



Elite Academic Academy - Lucerne

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

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

pwd=R2daZzJSNnZPNUV3Nk83K0diZXJtUT09 Meeting ID:

975 6620 2696 Passcode: 920373

September 2, 2021 at 9:00 am

43414 Business Park Drive Temecula, CA 92590

37941 Rudall Ave. Palmdale, CA 93550

9921 Carmel Mountain Road #170 San Diego, CA 92129

11560 Elizabeth Lake Road, Leona Valley, CA 93551



Elite Academic Academy - Lucerne September 2, 2021

Board Of Directors - Elite Academic Academy - Lucerne

Time:

1.0 Call To Order

Roll Call:

Susan McDougal, Cody Simms, Kent Christensen

2.0 Approve/Adopt the Agenda

It is recommended the Board of Directors adopt as presented the agenda for the Board Meeting of September 2, 2021.

Motion: Second:

Vote:

3.0 Public Comment -Closed Session

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

Open (Time):

Close (Time):

4.0 Adjourn to Closed Session

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

5.0 Closed Session

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

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

A) Conference with legal counsel for CEO Salary Comparative Review

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

Time:

6.0 Pledge Of Allegiance

Led By:

7.0 Open Session

8.0 Public Comment

Please submit a request to speak to the Board of Directors. Cards can be asked for by emailing galtamirano@eliteacademic.com. Please complete and return the form for agendized or non-agendized items, prior to the meeting. Not more than three (3) minutes are to be allotted to any one (1) speaker, and no more than twenty (20) minutes on the same subject. This

portion of the agenda is for comments, recognitions and reports to the Board and is not intended to be a question and answer period. If you have questions for the Board, please provide the Board President with a written copy and an administrator will provide answers at a later date.

9.0 General Functions

9.1 Informational Items

A. CEO Report

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

9.2 Consent Agenda

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

Motion: Second:
Vote:

A. Meeting Minutes from August 5, 2021

[EAA-LU 08.05.21.pdf](#)

B. Warrant Register

[WarrantRegisterLU_Aug21.pdf](#)

C. Job Descriptions

[JD Coordinator of Student Systems .pdf](#)

[JD Onboarding Specialist_CTE Pathway Teacher \(pending\).pdf](#)

[JD-Introductory Mathematics Lead Content Teacher \(1\).pdf](#)

[Teacher Buddy Job Description.pdf](#)

D. New Instructional Services Community Partners

[Elite Academic Instructional Service Community Partner_Sept_2021.xlsx - VCI Community Partners.pdf](#)

10.0 Personnel Services

10.1 Certificated Hires

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

[21220336.pdf](#)

[21220337.pdf](#)

[21220340.pdf](#)

[21220341.pdf](#)

[21220343.pdf](#)

[21220339.pdf](#)

[21220344.pdf](#)

Motion: Second:
Vote:

10.2 Employee Contract Addendums

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

Motion: Second:
Vote:

21220036.pdf
21220055.pdf
21220295.pdf
21220309.pdf
21220310 (1).pdf
21220310 (2).pdf
21221125.pdf
21220309(1).pdf
21220310(2)
21220288.pdf

10.3 Employee Releases and Resignations

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

Motion: Second:
Vote:

21220053.pdf
21220107.pdf
21220302.pdf
21220304.pdf
21220305.pdf
21220341.pdf
21221125.pdf
21220014.pdf

10.4 Employee Changes of Relationship

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

Motion: Second:
Vote:

21220045.pdf
21220136.pdf
21220290.pdf
21220018 (1).pdf
21220018 (2).pdf
21220033.pdf
21220129.pdf
21220340.pdf
21221119.pdf

11.0 Business Services

12.0 Educational Services/Policy Development

12.1 Reimbursement Policies

It is recommended the board approve the following Reimbursement Policy for Elite Academic Academy - Lucerne.

Motion: Second:
Vote:

13.0 Report of Action Taken in Closed Session

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

14.0 Calendar

The next scheduled meeting is October 07, 2021 at 9:00 a.m.

15.0 Board Comments and Future Planning

16.0 Adjournment

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

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

Time:

Motion: Second:
Vote:

Elite Academic Academy

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



Monthly Update

August 2021



ELITE ACADEMIC ACADEMY



School: Elite Academic Academy-Lucerne
Authorizer: Lucerne Valley Unified School District
Leader: Ms. Meghan Freeman, CEO
Month: August2021

August2021

Essential Focus

Celebrate

On Target

In Progress

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

Celebration Areas:

- We are so proud to be starting our **I-Ready assessments** with all our new and returning students!
- We are listening to our families and they wanted less emails but more communication. As a result we mailed home our first **Eagle News letter to families**. This monthly communication will help streamline important school news and support families who don't want to filter the flood of emails!



Elite Homeschool Academy

Interim Director: Mr. Evan Jorgensen

Homeschool by the Numbers:
Lucerne: 205 students
Mountain Empire: 404 students
Total: 609 students

""The current enrollment trend is parents who homeschooled during COVID are trying to return to the classroom to be in person with friends. We have MANY families on the waitlist, and are welcoming new Homeschooling families to Elite!

August has been a great month of growth for the Homeschool Academy! We doubled our teaching staff from 14 Teachers to 28 teachers!

It is going to be a great year of supporting and partnering with Homeschooling Families!

Synchronous instruction & Live Interaction

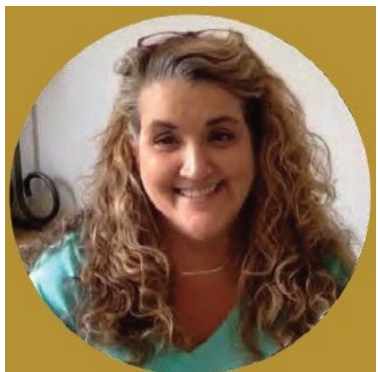
As per AB130, our staff is gearing up to offer Synchronous Instruction & Live Interaction opportunities to our students. Some of the Homeschool offerings to students will be:

K-3:

- Morning Circle Time
- Morning Read-Alouds
- Show & Tell!

4-8:

- Weekly Academic Tutoring
- Writing & Math Office Hours



Exciting Announcements

I am excited to announce Kris Mason as Assistant Director of Homeschool!

Kris comes with a wealth of knowledge in the Homeschool world, and is already supporting teachers and families.

Grade Level Requirements

TK-3	Synchronous sessions daily	Live interaction opportunities not required
4-8	Synchronous sessions weekly	Daily Live interaction opportunities
9-12	Synchronous sessions weekly	Live interaction opportunities not required

Reimbursement Process Updates

"LibraryShare" - Internal Database of materials to check-out for staff & parents
Tutoring Platform & Increase in Intervention Services
i-Ready Instruction Platform for Reading & Mathematics

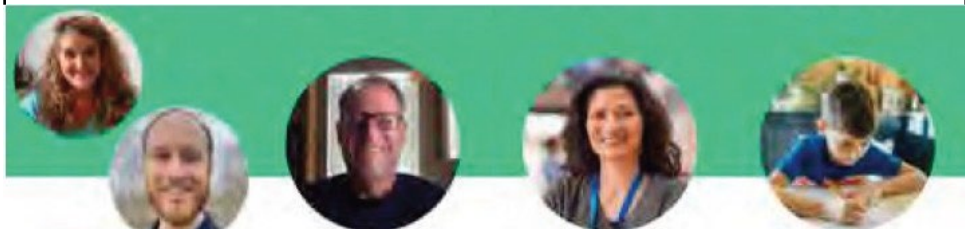
Homeschool Parent/Student Orientation

The Homeschool Parent/Student Orientation was Thursday, August 26th @ 6:00pm. Updates to come!!



Want to get to know our Homeschool Team? You can play our **KAHOOT Homeschool Introduction Game!**

How We do it.. Wrap-Around Philosophy



Homeschool Director

Elite Educator

Parent

Student(s)

curriculum choices, implementation strategies, and assessments

curriculum choices, implementation strategies, and assessments

curriculum choices, implementation strategies, and assessments

curriculum choices, implementation strategies, and assessments



Elite Virtual Academy

Virtual Academy is now under the leadership of Mrs. Allison Watters, M.Ed. Along with new leadership, comes new teachers!



Meet the Virtual Academy Team!

We have hired 5 new Teachers of Record and 3 content teachers!



Elite Virtual Academy's current student enrollment is 312 students and growing!

Students will be meeting daily with one content teacher for Live Instruction and interaction, as well as meeting weekly with their Teacher of Record to monitor their progress, support systems, and needs.



Another exciting change with the Virtual Academy is that our courses have all been moved to one Learning Management System in our own Elite Canvas! This streamlines student access to curriculum, support, and teachers.



This summer, our Virtual teachers worked hard to create an interactive notebook for students to use as a resource this year. This notebook has many different resources, organizational tools, offline work/projects, and a place for students to take daily notes from their online courses. This tool will be so helpful to ensuring academic success and preparedness this year!

We are looking forward to a successful 21/22 school year and celebrating all of the student work, interests, and growth to come!

Content Teachers

We are excited to have Matt Martin as our new Content Teacher in Science. Matt comes to us from High Tech High. His experience providing highly engaging experiences both in-person and during the pandemic will be a huge asset for our Virtual and Flex students.

We are also excited to have Shaun Bunn switch from part-time to full-time to teach middle school math.



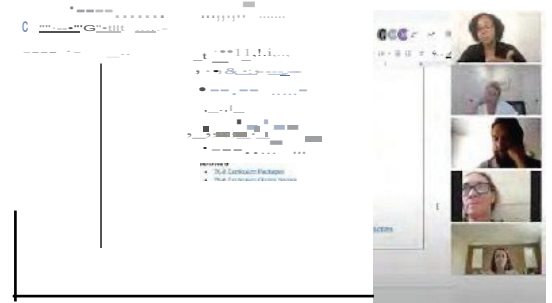
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Director: Mrs. Monique Waithe

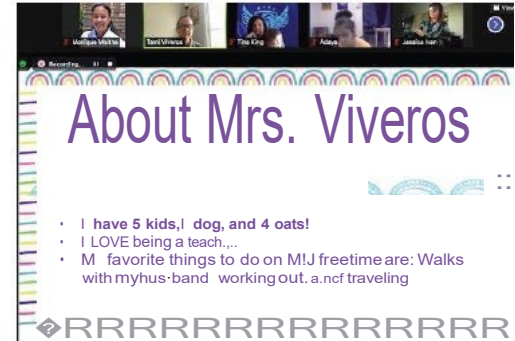
We are growing!

Lucerne: 285 students
 Mountain Empire: 186
 Total: 471 students
 More than doubled!

Hired 12 new teachers
 Hosted PD for all new teachers



Over 160 families attended the TK-Flex Orientations held on Zoom



Flex teachers are meeting with their students and families:



Flex is excited to host K-3 synchronous sessions. Teachers are collaborating and coming up with creativeness to connect with students and create engaging instructional opportunities.

curriculum is being mixed.
 The Flex online curriculum is blended. The courses come with offline workbooks and novels. Our fantastic Community Relations department helped to ship all of our offline supplements for students participating in our online courses.



LIVE Meetings with Mrs. O'Connor

	Tuesday	Wednesday	Thursday	Friday
8:30-9:10	9:00-9:30	9:00-9:10		9:00-9:30
9:15-9:45	9:30-10:00	9:15-9:45	9:15-9:45	9:30-10:00
10:00-10:30	10:00-10:30	10:00-10:30	10:00-10:30	10:00-10:30
10:30-11:00	10:30-11:00	10:30-11:00	10:30-11:00	10:30-11:00
11:00-11:30	11:00-11:30	11:00-11:30	11:00-11:30	11:00-11:30
11:30-12:00	11:30-12:00	11:30-12:00	11:30-12:00	11:30-12:00
12:00-12:30	12:00-12:30	12:00-12:30	12:00-12:30	12:00-12:30

Meetings will be on Zoom with Mrs. O'Connor. Note: Meeting times and dates are subject to change.

	Monday	Tuesday	Wednesday	Thursday	Friday
8:30-9	STEAM Challenge TK-3	Calendar Mystery Box TK-3	Calendar Mystery Box TK-3	Calendar Mystery Box TK-3	STEAM Challenge TK-3
9:30-10	K	1	K	I	Office Hours
10:15-11		6	5	6	
11:15-12	?	8	/	8	
Lunch					
12:15-1	Office Hours	Office Hours	Office Hours	Office Hours	Office Hours



#BeElite Podcast

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

Be Elite Podcast

The Be Elite Podcast hosted two episodes during the summer; the most recent which just debuted on YouTube. It features former MLB Catcher Andy Allanson as he talks about life in the major leagues. We are gearing up for season 2 of the podcast, which will kick off in September.



Marketing Academy

The Marketing Academy wrapped up its courses during the summer in August, with students turning in some amazing results. Portfolios, presentations, and posters that are meant to encourage travel to a state of the student's choosing; all projects that utilize the skills learned during the semester and apply it to real world scenarios. For the fall, the Marketing Academy is going strong with a number of courses being offered in the fall, including Media and Communications, Startups and Innovation and a newly designed Digital Publishing: Yearbook A.



CAREER TECHNICAL
EDUCATION



The Summer's Acting 1A course concluded with students submitting a combination of written and spoken performance-task videos to demonstrate growth in skill abilities. In addition to a Voiceover Monologue piece, the Autobiographical Storytelling Video Project was one of two rigorous final projects that gave students the opportunity to step outside their comfort zones and onto a virtual stage in front of their peers to tell a story about a significant experience in their life, revealing their culminating skill acquisition in verbal and nonverbal communication, genuine expression, improvisation, elements of story, pace, and artistic vulnerability -- to ultimately glean diverse perspective and increased awareness of the creative value that comes from the details within each others' unique and "ordinary" life experiences. It was apparent that students really appreciated the chance to be heard and



express themselves freely

Below, Acting1A students and Mrs. C share many laughs using playful learning strategies to increase students' ability to focus and closely observe gestures and expressions, and transition between play-it-small for screen to play-it big for stage scenarios.

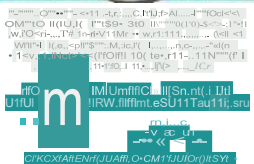


Here is a quote from 11th grader Zenya, taken from her end-of-the-course Impromptu Spoken Reflection Video about Gratitude:

Thank you to my castmates and Mrs. Ciceri, I have changed a lot in these past 6 weeks...probably more than I have ever...and that's saying a lot. I'm not really fond of change, or at least I wasn't until I joined this course. I have really gotten to know myself...this course has forced me to get to know myself, and I feel like I've grown in a way that I didn't know was possible. I find myself being a little more chill and laid back, less judgy, and more supportive. I just wanted to thank my classmates...especially those who showed up to our weekly synchronous lessons because you guys have been the ones to see me first-hand in growth and being 100%vulnerable and you didn't make fun of me, you were 100%supportive and made me feel okay about breaking down a wall for once, and I think that's a great thing...I'm very thankful for that. And also, I really want to specifically thank Mrs. Ciceri because you have been my biggest support in this course. It was very new and fast-paced...I was not ready for it, but you helped me get through it and you helped me see a side of myself that I hadn't seen before. Even when I was doubting myself, you told me to let loose and I did, and it's really liberating letting my creative side out for people to see. I have never really done that, really. The last time I let people see that side of me being vulnerable was back when I was dancing, and it's been a long time and I was not use to it, and you let me be me...and we got really up close and personal at times, but I think that's the beauty of growth, you have to be vulnerable to grow...that is one of the main things I've learned, and I've just been a lot more open and happier. This course has really sparked some joy and interest, and I will definitely be taking this course second semester. Thank you guys for supporting me and just being there. See you all in September



The VAPA program is excited to reconnect students grades 3rd-12th and also welcome new faces this fall to The ArtSeen and Core Us enrichment clubs. The upcoming projects these students collaborate on and envision together - you'll have to wait and see!





Elite Adventure CTE Pathway

Lead: Mr Tom Olson

Director: Ms. Ashlea Kirkland- Haynes

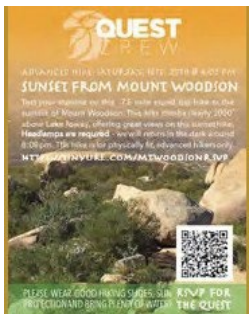
Adventure Academy.

August was a busy month as we transitioned from the summer session to planning for the year ahead. Adventure Academy courses offered this summer included **Intro to Surfing, Mechanics of Surfing, and Intro to Sailing** all of which were accelerated to a six-week schedule. The quality of student projects was not diminished during the short session, showing that the hands--On projects resonate with our students. Those who participated in the summer session expressed interest to continue on in Adventure Academy courses - a great point of success to end the summer on! August 6th concluded the summer session and began the planning period for the 2021/2022 school year. In-person field trips and activities will mark a change in the school atmosphere as we plan to reconvene following state and federal regulations. Students in both Intro to Surfing and Mechanics of Surfing have an awesome field trip to look forward to at the California Surf Museum on September 24th! Picture below, left to right: Surf Museum RSVP form, Kalysta pushing into a pop-up, Adrianna showing proper surfing stance.



quest Crew

The Quest Crew held one event in late July, Intro to Fishing: Spinning, that had a great turnout from some very interested students. While this event didn't land in August, it did influence decision-making as the majority of the past month was spent planning and preparing for the school year ahead. **The Quest Crew will come back in September with consistently scheduled meetings called 'Wild Side Walks'** where we will all take a walk and discuss the month's activities as a way to build school community and culture. Wild Side Walks will be in addition to in-person and virtual events and aims to promote an active lifestyle, mindfulness, and natural awareness. The Quest Crew will meet on the second Wednesday of the month at one o'clock for the Wild Side Walks - we would love to see you there!



MakerSpace

The MakerSpace had its first event during the summer session, building a water-balloon launcher, with an incredible student turnout - over 40 kits were mailed to families! After concluding the meeting, families reached out expressing their excitement and gratitude for the opportunity presented to them; a reassuring act that put confidence in the decision to form the club. **The MakerSpace aims to enrich our student's education through hands-on skills and exposure to processes and machines that they may otherwise not encounter.** As with the other academies and clubs, August was spent designing the year ahead and there are several exciting projects for students to look forward to! Beginning with sketching and ideation processes, students will explore expressing their thoughts physically as a way to tap into their creativity. After holding a couple of meetings and building student buy-in, those that are engaged will be invited to build a birdhouse over the course of the school year, covering the entire process from the design to cutting the wood, drilling holes, setting nails & screws, sanding, gluing, painting & finishing and lastly, installation. Other topics will be incorporated such as tool safety and instant challenges to maintain interest. We plan to meet on the first Monday of each month as a way to build continuity with our students. Pictured below, left: an example schedule presented to students during the summer session, right: the flyer for the first meeting is ready to go!






Eagle Athletic Round Table

November 9th at 11 Am

Join Coach Andy in an open discussion with experts in recruiting, strength training, and mental health. Find the answers you need at this month's athletic roundtable!



ELITE ACADEMY



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Lead: Mr. Andy Allanson

Director: Ms. Ashlea Kirkland-Haynes

f.t.Qgram Offerings

This summer, students were able to attend our Athletic Round Table Athletic webinar. We had amazing guest speakers and the webinar was hosted by our Athletic lead, Andy Allanson. Students were able to learn more about sports nutrition, a positive mindset, and athletics post-high school.

Athletics

Golf Club

1ST THURSDAY EACH MONTH AT 10AM

Equestrian & Riding Club

3RD THURSDAY EACH MONTH AT 10AM

Baseball & Softball Team

AT 10AM TUESDAY AT 10AM

Athletics

579Club

Eagle Fitness Challenge

Fitbit Challenge

Athletics

NCAA Round Table Webinar

Coach Andy's Webinar Series

Exercise with Mrs. Watters

579 CLUB ELITE ACADEMY

Every 2nd Wednesday of the month at 12noon

Coach Andy here inviting you to have Lunch with Coach. Coach is ready to answer any of your PFT questions.

The PFT is a physical fitness test and requires every student in fifth, seventh, and ninth grade to perform a series of physical tasks. The test has six parts that show a level of fitness that offer a degree of defense against diseases that come from inactivity.

1. Body Mass Index Exercise
2. Trunk-Lift Exercise
3. Shoulder Flexibility Exercise
4. Curl-Up Exercise
5. Push-Up Exercise
6. 1 Mile Run or Pacer Exercise

Together we will crush the PFT Testing!

Softball/Baseball

As Elite Athletics heads into fall and a new school year, we are excited to announce the formation of 2 new clubs, Elite Softball and Elite Baseball. These clubs will field high school teams, compete in tournaments with hopes and goals of securing college scholarships.

ELITE Golf Club



Elite Golf Club members will get together to review the components of Elite Golf Club and team members will get to recap their riding experience over the last month with fellow team members.

So recruiting new members is happening the first 1st of every month.

For any questions please contact: Andy Allanson, Athletic Lead

and, UfjJJ, WJIIII, welcome!

So recruiting new members is happening the first 1st of every month.

For any questions please contact: Andy Allanson, Athletic Lead




Sports & Athletic Clubs

Elite Athletics has connected with over 75 new Track B students/athletes and families. From these connections, we have added 8 new members to the Elite Equestrian & Riding Club and 7 new members to the Elite Golf Club. We connected with 35 TK-5th students/athletes and families excited for the new school year and the opportunity to customize their fitness and athletics. Family feedback already has Elite Soccer Club as well as the Elite Martial Arts & MMA Club in the works.

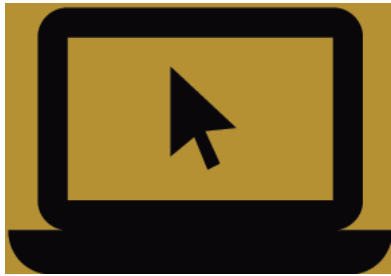


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Director: Dr. Laura Spencer

Based on the family survey, we estimate a total of 119 new students who may need Chromebooks this 21-22 school year so we are prepping them now!

As the first day approaches, we are assisting staff with all of their questions. We have office hours available for families and students who may have questions with Canvas, or navigating their Elite GSuite account. Tutorials are being created as well for anytime support.



Marketing

Kiley and Adam put together the Master Calendar which contains the schedule of events for the upcoming 21/22 School Year. We have student interest clubs, virtual and in-person field trips, as well as parent workshops planned. It's going to be an engaging year!



Our top two posts for August spotlight the students and staff of our YearRound program that finished August 6th.

The first monthly print newsletter was mailed to Elite families and staff. It contains important updates, upcoming events for the month, and much more.

Elite Academic Academy
Posted by HGroPosl
Aug 4 •

our 1ns1ruction1Aides't'lavet>eenINORkiog so hard during this Credit Recovery and Acoeleration learning pe/IO! Their Director. Mr\$.Kar... see More



Elite Academic Academy
Posted by HGroPosl
Aug 4 •

We are so proud of our football student athletes who recen11y won the Huntington Beach Passing Tournament! Ou, football playerswork with their content teacher, Diana Nochez, and Teacher or Record Jason Boron in the @ambassadorsofcompassion course. They are engagedin the courseand are a great group of young men. Way to #6eEhte ! #football! studentathlote



Social Media Reach - July, 26th - August 22nd, 2021

Facebook Page Reach - 273.9k
Instagram Page Reach - 170.6k
64 New FB Page Likes - up 16%
74 New IG Followers - up 8%

Facebook Post Engagement - 11.3k
New FB Page Followers - 70 - up 35%
Top Cities Reached this Month:
Indio, Los Angeles, San Diego



Meet Our Team...

Mrs. Karen Makkai, Director At Promise Department

Mrs. Antonette Sims, Director of Assessment

Ms. Nicole Lively, School Counselor

Ms. Jen Edick, Special Education Coordinator

Ms. Kiley Allen, Community and Marketing Coordinator

Who we are_

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

What we do_

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



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

.SP-ecial Education

The Special Education Department has been busy reviewing incoming IEPs, scheduling 30-day meetings, assigning caseloads to service providers, and engaging in training with the Elite staff. The Special Education Team has grown this year and has established a focus on closing the communication gap between general education and special education. This is being accomplished through the implementation of communication processes and professional development.

Assessment

*272 new students completed i-Ready Reading and Math diagnostics.

*3 In-house tutors have started training through our new Teachworks platform.

*i-Ready BOY orientation for new and returning teachers completed.

*Provided Welcome Survey results to Academy Directors.

*The new Coordinator of Student Systems, Michelle Wood, was added to the team.

*Worked with Karen Makkai to develop a pilot program. In-house tutors will support *Low-performing returning students by providing ELA and Math coaching.

At Promise Department

he At Promise Department is looking forward to implementing academic intervention strategies to students based on iReady Assessments and CAASPP results. I have been working closely with Antonette in Assessment to solidify and provide additional small group support to students who are below grade level.



Ms. Nicole Lively M. Ed., MA.

and Ms. Melissa Schulze, MSW, PPSC



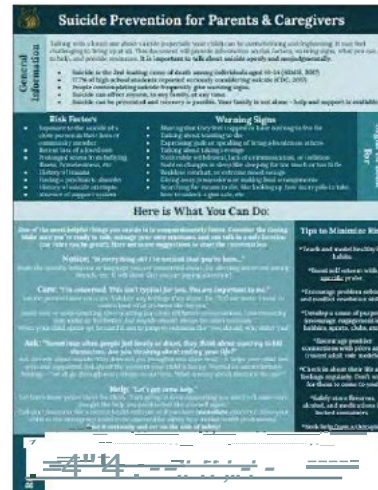
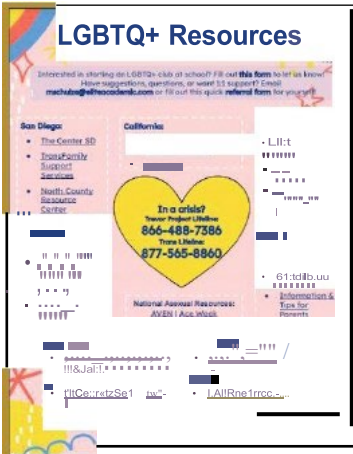
As we gear up for the school year, counseling services have continued creating new resources for families based on needs listed on Elite's Welcome Survey. These include suicide prevention tip sheets for both families and staff, a LGBTQ+ resource sheet, and social-emotional learning (SEL) resources for families to implement at home.

Nicole and Melissa have been dedicated to increasing the visibility of counseling services this month. During staff-wide Professional Development, counseling services presented information on individual counseling, crisis support, resources, and general staff support so that all Elite team members understand and can access the services we provide. They have also interfaced directly with teachers to begin our ongoing collaboration supporting students in need.

Both Nicole and Melissa have been meeting with students for introductory short-term counseling sessions for families with specific mental health needs. Counseling services have also continued to provide individual follow-ups to every family requesting one on the Welcome Survey - out of 572 responses, 161 requested a follow up (28%). Several parents have expressed gratitude for how supportive Elite is already - they were impressed by every department's follow-up!

Our school counselor has worked with each department and family directly to ensure each high schooler at Elite has a complete 4-year plan in place.

Finally, our social worker is hard at work organizing Elite's comprehensive suicide prevention efforts, launching in September. Stay tuned for more information!



Elite Accomplishment Summary

- With a focus on **Professional Development** we hosted two weeks of engaging trainings for new and returning staff.
- With a focus on **Responsive Instruction** we are focusing and supporting our content teachers, making sure they are up to date on the latest virtual student engagement trends.
- With a focus on **Shared Leadership** as we work on finalizing our WASC report!



Grade Span	Track B {Projected Enrollment}
Tk-3	▶ 219
4-6	▶ 134
7-8	▶ 121
9-12	▶ 200
Total	▶ Total 674

* This does not include Track A

Goals For Next Month

- Successfully **start the new school year**.
- Test and pilot our **new tutoring systems**.
- **Beging level 1 interventions** for struggling students.





Elite Academic Academy- Lucerne August 5, 2021

Board Of Directors - Elite Academic Academy - Lucerne

Time: 8:30 a.m

1.0 Call To Order

Roll Call

Susan McDougal, Cody Simms, Kent Christensen

Present

Present

Present

Kent Cody

Motion: Second:

Vote Susan; Aye, Cody; Aye, Kent; Aye.

Item carries 3-0.

2.0 Approve/Adopt the Agenda

It is recommended the Board of Directors adopt as presented the agenda for the Board Meeting of August 5, 2021.

3.0 Public Comment -Closed Session

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

Time Open: 8:32 am
Time Closed: 9:03 am

4.0 Adjourn to Closed Session

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

5.0 Closed Session

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

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

A) CEO Annual Goals and Objectives

CEO Goals and Objectives

8) CEO Salary Study

CEO Salary Study

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)

5.3 Confer with, or receive advice from, legal counsel regarding potential pending litigation (With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54957.6)

A) Special Education Case Number- 2021060761

B) Special Education Case Number- 2021060366

Time: 9:03 am

6.0 Pledge Of Allegiance

Led By: [Cody Simms](#)

7.0 Open Session

8.0 Public Comment

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

9.0 General Functions

9.1 Informational Items

A. CEO Report

[EEA-LU CEO Report June July 21.pdf](#)

9.2 Consent Agenda

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

A. Meeting Minutes from June 17, 2021

[EAA-LU 06.17.2021.pdf](#)

B. Warrant Register

[WarrantRegisterLU_Jul21.pdf](#)

C. Job Descriptions

[JD PT CTE Teacher Part Time-Certificated \(1\).pdf](#)

[JD Teacher on Special Assignment \(TOSA\) \(pending\).pdf](#)

[JD Virtual Science Content Teacher -Certificated \(pending\).pdf](#)

[JD-Elite Virtual Content Teacher Spanish \(pending\).pdf](#)

[JD Homeschool Teacher \(pending\) .pdf](#)

[Speech and Language Pathologist JD \(pending\) pdf](#)

[JD 2021 Temporary Part-Time Community Relations Clerk \(pending\).pdf](#)

[JD 2021 Community Relations Clerk \(pending\).pdf](#)

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

Motion: Second:

Vote [Susan](#); [Aye, Cody](#); [Aye, Kent](#); [Aye](#)
Item carries 3-0.

D. New Instructional Services Community Partners

Elite Academic Instructional Service Partner_July_2021.pdf

10.0 Personnel Services

10.1 Temporary Certificated Hires

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

21220266

21220107

21220018

21221119

10.2 Temporary Classified Hires

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

21220310

21220309

10.3 Certificated Hires

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

21220329

21220325

21220323

21220320

21220317

21220076

21220331 pdf

21220332 pdf

21220097.pdf

21220333.pdf

10.4 Employee Contract Addendums

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

21220290 Addendum (2)

21220290 Addendum (1)

21220295 Addendum.pdf

21220288 Addendum (2)

21220288 Addendum (1)

10.5 Employee Releases and Resignations

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

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.

Cody Kent

Motion: Second:

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

Cody Kent

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.

21220013

21220064

21220011.pdf

10.6 Employee Changes of Relationship

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

20210296

10.7 Contract Templates 2021-2022

It is recommended that the Board ratify the revised/updated 2021-2022 Contract Templates for Elite Academic Academy - Lucerne.

21.22 - 11 Month - Certificated Teacher Contract.pdf

21.22 - 12 Month - Certificated Teacher Contract .pdf

21.22 Directors Contract (Certificated Notice of Employment).pdf

21.22 Full Time Certificated (Director) _At-Will_ Exempt (Salary) Contract .pdf

21.22 Full Time Classified (Director) _At Will_ Exempt (Salary) Contract .pdf

21.22 Full-Time Classified Non-Exempt (Hourly) Contract.pdf

21.22 Full-Time Classified Non-Exempt (Salary) Contract .pdf

21.22 Part-Time Certificated Non-Exempt (Hourly) Contract .pdf

21.22 Part-Time Classified Non-Exempt (Hourly) Contract .pdf

10.8 Staffing Calendar - 224

It is recommended that the Board approve the following Staffing Calendar for New Hire 224 Day Employees for Elite Academic Academy - Lucerne.

2021-2022 Staffing Calendars -approved - New Teacher 224 (12 month).pdf

11.0 Business Services

11.1 CSC Borrowing Agreement

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

7.30.21 LU Board Report- Cash Flow.pdf

Charter School Capital Funding Proposal_LU_7-30-21.pdf

Elite Academic Academy Term Sheet 7.28.21.pdf

FE-018592-1 EAA Lucerne 82321 pdf

11.2 20.21 Payroll Allocation

It is recommended that the board approve the 20.21 Payroll Allocation between Elite Academic Academy - Lucerne and Elite Academic Academy- Mountain Empire.

2020-21 Audit_Payroll Allocation_EAA - Board Presentation pdf

2020-21 Audit_Payroll Allocation_EAA -Allocation Summary.pdf

11.3 Pitney Bowes Contracts

Cody Kent
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.

Cody Kent
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.

Cody Kent
Motion: Second:

It is recommended that the board retroactively approve the Pitney Bowes Contracts for Elite Academic Academy - Lucerne.

[Pitney Bowes Lease Agreement 21-25 \(2\).pdf](#)

[Pitney Bowes Lease Agreement 21-25 \(1\).pdf](#)

11.4 Pitney Bowes Resolution

It is recommended that the board approve the Pitney Bowes Resolution for Elite Academic Academy - Lucerne.

[Pitney Bowes Resolution 21.22 LU pdf](#)

11.5 Special Education Master Vendor Contracts 21.22

It is recommended that the board approve the Special Education Master Vendor Contracts 21.22 for Elite Academic Academy - Lucerne.

[Mccolgan_signed2021-2022-Master-Contract_LU.pdf](#)

[SLG_Signed_2021-2022-Master-Contract_LU.pdf](#)

[STS_signed2021-2022-Master-Contract_LU.pdf](#)

[TSW_signed_2021-2022-Master-Contract_LU.pdf](#)

11.6 Tutor Time Phase 2 Proposal

It is recommended that the board approve the Tutor Time Phase 2 Proposal for Elite Academic Academy - Lucerne.

[Tutor Time Elite_Phase 2 Work Proposal](#)

11.7 Nextiva Phone System Contract

It is recommended that the board approve the Nextiva Phone System Contract for Elite Academic Academy - Lucerne.

[Nextiva Contract.pdf](#)

[Nextiva Sales Quote Proposal 16404922\(final\).pdf](#)

11.8 Community Partner Packets 21-22

It is recommended that the board approve the Community Partner Packets 21-22 for Elite Academic Academy - Lucerne.

[2021-2022 EMR Community Parter Packet EAACS_complete.pdf](#)

[2021-22 Community Partners -VCI Packet EAACS_complete.pdf](#)

11.9 Solution Tree HES Accreditation

It is recommended that the board approve the Solution Tree HES Accreditation Contract for Elite Academic Academy - Lucerne.

[Purchase Agreement-HES Accreditation - Elite Academic Academy 6.10.21.pdf](#)

12.0 Educational Services/Policy Development

12.1 Staff Handbook for Suicide Prevention, Intervention and Postvention

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

[Handbook of Suicide Prevention, Intervention, and Postvention - updated July 2021 \(1\).pdf](#)

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.

Cody Kent
Motion: Second:

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

Cody Kent
Motion: Second:

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

8tUn: s:C md:

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.

Cody Susan
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.

12.2 Parent/Student Handbook

It is recommended that the board approve the 21.22 Parent-Student Handbook for Elite Academic Academy- Lucerne.

Cody Kent

Motion: Second:

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

12.3 YouSchool Contract

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

Cody Kent

Motion: Second:

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

[YOUSchool Proposal Summer Fall 2021 pdf](#)

12.4 Content Teacher Professional Development Proposal

It is recommended that the board approve the following Content Teacher Professional Development Proposal for Elite Academic Academy - Lucerne.

Kent Cody

Motion: Second:

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

[Content Teacher Professional Development Proposal.pdf](#)

12.5 Independent Study Policy

It is recommended that the board approve the updated independent study policy for Elite Academic Academy- Lucerne

Cody Susan

Motion: Second:

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

[Independent Study Policy](#)

13.0 Report of Action Taken in Closed Session

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

The Board approved all Closed Session agenda items and the vote carried 3-0.

14.0 Calendar

The next scheduled meeting is September 2, 2021 at 9:00 a.m.

15.0 Board Comments and Future Planning

Cody Kent

Motion: Second:

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

Time: 9:39 am

16.0 Adjournment

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

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
Tracy Hasper
Teresa Schaffer
Gena Altamirano
Catherine Heredia
Karen Makkai
Evan Jorgensen
Laura Spencer
Adam Woodard
Ashlea Kirkland
Antonette Sims
Monique Waithe

Elite Academic Academy - Lucerne

Date	Vendor Name	Account Name	Ref Number	Amount
7/1/2021	FEDEX 415590141	Postage & Delivery - Educational	Credit Card 140	\$22.46
7/2/2021	APPLE.COM/US	Technology Equipment - Staff	Credit Card 140	\$23,890.75
7/2/2021	FEDEX 415693970	Postage & Delivery - Educational	Credit Card 140	\$113.85
7/2/2021	APPLE.COM/US	Technology Equipment - Staff	Credit Card 140	\$3,725.00
7/2/2021	MOLLY MAID OF SADDLEBACK	Janitorial Services	Credit Card 140	\$126.00
7/4/2021	FEDEX 415796804	Postage & Delivery - Educational	Credit Card 140	\$50.91
7/5/2021	CUBESMART 713	Rent - Facilities Lease	Credit Card 140	\$228.00
7/7/2021	FEDEX 416043524	Postage & Delivery - Educational	Credit Card 140	\$25.11
7/9/2021	MOLLY MAID OF SADDLEBACK	Janitorial Services	Credit Card 140	\$126.00
7/11/2021	PY *Sand Canyon Self Stor	Rent - Facilities Lease	Credit Card 140	\$189.00
7/11/2021	FEDEX 416467874	Postage & Delivery - Educational	Credit Card 140	\$198.30
7/14/2021	ADOBE ACROPRO SUBS	Technology Services & Software - Business	Credit Card 140	\$639.74
7/15/2021	FEDEX 417014540	Postage & Delivery - Business	Credit Card 140	\$32.47
7/16/2021	MOLLY MAID OF SADDLEBACK	Janitorial Services	Credit Card 140	\$126.00
7/18/2021	FEDEX 417216537	Postage & Delivery - Educational	Credit Card 140	\$21.67
7/21/2021	RAPSA FORUM 2021	Registration Fees - conferences	Credit Card 140	\$199.00
7/22/2021	FEDEX 417667095	Postage & Delivery - Educational	Credit Card 140	\$22.40
7/23/2021	MOLLY MAID OF SADDLEBACK	Janitorial Services	Credit Card 140	\$126.00
7/23/2021	FEDEX 417869973	Postage & Delivery - Educational	Credit Card 140	\$33.77
7/25/2021	GRUBHUBGHPLUS	Parent & Staff meeting food & supplies	Credit Card 140	\$10.94
7/25/2021	J2 EFAX SERVICES	Technology Services & Software - Business	Credit Card 140	\$16.95
7/26/2021	FEDEX 418206530	Postage & Delivery - Educational	Credit Card 140	\$45.64
7/26/2021	FEDEX 417966696	Postage & Delivery - Educational	Credit Card 140	\$24.63
7/28/2021	LATE FEE	Banking Fees	Credit Card 140	\$40.00
7/28/2021	PY *Sand Canyon Self Stor	Rent - Facilities Lease	Credit Card 140	\$189.00
7/29/2021	ADOBE ACROPRO SUBS	Technology Services & Software - Business	Credit Card 140	\$3.84
7/29/2021	RIVERSIDE INSIGHTS	Student Assessments	Credit Card 140	\$3,176.00
7/30/2021	MOLLY MAID OF SADDLEBACK	Janitorial Services	Credit Card 140	\$126.00
8/1/2021	NEXTIVA*VOIP SERVICE	Phone / Internet / Website Fees	Credit Card 140	\$1,897.35
8/3/2021	Anthem Blue Cross	Health Insurance	202107926658	\$8,721.31
8/3/2021	Guardian	Health Insurance	008Aug2021	\$3,232.68
8/4/2021	Wildomar Valley Wood Products, Inc., Defi	Rent - Facilities Lease	08Aug2021Lease	\$2,574.75
8/10/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals &	1CMR-K1NK-NWXX	\$79.57
8/10/2021	Ambassador Media Group, LLC	Approved Core Curriculum, Teacher Manuals &	72821	\$58,625.00

Elite Academic Academy - Lucerne

8/10/2021	McGraw-Hill School Education Holdings, LL	Approved Core Curriculum, Teacher Manuals &	118313179001	\$3,600.00
8/10/2021	Cody Simms	Board Stipends - Attendance	08Aug2021LU	\$300.00
8/10/2021	Kent Christensen	Board Stipends - Attendance	08Aug2021LU	\$300.00
8/10/2021	Susan Ann McDougal	Board Stipends - Attendance	08Aug2021LU	\$300.00
8/10/2021	Valley Office Equipment**	Copier Lease, Service, Toner & Repair	IN2107-1540	\$29.75
8/10/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1PHG-PP7J-7WTJ	\$217.20
8/10/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1LCY-P9GK-DJL1	\$4,974.17
8/10/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1QD6-FTFW-FYMR	\$4,279.46
8/10/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	111M-34W6-DN4Y	\$744.26
8/10/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1DWH-L4XM-QGNQ	\$79.94
8/10/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	17D6-D1H4-73CR	\$700.90
8/10/2021	Staples Business Credit	Core Teaching/Student Supplies	7335106975-0-1	\$630.81
8/10/2021	Staples Business Credit	Core Teaching/Student Supplies	7335094725-0-1	\$240.78
8/10/2021	Staples Business Credit	Materials & Supplies - Office	7335112688-0-1	\$275.47
8/10/2021	Amazon Capital Services, Inc.	Technology Equipment - Staff	16WM-CN1N-1CTW	\$1,156.50
8/10/2021	Staples Technology Solutions	Technology Equipment - Staff	LMP566	\$3,258.14
8/10/2021	AssetGenie, Inc.	Technology Services & Software - Educational	1575585	\$89.00
8/10/2021	OPS	Technology Services & Software - Educational	2195	\$684.95
8/11/2021	Accrediting Commission for Schools WASC	Accreditation	1306981	\$1,100.00
8/11/2021	CuriosityStream, Inc.	Approved Core Curriculum, Teacher Manuals &	INV-0382	\$2,500.00
8/11/2021	Renaissance	Approved Core Curriculum, Teacher Manuals &	INV5221506	\$735.00
8/11/2021	BranchÃ© Jones	Business Services	8022021	\$1,500.00
8/11/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1W1N-QGX3-WKXM	\$100.92
8/11/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1XT3-74T3-4GQF	\$157.10
8/11/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1RJL-9KVV-DMPR	\$27.17
8/11/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1KR3-NM6M-9PHD	\$2,712.00
8/11/2021	Jostens	Core Teaching/Student Supplies	26771465	\$16.16
8/11/2021	Jostens	Core Teaching/Student Supplies	26790123	\$13.26
8/11/2021	Desert Baseball Network**	Educational Services	1	\$5,600.00
8/11/2021	Desert Baseball Network**	Educational Services	44256	\$2,800.00
8/11/2021	Elite Spirit Cheer	Educational Services	1	\$34,400.00
8/11/2021	Pali Institute	Educational Services	7893	\$2,128.50
8/11/2021	Certifix Live Scan	Fingerprinting	55614	\$277.10
8/11/2021	Knight Security & Fire Systems	Fire, Alarm & Pest control	120881	\$40.00
8/11/2021	Blank Rome LLP	Legal Fees	Oct-23	\$115.00

Elite Academic Academy - Lucerne

8/11/2021	Scenario Learning	Professional Development	INV30468	\$273.18
8/11/2021	The Speech and Language Group, Inc	Special Education Services	44348	\$125.00
8/11/2021	Staples Technology Solutions	Technology Equipment - Staff	LMP545	\$4,072.68
8/11/2021	Amazon Capital Services, Inc.	Technology Equipment - Students	1HXV-XJ9C-XHLJ	\$260.85
8/11/2021	Sprint	Technology Equipment - Students	203114558-021	\$1,063.09
8/11/2021	AssetGenie, Inc.	Technology Services & Software - Educational	1573521	\$356.00
8/11/2021	AssetGenie, Inc.	Technology Services & Software - Educational	1573623	\$69.00
8/11/2021	ParentSquare, Inc.	Technology Services & Software - Educational	6224	\$2,260.00
8/11/2021	School Pathways Holdings, LLC	Technology Services & Software - Educational	140-INV2403	\$2,153.02
8/11/2021	Jenny Cross	UNALLOCATED WAGES	80921	\$301.09
8/11/2021	Joshua Stover	UNALLOCATED WAGES	80921	\$1,071.14
8/11/2021	Southern California Edison	Utilities - Gas/Electric/Water	008AugSCE2021LU	\$162.70
8/12/2021	Prime Educational Solutions	Back Office Fees	1038	-\$110.89
8/12/2021	Prime Educational Solutions	Educational Services	1038	\$8,500.00
8/12/2021	Prime Educational Solutions	Special Education Services	1038	\$13,483.08
8/12/2021	Gustavo Munoz	UNALLOCATED WAGES	81121	\$889.69
8/13/2021	Aflac	Health Insurance	640648	\$892.39
8/13/2021	Diana Nochez	UNALLOCATED WAGES	8102021	\$2,305.06
8/17/2021	Hannah Makkai	UNALLOCATED WAGES	81521	\$586.41
8/19/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals &	3475635	\$372.02
8/19/2021	Prime Educational Solutions	Back Office Fees	1040	\$81,855.05
8/19/2021	Pitney Bowes Global Financial Services LLC	Business Services	3104891260	\$104.45
8/19/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1K7W-ML76-766G	\$92.39
8/19/2021	Staples Business Credit	Core Teaching/Student Supplies	7336486345-0-1	\$706.83
8/19/2021	Staples Business Credit	Core Teaching/Student Supplies	7336531444-0-1	\$83.39
8/19/2021	Ambassador Media Group, LLC	Educational Services	072821a	\$31,440.00
8/19/2021	Desert Baseball Network**	Educational Services	2	\$5,360.00
8/19/2021	Elite Spirit Cheer	Educational Services	2	\$52,680.00
8/19/2021	Great American Insurance Group	General Liability Insurance	008Aug2021LU	\$6,032.17
8/19/2021	Amazon Capital Services, Inc.	Materials & Supplies - Office	1QHR-XCTH-T7YT	\$282.50
8/19/2021	Frontier	Phone / Internet / Website Fees	009Sep2021	\$297.86
8/19/2021	Purchase Power	Postage & Delivery - Business	008Aug2021	\$10.94
8/19/2021	McColgan & Associates, Inc	Special Education Services	4278	\$3,390.60
8/19/2021	TSW Therapy, Inc.	Special Education Services	963	\$906.25
8/19/2021	TSW Therapy, Inc.	Special Education Services	964	\$375.00

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8/24/2021	FlipSwitch Marketing LLC	Marketing	INVFM266	\$57,018.00
8/25/2021	Kaiser Foundation Health Plan	Health Insurance	009Sep2021LU	\$14,007.06
8/27/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals &	1FXW-Q1W9-7DF7	\$3,453.27
8/27/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals &	1W1L-JGRP-MY7M	\$140.08
8/27/2021	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals &	1KG4-3QM1-F4KW	\$135.33
8/27/2021	Nicole the Math Lady, LLC	Approved Core Curriculum, Teacher Manuals &	3259	\$149.00
8/27/2021	Nicole the Math Lady, LLC	Approved Core Curriculum, Teacher Manuals &	3278	\$59.00
8/27/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals &	3475491	\$377.73
8/27/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals &	3475473	\$629.17
8/27/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals &	3475454	\$700.74
8/27/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals &	3475480	\$337.26
8/27/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals &	3476039	\$207.63
8/27/2021	Rainbow Resource Center	Approved Core Curriculum, Teacher Manuals &	3476044	\$197.45
8/27/2021	Studies Weekly	Approved Core Curriculum, Teacher Manuals &	402042	\$65.14
8/27/2021	Amazon Capital Services, Inc.	Core Teaching/Student Supplies	1TQ7-7XML-6V4F	\$85.20
8/27/2021	Desert Baseball Network**	Educational Services	4	\$2,500.00
8/27/2021	Desert Baseball Network**	Educational Services	5	\$900.00
8/27/2021	Elite Spirit Cheer	Educational Services	3	\$21,400.00
8/27/2021	Olga Chernysheva	Educational Services	CHE040821a	\$260.00
8/27/2021	Olga Chernysheva	Educational Services	CHE040821	\$280.00
8/27/2021	Segerstrom Center for the Arts	Educational Services	7668396	\$829.75
8/27/2021	Department of Justice	Fingerprinting	527967	\$265.50
8/27/2021	Hatch & Cesario, Attorneys-at-Law	Legal Fees	13788	\$240.00
8/27/2021	Empower Retirement c/o SchoolsFirst Plan	Other Employee Benefits	002-071521	\$21,435.12
8/27/2021	Charter Schools Development Center	Professional Development	21338	\$2,962.50
8/27/2021	Life Storage	Rent - Facilities Lease	008Aug21#658b	\$199.00
8/27/2021	Marsh & McLennan Agency, LLC	Workers Compensation	1592625	\$1,661.50



Coordinator of Student Systems

Job Description

Position Title:	Coordinator of Student Systems
Reports To:	Director of Assessment (or designee)
FLSA Status:	Exempt
School Classification:	Certificated Administration
Pay Range:	Based upon experience & student enrollment
Work Schedule:	232 days
Location:	Remote Office

Position Summary: *This position will work with the Director of Assessment to establish procedures and protocols for, and ensure all Elite Academic Academy students are prepared for (and take), any and all state required assessments. This position will create data systems and structures to ensure that all staff are able to provide the intervention and acceleration needed for academic success. Reporting to the Director of Assessment, or designee, this individual will leverage deep knowledge of research regarding student learning to support all stakeholders in annually increasing the Elite Academic Academy assessment scores. The Coordinator of Student Systems will work with partners to identify resources and creative solutions to finding new opportunities for Elite Academic Academy and the students it serves.*

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 is preferred but not required. 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:

Administrative Responsibilities:

- Monitor student information system data for accuracy and data integrity.
 - Manage and manipulate large amounts of data.
 - Gather, compile or summarize data to assist with internal and external reports and generate charts, graphs or reports in documents, spreadsheets, and slide presentations in an accessible, clear format.
 - Create complex queries to produce custom reports and disaggregate student data.
- Collaborate with the Student Support Team to analyze (and build systems as needed) and monitor student progress towards completion of graduation requirements.
 - Bring data to the Director of Assessment for the leadership team on a monthly basis.
- Build/Maintain systems to monitor intervention and benchmark assessment programs.
 - Build analysis reports of assessment data for Academy Directors and Student Support Team.
 - Track performance of students to inform growth celebrations and to determine students not meeting predicted progress.
- Administer school and state required benchmark assessments.
 - Based on assessment results, assist teachers in creating intervention and acceleration plans to meet the needs of Elite students.

- Build a system for regular academic updates for students and families.
 - Collaborate with counselors and the leadership team to develop a system of regular communication about student academic progress.
 - Monitor trends: course level, teacher level, student level, subgroup level and bring to the leadership team on a monthly basis.
- Coordinate with the Assessment Director to provide all data needed to update the LCAP for each school and ensure that we are working towards our assessment goals and objectives.
- Ensure all local and formal assessment and survey data is in the SIS and Monday.com for each student.
 - Support the Assessment Director in providing training to directors, teachers and parents in learning how to access the content and run reports.
- Other duties as assigned.

General Expectations

- Encourage, create and support all Elite Academic Staff.
- Maintain confidentiality of sensitive employee and student information.
- Attend various meetings as required
- Meet established deadlines.
- Follow all protocols and policies.
- Follow legal mandates relative to mandated reporting.
- Participate in marketing events and/or additional activities held by the school such as graduation ceremonies.

SMART Goals

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

Other Duties:

- 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:

Employee Signature

Printed Name

Date



Onboarding Specialist/CTE (Career Technical Education) Pathway Teacher
Job Description

Position Title:	Onboarding Specialist/CTE Pathway Teacher
Reports To:	Admissions Coordinator/Chief Student Development Officer, and/or designees
FLSA Status:	Non-Exempt
School Classification:	Classified
Pay Range:	\$20-25 per hour, or salary equivalent (depending on experience)
Work Schedule:	239 Day Calendar
Location:	Remote/On-Site

Position Summary:

The Onboarding Specialist portion of this position is responsible for taking phone calls and answering general questions about the school and the program. The Onboarding Specialist works to onboard new families that are starting with Elite. This position would check in with families throughout the enrollment process and then after the student is enrolled to make sure the family has heard from their teacher and that all questions regarding the program have been answered. The Onboarding Specialist works to ensure student applications are complete and required attachments are submitted. The Onboarding Specialist works to keep the SIS updated with all student information, and supports the operations of student enrollment.

Additionally, the CTE Pathway Teacher portion of this position is responsible for overseeing CTE specific online courses. The CTE Pathway Teacher reviews and sets up their course according to guidelines provided, and their knowledge of the subject material. The CTE Pathway Teacher plans weekly live sessions with discussion topics and engaging material to support the courses. In addition, the CTE Pathway Teacher will ensure academic success of the students in their courses through consistent and clear communication, synchronous & asynchronous direct instruction sessions for student participation, holds office hours for small groups and/or 1-1 tutoring opportunities for Elite students. The CTE Pathway Teacher responds to students within 24 hours of receipt of a message, and communicates to Elite Educator (TOR) and program Director any concerns regarding the successful completion of a course.

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

- Two (2) years of related experience preferred.

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

ESSENTIAL FUNCTIONS and RESPONSIBILITIES:

Operations/Onboarding:

- Answer general school phone calls and direct the questions to the appropriate departments.
- Be the first contact with families communicating via email and/or phone system .
- Explain the differences between the Schools' various academies.
- Support families in choosing the appropriate academy for their child.
- Explain to families the enrollment process.
- Follow up with families to help complete registration.
- Check each application in the online registration portal for uploaded documents.
- Contacts parents for missing or incomplete documents, vaccine records, or waivers. Continue to follow up daily until docs have been received.
- Notifies families of their acceptance into the school.
- Documents acceptance status and notifies the teacher, and administration accordingly.
- Uploads Global Notes for each student (medical record, vaccines, IEP/504, HSTs).
- Supports contacting families to verify whether or not students will return each Fall.
- Checks for new student applications/documents daily.
- Follow up with parents/students on missing documents until documents are received or the application is withdrawn.
- Initiates communication with enrolled students and keeps notes accordingly.
- Ensures that student assignments are accurately recorded.
- Following up with new students to ensure a successful transition into the program.
- Matches student start date with placement on the teacher's roster.
- Assist with immunization collection and recording.
- Assist with Cumulative Records Request.
- Assist with student file organization.
- Assists with collection and maintenance of HDC forms.
- Assists with collection and recording of re-enrollment forms.
- Assist with collection and maintenance of report cards and transcripts.
- Assist with internal compliance auditing.
- Supports the Operations Department as needed.

CTE (Career Technical Education):

- Initial setup and preparation of their courses, including due dates, syllabus, grading scale, and content review.

- Provide students with syllabus, pacing guide with due dates for assignments, and assessments.
- Provide students with standards.
- Issue midterm progress report.
- Offer office hours and Tutoring opportunities for students.
- Review completed coursework and work with the Teacher of Record to determine final grades.
- Update course as necessary.
- Hold Live Sessions for each CTE course.
- Add/write supplemental curriculum

Personalized Courses:

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

Other Duties:

- 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.

Physical Demands:

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

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

Work Environment:

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

- Noise level is generally moderate
- Meetings conducted in an office setting
- Indoor varying in temperature

Employee Acknowledgement:

Employee Signature

Printed Name

Date



Virtual Lead Content Teacher -Introductory Mathematics Job Description

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

Position Summary:

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

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

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

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

General skills:

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

ESSENTIAL DUTIES AND RESPONSIBILITIES

Elite Academic Academy Virtual Content Teacher Courses:

- Initial setup and preparation of their courses, including due dates, syllabus, grading scale, and content review.
- Provide students with syllabus, pacing guide with due dates for assignments, and assessments.
- Provide students with standards.
- Issue midterm progress report.
- Offer office hours and Tutoring opportunities for students.
- Review completed coursework and work with the Teacher of Record to determine final grades.
- Update course as necessary.

- Hold Live Sessions for each core course.
- Train the Teacher of Records in the subject material to hold small group discussions.

Personalized Courses:

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

Education:

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

Experience:

Two (2) years directly related experience.

Use of Computer Technology:

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

Physical Demands:

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

Work Environment:

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

Employee Acknowledgement:

Employee Signature

Printed Name

Date



Teacher Buddy

10 Month Position - \$3000 Stipend

Buddy teachers are responsible for supporting new teachers in getting acclimated to Elite. They can be assigned up to three new teachers and are responsible for dedicating at least an hour a week, per new teacher, to support them in the following ways. In order to qualify for this position, the Buddy Teacher must be an CA credentialed teacher and must have worked with Elite as a teacher for at least one year.

Expectations

Overview

- Meet with the new teacher(s) at least once a week.
- Provide guidance on best practices for doing the following:
 - Communicating with parents and students
 - Setting up weekly meetings
 - Small group instruction
 - Structuring their day/week
 - Organizing attendance and compliance tasks
 - Meeting deadlines
 - Participating in Elite-wide events
 - Communicating with content teachers when applicable
 - Setting up tutoring when needed
- Provide guidance on who to reach out to for department specific questions or support i.e.
 - Technology
 - Student Support Services
 - Community Relations
 - Marketing
 - Compliance Tasks
- Answer general questions

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

<u>Partner Name</u>	<u>Description of Services</u>
Buzzy Mae Music Academy	Dance and Music
Snapology	STEAM Academic Enrichment Classes
weXplore	Field Days and Online Learning Labs



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

Name: [REDACTED]

in the position of

Title: Flex Elite Educator

August 3, 2021

[REDACTED]
[REDACTED]
[REDACTED]

Dear [REDACTED]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On your first day of work you will be required to complete the INS form 1-9. 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:

144137E106BE5494
Meghan Freeman
CEO

Date: _____ s/_3/_2_0_2_1_ _

AGREED TO AND ACCEPTED BY:

Employee 


Signature: _____ Date: 8/3/2021



Flex Elite Educator

Job Description

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

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

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

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

Flex Elite Educator

Board Approved: September 7, 2019

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

ESSENTIAL DUTIES and RESPONSIBILITIES:

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

Other Duties

- Proctoring duties as needed during the testing season.

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

KNOWLEDGE AND ABILITIES

Knowledge of:

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

Ability to:

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

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

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

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

Employee Acknowledgement:

DocuSigned by:

 _____
Printed Name

 _____
Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

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

EMPLOYEE and the COMPANY (both defined below) agree as follows: - ("EMPLOYEE"¹¹) on the one hand, and ELITE ACADEMIC ACADEMY-LUCERNE ("the COMPANY"¹¹), or any of its directors, officers, shareholders, employees, agents, or representatives (collectively "COMPANY PARTIES"¹¹), on the other hand, shall be settled by binding arbitration at the request of either party, in accordance with the then current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association ("AAA Rules"¹¹). A complete copy of the current AAA Rules may be found on the Internet at www.adr.org. A copy of the AAA Rules is also available from the Elite Academic Academy Human Resources Department upon request. Arbitration under this Agreement may be conducted by the AAA, ADR Services, Inc., JAMS, Inc. or other similar organization agreed to by the parties.

I. Claims Covered by the Arbitration Agreement

This Agreement is intended to be broad and generally applies to *any and all* claims that have existed, currently exist or may arise between EMPLOYEE and the COMPANY or any COMPANY PARTIES. This includes, but is not limited to, claims for: (a) wages (regular or overtime), failure to provide meal periods and/or rest breaks, failure to furnish accurate wage statements, penalties, paid time off/vacation, business expenses, benefits and/or other compensation; (b) breach of contract (oral, implied or written); (c) wrongful termination; (d) unfair competition or misappropriation of trade secrets; (e) discrimination, retaliation, and/or harassment (including, but not limited to those on the basis of, race, sex, gender, sexual orientation, transgender, genetic characteristic, pregnancy, religion, national origin, age, military or veteran status, marital status, leave status, medical condition, and disability or any other characteristic protected by law); and (f) any other claims arising out of the employment relationship (including application for employment) or termination of the employment relationship or for violation of any federal, state, or other government law, statute, regulation, or ordinance, including, without limitation, the California Labor Code, the Industrial Welfare Commission Wage Orders, the California Business and Professions Code, the Fair Labor Standards Act, California's Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination in Employment Act. Covered (collectively, "Covered Disputes"¹¹).

II. Claims Not Covered by the Arbitration Agreement

Nothing in this Agreement is intended to require arbitration of any Claim which may not be subject to arbitration in accordance with applicable law. Specifically, "Covered Disputes"¹¹ shall not include representative claims or actions arising

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

III. Class and Collective Action Waiver

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

IV. Governing Law

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

V. Notice of Claims Must be Timely

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

VI. Place of Arbitration

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

VII. Discovery

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

VIII. Arbitration Decision

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

IX. Arbitration Fees and Costs

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

X. Severability

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

XI. Sole and Entire Agreement Regarding Dispute Resolution

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

XII. Binding Effect

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

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

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

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

COMPANY ["fvu...c

A4 | S | L460bl 7149-4...
Meghan Freeman, CEO

8/3/2021

DATED: _____

EMPLOYEE:

DocuSigned by:


By: _____

8/3/2021

DATED: _____

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

JULY							AUGUST				SEPTEMBER							OCTOBER								
S	M	T	W	T	F	S	S	M	T	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1					7			1	2	3	4						1	2	
4	5	6	7	8	9	10	8						5	7	8	9	10	11	3	4	5	6	7	8	9	
11	12	13	14	15	16	17	15						12	14	15	16	17	18	10	11	12	13	14	15	16	
18	19	20	21	22	23	24							19	20	21	22	23	24	25	17	18	19	20	21	22	23
25	26	27	28	29	30	31							26	27	28	29	30	24	25	26	27	28	29	30		
																		31								

Important Dates

- 7/1 Contract Start Date
- 7/1 First Day of School
- 7/14 Independence Day Holiday
- 9/6 Labor Day Holiday
- 11/11 Veteran's Day Holiday
- 11/22 - 11/26 Thanksgiving Break
- 12/20 - 12/31 Winter Break
- 1/17 MLK Day Holiday
- 2/18 - 2/21 Presidents' Day Weekend
- 3/14-3/18 Spring Break
- 5/30 Memorial Day
- 6/17 Last Day of School - Tradition;
- 6/16 Last Day of School - Year RoL
- 6/30 Contract End Date

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			1	2	3	4						1			1	2			5		
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8		8	9	10			12
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15							17
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22							24
28	29	30					26	27	28	29	30	31	23	24	25	26	27	28	29								
													30	31													

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				1	2			1	2	3	4	5	6	7				2	3	4				
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11				
13	14	15	16	17	18	19	10	11	12	13	14	15	16			17	18	19	20	21	12	13	14	15	16	17	18				
20	21	22	23	24	25	26	17	18	19	20	21	22	23			24	25	26	27	28	19	20	21	22	23	24	25				
27	28	29	30	31			24	25	26	27	28	29	30			31				26	27	28	29	30							

Key

- Contract Start and End Dates
- First & Last Day of School
- Paid Holidays (FT only)
- Non-Contract Days
- New Hire Teacher Training Days
- Professional Development Days



Pending Board Approval

DocuSigned by:



EAA 2021/2022 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		3	1	2	3	4	5	6	7					1	2	3	4							2
4		6	7	8		10	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7		9	
11		13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	
18							22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30			24	25	26	27	28	29	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	6			1	2	3	4							1			1	2	3	4	5
7	8	9	10	11	12	13	5	6	7	8	9	10	2		4	5	6	7	8	6	7	8	9	10	11	12	
14	15	16	17	18	19	20	12	13	14				9		11	12	13	14	15	15	16	17	18	19			
21	22	23	24	25	26	27	19	20	21				16		18	19	20	21	22	22	23	24	25	26			
28	29	30					26	27	28	29	30	31								27	28						
													30	31													

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						
						5						1	2							1	2	3	4	5	6	7							4
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11						
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18						
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25						
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				26	27	28	29	30									

Important Dates

7/4	Independence Day Holiday
9/6	Labor Day Holiday
11/11	Veteran's Day Holiday
11/22 - 11/26	Thanksgiving Break
12/20 - 12/31	Winter Break
1/17	MLK Day Holiday
2/18 - 2/21	Presidents' Day Weekend
3/14 - 3/18	Spring Break
5/30	Memorial Day

Key

	Semi-Monthly Payroll
	Monthly/Semi-Monthly Payroll
	Paid Holidays



Board Approved 05/06/2021

DocuSigned by: /3/2021



AT-WILL EMPLOYMENT AGREEMENT

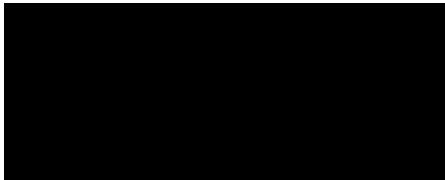
Between Elite Academic Academy Charter - Lucerne

Name: [REDACTED]

in the position of

Title: Virtual Teacher

August 3, 2021



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

DocuSigned by:


Meghan Freeman
CEO

8/3/2021

Date: _____

AGREED TO AND ACCEPTED BY:

Employee: [REDACTED]

[REDACTED]



Position Title: Virtual Teacher (6-12)
Reports to: Director of Virtual or designee
Classification: Certificated
Pay Range: Dependent upon experience & student enrollment
Work Schedule: 187-224
Location: Remote classroom with travel.

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

Qualifications & Essential Duties:

- Bachelor's Degree or higher from an accredited university.
- A valid, current, and appropriate California state Teaching Credential (ELL Authorization, or BCLAD, or CLAD).
- *Desirable:* Career Technical Education Credential (CTE Credential); Dual single subject credential or PPS Credential.
- State and Federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.
- Proof of a clear TB test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.
- Valid California Driver's License and proof of valid car insurance policy.

*Virtual Teacher Job Description
Board Approved: June 20, 2019*

Section 1: Management of Homeroom Caseload

- Maintain weekly communication with students and parents/guardians through online platform, email, and telephone communication.
- Monitor student progress in various courses.
- Assess students academic needs.
- Collaborate with student to track self-progress.
- Monitor homeroom student attendance.
- Collect needs assessment and detail vendor placement for students.
- Collect student work samples from caseloads.
- Collaborate with colleagues to create success plans for struggling students in various courses.
- Directly communicate general announcements with parents/guardians, students, and community partners.
- Consistently update communication log/documentation in Student Information Systems.
- Communicate lessons and create supplemental lessons to for homeroom curriculum.

Section 2: Student Supports

- Actively participates in Parent Conferences.
- Create lesson plans that meet state educational standards.
- Creatively supplement curriculum to engage students.
- Supports Special Education by attending IEP and filling out IEP forms/communications.
- Differentiates instruction to meet student needs/provides additional or supplemental materials when needed.
- Establishes positive and appropriate student-teacher relationships.
- Provides “Elite Progress Support Plans” for students who need to catch up on assignments or students who are struggling in course(s).
- Mentor students as an acting advisor in student clubs.

Section 3: Professional Development & Staff Collaboration

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

Section 4: General & Essential Duties

- Proctors exams and other assessments (locally/various counties).

*Virtual Teacher Job Description
Board Approved: June 20, 2019*

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

Knowledge of:

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

Ability to:

- Foster engaging activities and learning for student success through the use of technology.
- Provide individualized instruction to students by promoting interactive learning.
- Create a safe space for students to learn where diverse thinking is celebrated.
- Facilitate an online and in-person classroom culture of creativity and diversity.
- Demonstrate exemplary communication skills (oral and written).
- Demonstrates excellent time management.
- Cultivate positive rapport with students, staff, parents, and community stakeholders.
- Assess student needs and individualize instruction according to their needs/goals.
- Collaborative with colleagues in an ongoing basis.
- Assist in curriculum development.
- Work flexible hours; sometimes weekends and/or evenings.

- Accessible access to internet.
- Demonstrate integrity when making decisions.
- Travel locally, nationally, and internationally with student enrichment and educational trips.

Work Environment:

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

Physical Demands:

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

HAZARDS:

Contact with dissatisfied individuals.

Employee Acknowledgement:





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II. Claims Not Covered by the Arbitration Agreement

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

III. Class and Collective Action Waiver

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

IV. Governing Law

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

V. Notice of Claims Must be Timely

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

VI. Place of Arbitration

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

VII. Discovery

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

VIII. Arbitration Decision

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

IX. Arbitration Fees and Costs

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

X. Severability

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

XI. Sole and Entire Agreement Regarding Dispute Resolution

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

XII. Binding Effect

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

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

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

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

COMPANY:

DocuSigned by:
Meghan Freeman

By: _____
Meghan Freeman, CEO

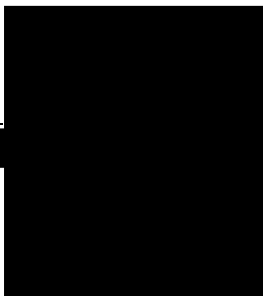
8/3/2021

DATED: _____

EMPLOYEE:

By: _____

DATED: _____



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

JULY							AUGUST				SEPTEMBER							OCTOBER									
S	M	T	W	T	F	S	S	M	T	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1	2	3	1				7				1	2	3	4						1	2		
4	5	6	7	8	9	10	8							5	7	8	9	10	11	3	4	5	6	7	8	9	
11	12	13	14	15	16	17	15							12	14	15	16	17	18	10	11	12	13	14	15	16	
18	19	20	21	22	23	24								19	20	21	22	23	24	25	17	18	19	20	21	22	23
25	26	27	28	29	30	31								26	27	28	29	30		24	25	26	27	28	29	30	
																										31	

DECEMBER							JANUARY							FEBRUARY												
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S						
														1												
1	2	3	4	5	6		1	2	3	4				2	3	4	5	6	7	8	1	2				5
7	8	9	10	11	12	13	5	6	7	8	9	10	11	9	10	11	12	13	14	15	8	9	10			12
14	15	16	17	18	19	20	12	13	14	15	16	17	18	16	17	18	19	20	21	22						17
21	22	23	24	25	26	27	19	20	21	22	23	24	25	23	24	25	26	27	28	29						24
28	29	30					26	27	28	29	30	31		30	31											

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													
6	7	8	9	10	11	12	3	4	5	6	7	8	9	1	2	3	4	5	6	7	14	5	6	7	8	9	10	11
13	14	15	16	17	18	19	10	11	12	13	14	15	16	8	9	10	11	12	13	14	12	13	14	15	16	17	18	
20	21	22	23	24	25	26	17	18	19	20	21	22	23	17	18	19	20	21	22	23	19	20	21	22	23	24	25	
27	28	29	30	31			24	25	26	27	28	29	30	24	25	26	27	28	29	30	26	27	28	29	30			

Important Dates

- 7/1 Contract Start Date
- 7/1 First Day of School
- 7/14 Independence Day Holiday
- 9/6 Labor Day Holiday
- 11/11 Veteran's Day Holiday
- 11/22 - 11/26 Thanksgiving Break
- 12/20 - 12/31 Winter Break
- 1/17 MLK Day Holiday
- 2/18 - 2/21 Presidents' Day Weekend
- 3/14-3/18 Spring Break
- 5/30 Memorial Day
- 6/17 Last Day of School - Tradition;
- 6/16 Last Day of School - Year RoL
- 6/30 Contract End Date

Key

- Contract Start and End Dates
- First & Last Day of School
- Paid Holidays (FT only)
- Non-Contract Days
- New Hire Teacher Training Days
- Professional Development Days



Pending Board Approval

8/4/2021

EAA 2021/2022 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		3		1	2	3	4	5	6	7				1	2	3	4							2
4		6	7	8		10	8	9	10	11	12	13	14	5	6	7	8	9	10	3	4	5	6	7		9	
11		13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
18							22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30			24	25	26	27	28	29	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	6			1	2	3	4						1		1	2	3	4	5			
7	8	9	10	11	12	13	5	6	7	8	9	10	2	4	5	6	7	8	6	7	8	9	10	11	12		
14	15	16	17	18	19	20	12	13	14				9	11	12	13	14	15	15	16	17	18	19				
21	22	23	24	25	26	27	19	20	21				16	18	19	20	21	22	22	23	24	25	26				
28	29	30					26	27	28	29	30	31							27	28							
													30	31													

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
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				26	27	28	29	30			

Important Dates

7/4	Independence Day Holiday
9/6	Labor Day Holiday
11/11	Veteran's Day Holiday
11/22 - 11/26	Thanksgiving Break
12/20 - 12/31	Winter Break
1/17	MLK Day Holiday
2/18 - 2/21	Presidents' Day Weekend
3/14 - 3/18	Spring Break
5/30	Memorial Day

Key

	Semi-Monthly Payroll
	Monthly/Semi-Monthly Payroll
	Paid Holidays



Board Approved 05/06/2021



8/4/2021



AT-WILL EMPLOYMENT AGREEMENT

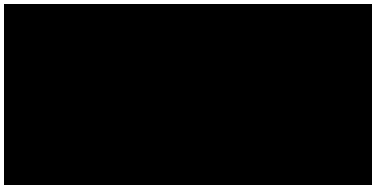
Between Elite Academic Academy Charter - LUCERNE

Name: [REDACTED]

in the position of

Title: Flex Elite Educator

August 6, 2021



We are pleased to offer you the position of **Part-Time (NON-Exempt) Flex Elite Educator** with Elite Academic Academy – Lucerne (the “School”) commencing **August 9, 2021**. We are delighted you chose to join the Elite Academic Academy team and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the “Agreement”), and are conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks. They are as follows:

1. Your job duties are detailed in the attached job description (“Exhibit A”) and you will report to the Director of Flex, or designee. A copy of your job description, attached hereto as Exhibit A, is incorporated by reference herein. The duties set forth in that job description may be amended from time to time at the sole discretion of the School.
2. You agree that you will at all times faithfully, industriously, and to the best of your ability perform all of the duties that may be required of you which shall include:
 - a. Fulfilling the functions enumerated in the job description, attached hereto as Exhibit A;
 - b. Such other duties as assigned by the Board of the School or your supervisor from time-to-time as necessary in the School’s discretion and judgment to effectuate the purposes of this Agreement. You understand that the School may at times make assignments that are in addition to those expressly described in this Agreement.
 - c. Attending any scheduled School events or training or planning sessions

before or during the school year if requested by your direct supervisor; and

- d. Following and abiding by the School's policies and procedures as adopted and amended from time-to-time, including those policies and procedures set forth in the School's current Employee Handbook, which may be amended from time to time at the sole discretion of the School.
3. You agree that while you are working for the School you will not render services in person or by electronic means, paid or otherwise, to any other entity, unless prior written approval is given by the CEO.
4. Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum rate of \$41.29 an hour for all regular hours worked, for a maximum of 20 hours per week, less applicable withholdings, for 224 days of work (see attached calendar), which amount may be adjusted upward, during or at the conclusion of the academic year, by the School's governing board in its sole discretion. *[Note: You will also be paid, at your hourly rate, for an additional 50% of all required staff meetings and professional development.]*

We anticipate that there will be occasions when we will ask you to work over 20 hours per week, and/or occasions when you may be asked to work overtime (not including the required meetings/professional development referenced above). All overtime hours must be approved in advance by your supervisor. For any overtime hours worked, you will be paid at the appropriate overtime rate in accordance with all applicable laws.

You will be paid twice a month on, or around, the 10th and 26th of each month. Human Resources will confirm your exact pay dates. *[Note: You will also be paid, at your hourly rate, for an additional 50% of required staff meetings and professional development.]*


5. As a part-time employee you will not generally be eligible for benefits, except for those required by law such as paid sick time, and California State Teachers Retirement System.
6. You shall be provided with a duty-free, uninterrupted unpaid meal period of at least thirty minutes for a work period of over 5 hours in a day and one rest break of 10 minutes for every 4 hours worked or major fraction thereof. Your supervisor will schedule the times for your meal and rest periods.
7. You are required to record your time via our timekeeping system, Paycom. You will be provided with specific instructions regarding this system. You will be responsible for reviewing, approving, and submitting your time to your supervisor. You must report any instance where you believe your time, or pay, is inaccurate to the payroll department.

8. Your employment at Elite Academic Academy is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the "at will" nature of your employment may only be changed in a document signed by you and the Chief Executive Officer of the School.
9. It is a condition of your employment that you sign the School's Arbitration Agreement which provides that any disputes between you and the School be submitted to binding arbitration. You should notify the School in writing of any complaints you have with respect to your employment so that any issues can immediately be addressed and rectified.
10. It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the school's trade secret, confidential and proprietary information as well as an assignment to Elite Academic Academy of the ideas, concepts and other intellectual property that you create while you are employed by the school.
11. The School is an equal opportunity employer. Company policy prohibits discrimination, retaliation, or harassment based on practices, national origin, including language use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.
12. You affirm that you are not a party to any agreement(s) such as a non-competition agreement that would prohibit you from employment with us.
13. This Agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This Agreement may be amended only by a writing signed by both yourself and the CEO.
14. On your first day of work you will be required to complete the INS form I-9. Please bring appropriate identification that shows your eligibility to work in the United States.

If these terms are acceptable to you, please sign one copy of this offer letter and return it at your earliest convenience. This offer will remain open for 7 days.

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

Sincerely,

 DocuSigned by:

Lh F5:
Meg an Freeman, CEO

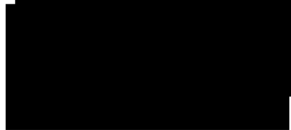
CEO/Designee Signature:

Date: 8/6/2021

AGREED TO AND ACCEPTED BY:



Employee Signature:



8/7/2021

Date:

Address:



Telephone:





Flex Elite Educator

Job Description

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

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

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

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

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

ESSENTIAL DUTIES and RESPONSIBILITIES:

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

Other Duties

- Proctoring duties as needed during the testing season.

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

KNOWLEDGE AND ABILITIES

Knowledge of:

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

Ability to:

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

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

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

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

Employee Acknowledgement:

[Redacted Signature]

Printed Name

8/7/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

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

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

I. Claims Covered by the Arbitration Agreement

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

II. Claims Not Covered by the Arbitration Agreement

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

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

III. Class and Collective Action Waiver

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

IV. Governing Law

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

V. Notice of Claims Must be Timely

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

VI. Place of Arbitration

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

VII. Discovery

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

VIII. Arbitration Decision

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

IX. Arbitration Fees and Costs

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

X. Severability

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

XI. Sole and Entire Agreement Regarding Dispute Resolution

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



XII. Binding Effect

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

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

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

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

COMPANY:  EMPLOYEE: 

By: _____ By: _____

Meghan Freeman, CEO

DATED: 8/6/2021 DATED: _____

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

JULY							AUGUST				SEPTEMBER							OCTOBER								
S	M	T	W	T	F	S	S	M	T	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1				7			1	2	3	4						1	2		
4	5	6	7	8	9	10	8						5	7	8	9	10	11	3	4	5	6	7	8	9	
11	12	13	14	15	16	17	15						12	14	15	16	17	18	10	11	12	13	14	15	16	
18	19	20	21	22	23	24							19	20	21	22	23	24	25	17	18	19	20	21	22	23
25	26	27	28	29	30	31							26	27	28	29	30		24	25	26	27	28	29	30	
																									31	

Important Dates

- 7/1 Contract Start Date
- 7/1 First Day of School
- 7/14 Independence Day Holiday
- 9/6 Labor Day Holiday
- 11/11 Veteran's Day Holiday
- 11/22 - 11/26 Thanksgiving Break
- 12/20 - 12/31 Winter Break
- 1/17 MLK Day Holiday
- 2/18 - 2/21 Presidents' Day Weekend
- 3/14-3/18 Spring Break
- 5/30 Memorial Day
- 6/7 Last Day of School - Tradition;
- 6/16 Last Day of School - Year RoL
- 6/30 Contract End Date

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				1	2	3	4							1			1	2			5
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8		8	9	10			12
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15							17
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22							24
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29							
														30	31												

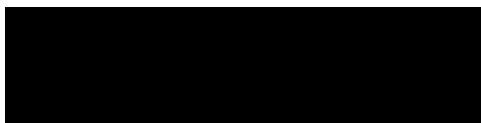
MARCH							APRIL							MAY							JUNE								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
			1	2	3	4	5					1	2				1	2	3	4	5	6	7				2	3	4
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11		
13	14	15	16	17	18	19	10	11	12	13	14	15	16				17	18	19	20	21	12	13	14	15	16	17	18	
20	21	22	23	24	25	26	17	18	19	20	21	22	23				24	25	26	27	28	19	20	21	22	23	24	25	
27	28	29	30	31			24	25	26	27	28	29	30				31					26	27	28	29	30			

Key

- Contract Start and End Dates
- First & Last Day of School
- Paid Holidays (FT only)
- Non-Contract Days
- New Hire Teacher Training Days
- Professional Development Days



Board Approved 08/05/2021



EAA 2021/2022 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		3		1	2	3	4	5	6	7				1	2	3	4							2
4		6	7	8		10	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7		9
11		13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
18							22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30			24	25	26	27	28	29	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	6		1	2	3	4							1		1	2	3	4	5			
7	8	9	10	11	12	13	5	6	7	8	9	10	2	4	5	6	7	8	6	7	8	9	10	11	12		
14	15	16	17	18	19	20	12	13	14				9	11	12	13	14	15	15	16	17	18	19				
21	22	23	24	25	26	27	19	20	21				16	18	19	20	21	22	22	23	24	25	26				
28	29	30					26	27	28	29	30	31							27	28							
													30	31													

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
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				26	27	28	29	30			

Important Dates

7/4	Independence Day Holiday
9/6	Labor Day Holiday
11/11	Veteran's Day Holiday
11/22 - 11/26	Thanksgiving Break
12/20 - 12/31	Winter Break
1/17	MLK Day Holiday
2/18 - 2/21	Presidents' Day Weekend
3/14 - 3/18	Spring Break
5/30	Memorial Day

Key

	Semi-Monthly Payroll
	Monthly/Semi-Monthly Payroll
	Paid Holidays



Board Approved 05/06/2021



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

Name: [REDACTED]

in the position of

Title: Flex Elite Educator

August 6, 2021



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On your first day of work you will be required to complete the INS form 1-9. 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,

l byf

gim11-11cfltfeflman
CEO

8/6/2021
Date: _____

AGREED TO AND ACCEPTED BY:

Employee: _____

Signature: _____

8/8/2021
Date: _____



Flex Elite Educator

Job Description

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

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

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

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

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

ESSENTIAL DUTIES and RESPONSIBILITIES:

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

Other Duties

- Proctoring duties as needed during the testing season.

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

KNOWLEDGE AND ABILITIES

Knowledge of:

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

Ability to:

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

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

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

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

Employee Acknowledgement:

[Redacted Signature]

Employee Signature

[Redacted Name]

Printed Name

8/8/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

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

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

I. Claims Covered by the Arbitration Agreement

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

II. Claims Not Covered by the Arbitration Agreement

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

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

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

IV. Governing Law

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

V. Notice of Claims Must be Timely

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

VI. Place of Arbitration

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

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

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

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

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

XI. Sole and Entire Agreement Regarding Dispute Resolution

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

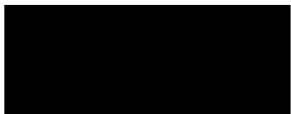
XII. Binding Effect

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

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

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

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

COMPANY:	DocuSigned by:	EMPLOYEE:
	<i>Meghan Freeman</i>	
By: _____	A4137E406BF5404...	By: _____
Meghan Freeman, CEO		
8/6/2021		
DATED: _____		DATED: _____

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

JULY							AUGUST				SEPTEMBER					OCTOBER					Important Dates														
S	M	T	W	T	F	S	S	M	T	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S									
				1	2	3	1				7				1	2	3	4																	
4	5	6	7	8	9	10	8						5	7	8	9	10	11	3	4	5	6													
11	12	13	14	15	16	17	15						12	14	15	16	17	18	10	11	12	13	14												
18	19	20	21	22	23	24							19	20	21	22	23	24	25	17	18	19	20	21											
25	26	27	28	29	30	31							26	27	28	29	30		24	25	26	27	28												
																			31																

AUGUST							SEPTEMBER				OCTOBER					NOVEMBER					Important Dates								
S	M	T	W	T	F	S	S	M	T	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
	1	2	3	4	5	6				1	2	3	4															2/18 - 2/21	Presidents' Day Weekend
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6											
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13											
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22					24			6/16	Last Day of School - Year RoL
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29								6/30	Contract End Date
														30	31														

OCTOBER							NOVEMBER				DECEMBER					JANUARY					Key								
S	M	T	W	T	F	S	S	M	T	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
	1	2	3	4	5					1	2																		
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11		
13	14	15	16	17	18	19	10	11	12	13	14	15	16	17	18	19	20	21		12	13	14	15	16	17	18			
20	21	22	23	24	25	26	17	18	19	20	21	22	23	24	25	26	27	28	29	19	20	21	22	23	24	25			
27	28	29	30	31			24	25	26	27	28	29	30	31						26	27	28	29	30					



Board Approved 08/05/2021



8/8/2021

EAA 2021/2022 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		3	1	2	3	4	5	6	7					1	2	3	4							2
4		6	7	8		10	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7		9	
11		13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	
18							22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30			24	25	26	27	28	29	30	
																					31							

Important Dates

7/14	Independence Day Holiday
9/6	Labor Day Holiday
11/11	Veteran's Day Holiday
11/22 - 11/26	Thanksgiving Break
12/20 - 12/31	Winter Break
1/17	MLK Day Holiday
2/18 - 2/21	Presidents' Day Weekend
3/14 - 3/18	Spring Break
5/30	Memorial Day

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				1	2	3	4							1			1	2	3	4	5
7	8	9	10	11	12	13	5	6	7	8	9	10	2		4	5	6	7	8	6	7	8	9	10	11	12	
14	15	16	17	18	19	20	12	13	14				9		11	12	13	14	15			15	16	17	18	19	
21	22	23	24	25	26	27	19	20	21				16		18	19	20	21	22			22	23	24	25	26	
28	29	30					26	27	28	29	30	31								27	28						
													30	31													

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					1	2	1	2	3	4	5	6	7					1	2	4	
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				26	27	28	29	30			

Key

	Semi-Monthly Payroll
	Monthly/Semi-Monthly Payroll
	Paid Holidays



Board Approved 05/06/2021

8/8/2021



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

Name: [REDACTED]

in the position of

Title: Virtual Content Teacher - Science (Single Subject)

August 16, 2021

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED],

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

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

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

Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum annual salary of \$90,000 (\$8,181.81 per month, August 2021 thru June 2022) less applicable withholdings, for 187 days of work (see calendar attached), which amount may be adjusted upward, during or at the conclusion of the academic year, by the School's governing board in its sole discretion. [Note: You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

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

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

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

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

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

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

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under

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

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

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

On your first day of work, you will be required to complete the INS form 1-9. 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
CEO

8/16/2021
Date: _____

AGREED TO AND ACCEPTED BY:

Employee: 

Signature:  Date: 8/16/2021



Virtual Content Teacher - Science Single Subject Job Description

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

Position Summary:

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

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

- A valid, current, and appropriate California state Single-Subject Science Credential in the areas Foundational-Level General Science, Biological Sciences, Chemistry, Geosciences, & Physics

*Virtual Content Teacher - Science (Single Subject) Job Description
Pending Board Approval*

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

General skills:

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Elite Academic Academy Virtual Content Teacher Courses:

- Initial setup and preparation of their courses, including due dates, syllabus, grading scale, and content review.
- Provide students with syllabus, pacing guide with due dates for assignments, and assessments.
- Provide students with standards.
- Issue midterm progress report.
- Offer office hours and Tutoring opportunities for students.
- Review completed coursework and work with the Teacher of Record to determine final grades.

*Virtual Content Teacher - Science (Single Subject) Job Description
Pending Board Approval*

- Update course as necessary.
- Hold Live Sessions for each core course.
- Train the Teacher of Records in the subject material to hold small group discussions.

Personalized Courses:

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

Education:

Bachelor's Degree (minimum)/Master's Degree preferred

Single Subject credential by coursework or exam -or- HQ by other means (e.g. HOUSSE, VPSS, etc.)

Experience:

Two (2) years directly related experience.

Use of Computer Technology:

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

Physical Demands:

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

Work Environment:

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

Employee Acknowledgement:

[Redacted Signature]

8/16/2021

Employee Signature

Printed Name

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

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

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

I. Claims Covered by the Arbitration Agreement

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

II. Claims Not Covered by the Arbitration Agreement

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

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

III. Class and Collective Action Waiver

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

IV. Governing Law

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

V. Notice of Claims Must be Timely

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

VI. Place of Arbitration

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

VII. Discovery

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

VIII. Arbitration Decision

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

IX. Arbitration Fees and Costs

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

X. Severability

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

XI. Sole and Entire Agreement Regarding Dispute Resolution

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

XII. Binding Effect

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

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

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

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

COMPANY:

DocuSigned by:
Meghan Freeman
A4137F4068FE5494

EMPLOYEE:

By: _____

Meghan Freeman, CEO
8/16/2021

By: _____

8/16/2021

DATED: _____

DATED: _____

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

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	3		1	2	3	4	5	6	7				1	2	3	4						1	2
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	7	8	9	10	11	3	4	5	6	7	8	9	
11	12	13	14	15	16	17	15	16	17			21		12	14	15	16	17	18	10	11	12	13	14	15	16	
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30		24	25	26	27	28	29	30	
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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																								
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14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15						17																									
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28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29																															

MARCH							APRIL							MAY							JUNE																												
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27	28	29	30	31			24	25	26	27	28	29	30				31					26	27	28	29	30																							

Important Dates

7/1	Contract Start Date
7/1	First Day of School
7/4	Independence Day Holiday
9/6	Labor Day Holiday
11/11	Veteran's Day Holiday
11/22 - 11/26	Thanksgiving Break
12/20 - 12/31	Winter Break
1/17	MLK Day Holiday
2/18 - 2/21	Presidents' Day Weekend
3/14-3/18	Spring Break
5/30	Memorial Day
6/17	Last Day of School - Tradition;
6/16	Last Day of School - Year RoL
6/30	Contract End Date

Key

 	Contract Start and End Dates
 	First & Last Day of School
 	Paid Holidays (FT only)
 	Non-Contract Days
 	Professional Development Days



Board Approved 05/06/2021

8/16/2021

EAA 2021/2022 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		3	1	2	3	4	5	6	7					1	2	3	4							2
4		6	7	8		10	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7		9	
11		13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	
18							22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	
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																					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
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28	29	30					26	27	28	29	30	31							27	28							
													30	31													

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
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13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				26	27	28	29	30			

Important Dates

7/4	Independence Day Holiday
9/6	Labor Day Holiday
11/11	Veteran's Day Holiday
11/22 - 11/26	Thanksgiving Break
12/20 - 12/31	Winter Break
1/17	MLK Day Holiday
2/18 - 2/21	Presidents' Day Weekend
3/14 - 3/18	Spring Break
5/30	Memorial Day

Key

	Semi-Monthly Payroll
	Monthly/Semi-Monthly Payroll
	Paid Holidays



Board Approved 05/06/2021



6/2021



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

Name: [REDACTED]

in the position of

Title: Homeschool Teacher

August 4, 2021



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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

Sincerely,

DocuSigned by:


Meghan Freeman
CEO

8/4/2021

Date: _____

AGREED TO AND ACCEPTED BY:

Employee: Tasha Orshoff

Signature:  Date: 8/5/2021



Homeschool Teacher

Job Description

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

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

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

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

General Elite Educator Skills:

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

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

ESSENTIAL DUTIES AND RESPONSIBILITIES

Professional Support:

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

Elite Educator Responsibilities:

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

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

Paperwork and Documentation:

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

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

Advice and Support:

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

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

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

Other Duties

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

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

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

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

Employee Acknowledgement:

[Redacted Signature]

[Redacted Name]

8/5/2021

Printed Name

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

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

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

I. Claims Covered by the Arbitration Agreement

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

II. Claims Not Covered by the Arbitration Agreement

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

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

III. Class and Collective Action Waiver

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

IV. Governing Law

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

V. Notice of Claims Must be Timely

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

VI. Place of Arbitration

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

VII. Discovery

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

VIII. Arbitration Decision

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

IX. Arbitration Fees and Costs

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

X. Severability

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

XI. Sole and Entire Agreement Regarding Dispute Resolution

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

XII. Binding Effect

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

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

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

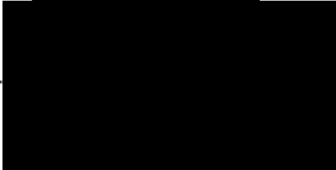
Both the COMPANY and the EMPLOYEE further acknowledge that they are entering into this agreement voluntarily and that EMPLOYEE will not be fired or, in the case of a new hire, be denied a job, for declining to sign this agreement.

COMPANY 

Meghan Freeman, CEO
8/4/2021

DATED: _____

EMPLOYEE:

By: 

DATED: _____

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

JULY							AUGUST				SEPTEMBER							OCTOBER								
S	M	T	W	T	F	S	S	M	T	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
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11	12	13	14	15	16	17	15						12	14	15	16	17	18	10	11	12	13	14	15	16	
18	19	20	21	22	23	24							19	20	21	22	23	24	25	17	18	19	20	21	22	23
25	26	27	28	29	30	31							26	27	28	29	30		24	25	26	27	28	29	30	
																									31	

Important Dates

- 7/1 Contract Start Date
- 7/1 First Day of School
- 7/14 Independence Day Holiday
- 9/6 Labor Day Holiday
- 11/11 Veteran's Day Holiday
- 11/22 - 11/26 Thanksgiving Break
- 12/20 - 12/31 Winter Break
- 1/17 MLK Day Holiday
- 2/18 - 2/21 Presidents' Day Weekend
- 3/14-3/18 Spring Break
- 5/30 Memorial Day
- 6/7 Last Day of School - Tradition;
- 6/16 Last Day of School - Year RoL
- 6/30 Contract End Date

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
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7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8		8	9	10			12
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15							17
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22							24
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29							
														30	31												

MARCH							APRIL							MAY							JUNE											
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20	21	22	23	24	25	26	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					19	20	21	22	23	24	25
27	28	29	30	31			24	25	26	27	28	29	30	31												26	27	28	29	30		

Key

- Contract Start and End Dates
- First & Last Day of School
- Paid Holidays (FT only)
- Non-Contract Days
- New Hire Teacher Training Days
- Professional Development Days



Pending Board Approval



8/5/2021

EAA 2021/2022 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					
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NOVEMBER							DECEMBER							JANUARY							FEBRUARY						
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													30	31													

MARCH							APRIL							MAY							JUNE						
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27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				26	27	28	29	30			

Important Dates

7/4	Independence Day Holiday
9/6	Labor Day Holiday
11/11	Veteran's Day Holiday
11/22 - 11/26	Thanksgiving Break
12/20 - 12/31	Winter Break
1/17	MLK Day Holiday
2/18 - 2/21	Presidents' Day Weekend
3/14 - 3/18	Spring Break
5/30	Memorial Day

Key

	Semi-Monthly Payroll
	Monthly/Semi-Monthly Payroll
	Paid Holidays



Board Approved 05/06/2021



8/5/2021



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - LUCERNE

Name: [REDACTED]

in the position of

Title: Flex Elite Educator

August 23, 2021

[REDACTED]
[REDACTED]
[REDACTED]

Dear [REDACTED],

We are pleased to offer you the position of **Part-Time (NON-Exempt) Flex Elite Educator** with Elite Academic Academy – Lucerne (the “School”) commencing **August 25, 2021**. We are delighted you chose to join the Elite Academic Academy team and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the “Agreement”), and are conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks. They are as follows:

1. Your job duties are detailed in the attached job description (“Exhibit A”) and you will report to the Director of Flex, or designee. A copy of your job description, attached hereto as Exhibit A, is incorporated by reference herein. The duties set forth in that job description may be amended from time to time at the sole discretion of the School.
2. You agree that you will at all times faithfully, industriously, and to the best of your ability perform all of the duties that may be required of you which shall include:
 - a. Fulfilling the functions enumerated in the job description, attached hereto as Exhibit A;
 - b. Such other duties as assigned by the Board of the School or your supervisor from time-to-time as necessary in the School’s discretion and judgment to effectuate the purposes of this Agreement. You understand that the School may at times make assignments that are in addition to those expressly described in this Agreement.

- c. Attending any scheduled School events or training or planning sessions before or during the school year if requested by your direct supervisor; and
 - d. Following and abiding by the School's policies and procedures as adopted and amended from time-to-time, including those policies and procedures set forth in the School's current Employee Handbook, which may be amended from time to time at the sole discretion of the School.
3. You agree that while you are working for the School you will not render services in person or by electronic means, paid or otherwise, to any other entity, unless prior written approval is given by the CEO.
4. Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum rate of \$41.29 an hour for all regular hours worked, for a maximum of 20 hours per week, less applicable withholdings, for 187 days of work (see attached calendar), which amount may be adjusted upward, during or at the conclusion of the academic year, by the School's governing board in its sole discretion. [Note: *You will also be paid, at your hourly rate, for an additional 50% of all required staff meetings and professional development.*]

We anticipate that there will be occasions when we will ask you to work over 20 hours per week, and/or occasions when you may be asked to work overtime (not including the required meetings/professional development referenced above). All overtime hours must be approved in advance by your supervisor. For any overtime hours worked, you will be paid at the appropriate overtime rate in accordance with all applicable laws.

You will also receive a stipend of \$25.00 a month for mileage (in lieu of mileage reimbursement. You will be paid twice a month on, or around, the 10th and 26th of each month. Human Resources will confirm your exact pay dates. [Note: You will also be paid, at your hourly rate, for an additional 50% of required staff meetings and professional development.]

5. As a part-time employee you will not generally be eligible for benefits, except for those required by law such as paid sick time, and California State Teachers Retirement System.
6. You shall be provided with a duty-free, uninterrupted unpaid meal period of at least thirty minutes for a work period of over 5 hours in a day and one rest break of 10 minutes for every 4 hours worked or major fraction thereof. Your supervisor will schedule the times for your meal and rest periods.
7. You are required to record your time via our timekeeping system, Paycom. You will be provided with specific instructions regarding this system. You will be responsible for reviewing, approving, and submitting your time to your supervisor. You must report any instance where you believe your time, or pay, is inaccurate to the payroll department.
8. Your employment at Elite Academic Academy is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual

benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the "at will" nature of your employment may only be changed in a document signed by you and the Chief Executive Officer of the School.

9. It is a condition of your employment that you sign the School's Arbitration Agreement which provides that any disputes between you and the School be submitted to binding arbitration. You should notify the School in writing of any complaints you have with respect to your employment so that any issues can immediately be addressed and rectified.
10. It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the school's trade secret, confidential and proprietary information as well as an assignment to Elite Academic Academy of the ideas, concepts and other intellectual property that you create while you are employed by the school.
11. The School is an equal opportunity employer. Company policy prohibits discrimination, retaliation, or harassment based on practices, national origin, including language use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.
12. You affirm that you are not a party to any agreement(s) such as a non-competition agreement that would prohibit you from employment with us.
13. This Agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This Agreement may be amended only by a writing signed by both yourself and the CEO.
14. On your first day of work you will be required to complete the INS form I-9. Please bring appropriate identification that shows your eligibility to work in the United States.

If these terms are acceptable to you, please sign one copy of this offer letter and return it at your earliest convenience. This offer will remain open for 7 days.

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

Sincerely,

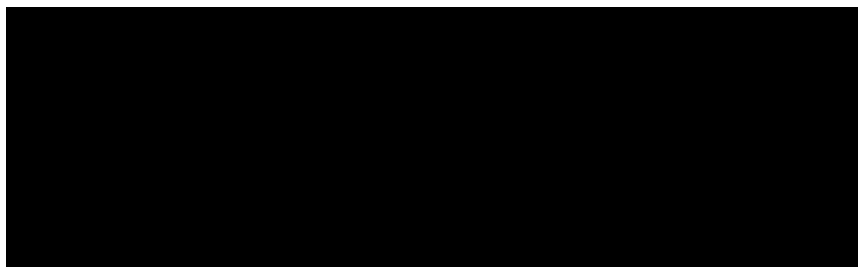
DocuSigned by:
Meghan Freeman
A4137E406BF5494...

Meghan Freeman, CEO

CEO/Designee Signature:

Date: 8/23/2021

AGREED TO AND ACCEPTED BY:



ate: 8/23/2021



Flex Elite Educator

Job Description

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

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

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

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

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

ESSENTIAL DUTIES and RESPONSIBILITIES:

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

Other Duties

- Proctoring duties as needed during the testing season.

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

KNOWLEDGE AND ABILITIES

Knowledge of:

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

Ability to:

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

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

Use of Computer Technology:

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

Physical Demands:

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

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


Work Environment:

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

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

Employee Acknowledgement:


Employee Signature


Printed Name

8/23/2021
Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

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

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

I. Claims Covered by the Arbitration Agreement

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

II. Claims Not Covered by the Arbitration Agreement

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

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

III. Class and Collective Action Waiver

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

IV. Governing Law

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

V. Notice of Claims Must be Timely

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

VI. Place of Arbitration

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

VII. Discovery

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

VIII. Arbitration Decision

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

IX. Arbitration Fees and Costs

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

X. Severability

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

XI. Sole and Entire Agreement Regarding Dispute Resolution

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

XII. Binding Effect

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

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

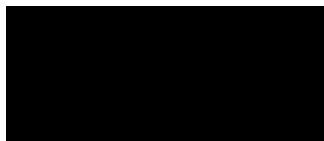
Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

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

COMPANY:

DocuSigned by:
Meghan Freeman
A4137E406BF5494...

EMPLOYEE:



By: _____

Meghan Freeman, CEO

By: _____

8/23/2021

8/23/2021

DATED: _____

DATED: _____

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

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
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18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30		24	25	26	27	28	29	30	
																					31						

Important Dates

- 7/1 Contract Start Date
- 7/1 First Day of School
- 7/4 Independence Day Holiday
- 9/6 Labor Day Holiday
- 11/11 Veteran's Day Holiday
- 11/22 - 11/26 Thanksgiving Break
- 12/20 - 12/31 Winter Break
- 1/17 MLK Day Holiday
- 2/18 - 2/21 Presidents' Day Weekend
- 3/14 - 3/18 Spring Break
- 5/30 Memorial Day
- 6/7 Last Day of School - Tradition;
- 6/16 Last Day of School - Year RoL
- 6/30 Contract End Date

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
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7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8		8	9	10		12	
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28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29							
														30	31												

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
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13	14	15	16	17	18	19	10	11	12	13	14	15	16			17	18	19	20	21	12	13	14	15	16	17	18
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27	28	29	30	31			24	25	26	27	28	29	30			31					26	27	28	29	30		

- ### Key
- Contract Start and End Dates
 - First & Last Day of School
 - Paid Holidays (FT only)
 - Non-Contract Days
 - Professional Development Days



Board Approved 05/06/2021

8/23/2021

EAA 2021/2022 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
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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
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MARCH							APRIL							MAY							JUNE						
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27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				26	27	28	29	30			

Important Dates

7/4	Independence Day Holiday
9/6	Labor Day Holiday
11/11	Veteran's Day Holiday
11/22 - 11/26	Thanksgiving Break
12/20 - 12/31	Winter Break
1/17	MLK Day Holiday
2/18 - 2/21	Presidents' Day Weekend
3/14 - 3/18	Spring Break
5/30	Memorial Day

Key

	Semi-Monthly Payroll
	Monthly/Semi-Monthly Payroll
	Paid Holidays



Board Approved 05/06/2021



3/23/2021



Temporary Contract Addendum

August 6, 2021

Re: Temporary Admissions Clerk Position – [REDACTED]

Effective as of today's date, your temporary contract (attached) will be amended (by virtue of this contract addendum) to now include an end date of August 31, 2021.

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

DocuSigned by:
Meghan Freeman
A4137E406BF5494...

Meghan Freeman
CEO

8/6/2021

[REDACTED]

lerk

8/7/2021



Date of Offer: April 1, 2021

Assignment Offered: Temporary Admissions 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 Adrian Heredia (the "Temp") who agrees to be bound by this Contract.

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

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

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

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

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

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

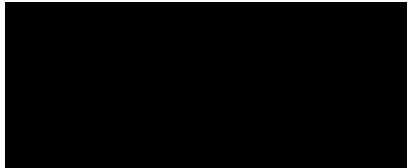
Elite Academic Academy

DocuSigned by:

A4137E406BF5494...
Meghan Freeman - CEO

4/1/2021
Date

AGREED TO AND ACCEPTED BY:



4/1/2021
Date

Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

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



Temporary Admissions Clerk

Job Description

Position Title:	Temporary Admissions Clerk
Reports To:	Chief Operating Officer
FLSA Status:	Non-Exempt
School Classification:	Classified
Pay Range:	\$20-\$25 (<i>depending upon experience</i>)
Work Schedule:	Temporary; Part-Time (approximately 4 hours per day; approximately 6 weeks)
Location:	Onsite or Remote Office (TBD)

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

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

- Any combination equivalent to: High school diploma; and three years clerical experience. Experience in the independent study educational model preferred. Bilingual skills preferred.
- Experience with data entry, student information system, and independent study compliance.
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.
- Proof of a clear TB Tine test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.
- Any other qualifications the Board of Education may deem necessary or desirable.

*Temporary Admissions Clerk Job Description
Board Approved: March 5, 2020*

ESSENTIAL FUNCTIONS and RESPONSIBILITIES:

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

Other Duties

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

Knowledge of:

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

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

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

- Noise level is generally moderate.
- Meetings conducted in an office setting and public forums.

- **Indoor varying in temperature.**

Employee Acknowledgement:

  4/1/2021

Printed Name **Date**



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

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

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

I. Claims Covered by the Arbitration Agreement

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

II. Claims Not Covered by the Arbitration Agreement

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

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

III. Class and Collective Action Waiver

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

IV. Governing Law

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

V. Notice of Claims Must be Timely

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

VI. Place of Arbitration

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

VII. Discovery

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

VIII. Arbitration Decision

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

IX. Arbitration Fees and Costs

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

X. Severability

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

XI. Sole and Entire Agreement Regarding Dispute Resolution

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

XII. Binding Effect

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

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

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

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

COMPANY:  EMPLOYEE

By: 
Meghan Freeman, CEO

DocuSigned by: 

DATED: 4/1/2021 _____

DATED: 4/1/2021 _____



August 4 2020



Re: 21/22 Contract Addendum

Effective immediately, your 21.22 contract (and contract addendum) has been amended to allow you to work up to 30 hours per week as a Content Teacher for Secondary Spanish and Social Science.

You will be paid \$36.75 an hour, for all regular hours worked, for a maximum of 30 hours per week. We anticipate that there will be occasions when we will ask you to work over 30 hours per week, and/or occasions when you may be asked to work overtime. All hours worked above 30 in a week, and all overtime hours, must be approved in advance by your supervisor. You will continue to be paid twice a month on, or around, the 10th and 26th of each month

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

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

f

DocuSigned by:

f VU\o.AA,

8/4/2021

"1-17R1Q5FE191...

Meghan Freeman

Chief Executive Officer



8/4/2021



July 16, 2021

Re: 21/22 Contract Addendum - COLA

Effective July 1, 2021, your 21/22 contract (attached) will be amended to include a COLA increase of 5%, as approved by Resolution, by the Board of Directors, on June 17, 2021.

[Note: You will see this change on your upcoming payroll - July 26, 2021.]

All other elements of your completed 21/22 contract (attached), including your job description, and staffing calendar, remain in full effect and are not changed based on this addendum; however, the Human Resources department will be preparing a revised contract (including your new pay rate) for your review and signature.

This updated contract will be sent out within the next few weeks.

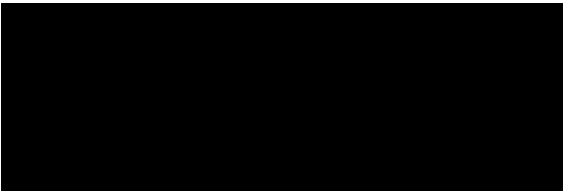
In the meantime, please confirm acknowledgment of this addendum by signing the below; and please contact Tracy Hasper, in Human Resources, if you have any questions or concerns.

DocuSigned by:
Meghan Freeman
A4137E406BF5494...

Meghan Freeman
Chief Executive Officer

7/16/2021

Date



7/16/2021

Date

Employee Title



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

Name: [REDACTED]

in the position of

Title: Part-Time Hourly (Non-Exempt) Virtual High School HQT

June 1, 2021

[REDACTED]
[REDACTED]
[REDACTED]

Dear [REDACTED]

We are pleased to offer you the position of **Part-Time (Non-Exempt) Virtual High School HQT** with Elite Academic Academy – Lucerne (the “School”) commencing **July 1, 2021**, including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Elite Academic Academy team and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the “Agreement”) and are conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks. They are as follows:

1. Your job duties are detailed in the attached job description (“Exhibit A”) and you will report to the Director of Virtual, or designee. A copy of your job description, attached hereto as Exhibit A, is incorporated by reference herein. The duties set forth in that job description may be amended from time to time at the sole discretion of the School.
2. You agree that you will at all times faithfully, industriously, and to the best of your ability perform all of the duties that may be required of you which shall include:
 - a. Fulfilling the functions enumerated in the job description, attached hereto as Exhibit A;
 - b. Such other duties as assigned by the Board of the School or your supervisor from time-to-time as necessary in the School’s discretion and judgment to effectuate the purposes of this Agreement. You understand that the School may at times make assignments that are in addition to those expressly described in this Agreement.
 - c. Attending any scheduled School events or training or planning sessions before or

during the school year if requested by your direct supervisor; and

- d. Following and abiding by the School's policies and procedures as adopted and amended from time-to-time, including those policies and procedures set forth in the School's current Employee Handbook, which may be amended from time to time at the sole discretion of the School.
3. You agree that while you are working for the School you will not render services in person or by electronic means, paid or otherwise, to any other entity, unless prior written approval is given by the CEO.
4. You will be paid \$35.00 an hour, for all regular hours worked, for a maximum of 20 hours per week, less applicable withholdings, for 224 days of work (see attached calendar). We anticipate that there will be occasions when we will ask you to work over 20 hours per week, and/or occasions when you may be asked to work overtime. All hours worked above 20 in a week, and all overtime hours, must be approved in advance by your supervisor. You will be paid twice a month on, or around, the 10th^h and 26th of each month. Human Resources will confirm your exact pay dates.
5. As a part-time employee you will not generally be eligible for benefits, except for those required by law such as paid sick time, and California State Teachers Retirement System.
6. You shall be provided with a duty-free, uninterrupted unpaid meal period of at least thirty minutes for a work period of over 5 hours in a day and one rest break of 10 minutes for every 4 hours worked or major fraction thereof. Your supervisor will schedule the times for your meal and rest periods.
7. You are required to record your time via our timekeeping system, Paycom. You have been provided with specific instructions regarding this system. You will be responsible for reviewing, approving, and submitting your time to your supervisor. You must report any instance where you believe your time, or pay, is inaccurate to the payroll department.
8. Your employment at Elite Academic Academy is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the "at will" nature of your employment may only be changed in a document signed by you and the Chief Executive Officer of the School.
9. It is a condition of your employment that you sign the School's Arbitration Agreement (which you previously signed) which provides that any disputes between you and the School be submitted to binding arbitration. You should notify the School in writing of any complaints you have with respect to your employment so that any issues can immediately be addressed and rectified.
10. It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement (which you previously signed), which contains additional requirements for the protection of the school's trade secret, confidential and proprietary information as well as an assignment to Elite Academic Academy of the ideas, concepts and

other intellectual property that you create while you are employed by the school.

11. The School is an equal opportunity employer. Company policy prohibits discrimination, retaliation, or harassment based on practices, national origin, including language use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.
12. You affirm that you are not a party to any agreement(s) such as a non-competition agreement that would prohibit you from employment with us.
13. This Agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This Agreement may be amended only by a writing signed by both yourself and the CEO.
14. On your first day of work you will be required to complete the INS form I-9. Please bring appropriate identification that shows your eligibility to work in the United States.

If these terms are acceptable to you, please sign one copy of this offer letter and return it at your earliest convenience. This offer will remain open for 7 days.

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

Sincerely,

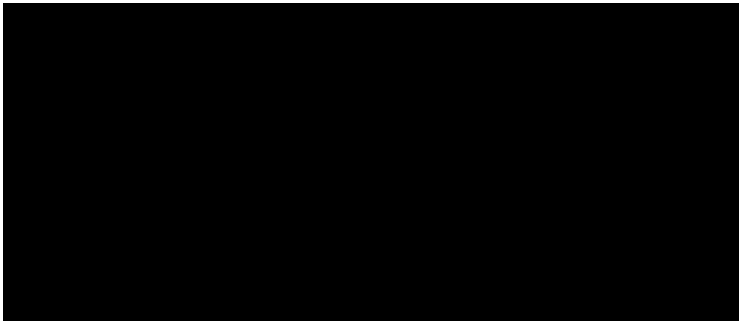
DocuSigned by:

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Meghan Freeman, CEO

CEO/Designee Signature:

Date: 6/1/2021



Date: 6/3/2021



Virtual HQT- Part Time Hourly Job Description

Job Title:	High School HQT
Department:	Credentialed Teacher
Reports To:	Director of Virtual, or designee
FLSA Status:	Non-Exempt
Job Classification:	Certificated Part-Time
Position Location:	Remote Office

Position Summary: The HQT is responsible for overseeing subject-specific online courses in a variety of capacities. The HQT provides students/parents with standards, reviews the course outline and ensures the standards are covered and that there is adequate rigor, provides student with feedback as necessary, creates personalized pacing guides including due dates and assignments for the course for the parent and teacher of record to utilize, reviews completed coursework, and makes final grade determination. In addition, the HQT will ensure academic success of the students in their courses through consistent and clear communication and small-group and 1-1 tutoring opportunities for Elite students.

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. **Currently accepting applications for valid and current credentials in:**
 - Multiple Subject
 - Single Subject English
 - Single Subject Math
 - Single Subject Social Science
 - Single Subject Science
 - Single Subject Spanish

*Virtual | HQT Job Description
Approved by Board 05/07/2020*

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

General skills:

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Elite Academic Academy HQT Courses:

- Initial setup and preparation of their courses, including due dates, syllabus, grading scale, and content review.
- Provide student with syllabus, pacing guide with due dates for assignments, and assessments.
- Provide student with standards.
- Issue midterm progress report.
- Offer office hours and Tutoring opportunities for students.
- Review completed coursework and make final grade determination.
- Update course as necessary.
- Hold Live Sessions for each core course.

Personalized Courses:

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

Education:

Bachelor's Degree

Single Subject credential by coursework or exam -or- HQ by other means (e.g. HOUSSE, VPSS, etc.)

Experience:

Two (2) years directly related experience.

Use of Computer Technology:

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

Physical Demands:

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

Work Environment:

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

Employee Acknowledgement:

[Redacted Signature]

6/3/2021

Date

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

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	3	1	2	3	4	5	6	7	1	2	3	4							1	2							1	2
4	5	6	7	8	9	10	8	9	10				14	5	7	8	9	10	11							3	4	5	6	7	8	9	
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	14	15	16	17	18							10	11	12	13	14	15	16	
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25						17	18	19	20	21	22	23	
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30								24	25	26	27	28	29	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	6			1	2	3	4							1			1	2			5					
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	8	9	10			12					
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15						17					
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22						24					
28	29	30					26	27	28	29	30	31	23	24	25	26	27	28	29												
														30	31																

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				1	2				1	2	3	4	5	6	7							2	3	4
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11		
13	14	15	16	17	18	19	10	11	12	13	14	15	16	17	18	19	20	21	22	23	12	13	14	15	16	17	18		
20	21	22	23	24	25	26	17	18	19	20	21	22	23	24	25	26	27	28	29	30	19	20	21	22	23	24	25		
27	28	29	30	31			24	25	26	27	28	29	30	31							26	27	28	29	30				

Important Dates

- 7/1 Contract Start Date
- 7/1 First Day of School
- 7/14 Independence Day Holiday
- 9/6 Labor Day Holiday
- 11/11 Veteran's Day Holiday
- 11/22 - 11/26 Thanksgiving Break
- 12/20 - 12/31 Winter Break
- 1/17 MLK Day Holiday
- 2/18 - 2/21 Presidents' Day Weekend
- 3/14 - 3/18 Spring Break
- 5/30 Memorial Day
- 6/17 Last Day of School - Tradition;
- 6/16 Last Day of School - Year RoL
- 6/30 Contract End Date

Key

- Contract Start and End Dates
- First & Last Day of School
- Paid Holidays (FT only)
- Non-Contract Days
- Professional Development Days



Board Approved 05/06/2021

6/3/2021

EAA 2021/2022 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		3		1	2	3	4	5	6	7				1	2	3	4							2
4		6	7	8		10	8	9	10	11	12	13	14	5	6	7	8	9	10	3	4	5	6	7		9	
11		13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
18							22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30			24	25	26	27	28	29	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	6				1	2	3	4							1		1	2	3	4	5	
7	8	9	10	11	12	13	5	6	7	8	9	10	2		4	5	6	7	8	6	7	8	9	10	11	12	
14	15	16	17	18	19	20	12	13	14				9		11	12	13	14	15	15	16	17	18	19			
21	22	23	24	25	26	27	19	20	21				16		18	19	20	21	22	22	23	24	25	26			
28	29	30					26	27	28	29	30	31								27	28						
													30	31													

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
						5						2							7							4	
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				26	27	28	29	30			

Important Dates

7/4	Independence Day Holiday
9/6	Labor Day Holiday
11/11	Veteran's Day Holiday
11/22 - 11/26	Thanksgiving Break
12/20 - 12/31	Winter Break
1/17	MLK Day Holiday
2/18 - 2/21	Presidents' Day Weekend
3/14 - 3/18	Spring Break
5/30	Memorial Day

Key

	Semi-Monthly Payroll
	Monthly/Semi-Monthly Payroll
	Paid Holidays



Board Approved 05/06/2021

/3/2021



Temporary Contract Addendum

August 3, 2021

Re: Temporary Technology Support Position --

Effective as of today's date, your temporary contract and contract addendum (attached) will be amended (by virtue of this contract addendum) to now include an end date of November 30, 2021.

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

L

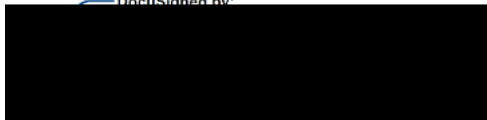
DocuSigned by:

f VUt\lo.AA,

8/3/2021

Meghan Freeman
CEO

DocuSigned by:



8/3/2021



Temporary Contract Addendum

July 6, 2021

Re: Temporary Technology Support Position --

Effective as of today's date, your temporary contract and contract addendum (attached) will be amended (by virtue of this contract addendum) to now include an end date of August 31, 2021.

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

DocuSigned by:

fvvv.o.AA,

7/8/2021

(137E40G8E42)

Meghan Freeman
CEO

DocuSigned by:

7/13/2021

Temp Technology Support



Temporary Contract Addendum

April 23, 2021

Re: Temporary Technology Support Position --

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

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

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DocuSigned by:

fvwv.o.AA,

4/26/2021

Meghan Freeman
CEO

DocuSigned by:



4/26/2021

Temp Technology Support



Date of Offer: April 14, 2021

Assignment Offered: Temporary Technology Support

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

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

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

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Elite Academic Academy

DocuSigned by:

f VU\\o.AA,

4/14/2021

01117e40sllF-101...

Meghan Freeman - CEO

Date

AGREED TO AND ACCEPTED BY:

DocuSigned by:

4/14/2021

Date

Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

- COMPENSATION.
 - o 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.
 - o 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.
 - o The compensation set out above shall be the Temp's sole compensation under the Temporary Employment Contract. Sick leave will be provided in accordance with the law after 90 days of employment.
 - o Payments to the Temp shall be subject to employer withholding.



Temporary Technology Support *Job Description*

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

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

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

- Any combination equivalent to: graduation from high school and one year hands-on IT technical support experience.
- Solid understanding of Google Suite tools and how to troubleshoot issues with the suite.
- Attention to detail and good problem-solving skills.
- Excellent interpersonal skills.
- Good written and verbal communication.
- Bilingual skills preferred.
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.
- Proof of a clear TB Tine test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.

*Temporary Technology Support Job Description
Pending Board Approval*

ESSENTIAL DUTIES and RESPONSIBILITIES

Under the direction of the Director of Academic Innovation and in tandem with our Technology Support Coordinator:

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

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

- Office environment.


*Temporary Technology Support Job Description
Pending Board Approval*

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

Hazards:

- Contact with dissatisfied individuals

Employee Acknowledgement:

	<u>4/14/2021</u>
Employee Signature	Date

Printed Name



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

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

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

I. Claims Covered by the Arbitration Agreement

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

II. Claims Not Covered by the Arbitration Agreement

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

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

III. Class and Collective Action Waiver

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

IV. Governing Law

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

V. Notice of Claims Must be Timely

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

VI. Place of Arbitration

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

VII. Discovery

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

VIII. Arbitration Decision

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

IX. Arbitration Fees and Costs

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

X. Severability

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

XI. Sole and Entire Agreement Regarding Dispute Resolution

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

XII. Binding Effect

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

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

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


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

COMPANY

Meghan Freeman, CEO

DATED: 4/14/2021

EMPLOYEE:

By: 

DATED: 4/14/2021



Temporary Contract Addendum

August 5, 2021

Re: Temporary Year-Round Instructional Aide Position - [REDACTED]

Effective as of today's date, your temporary contract (attached) will be amended (by virtue of this contract addendum) to now include an end date of August 31, 2021.

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

DocuSigned by:
Meghan Freeman 8/5/2021
44137E4068E5494

Meghan Freeman
CEO

[REDACTED] 8/5/2021
[REDACTED] Instructional Aide



Date of Offer: June 15, 2021

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 21, 2021, and continue until August 11, 2021.
- The Temp agrees and acknowledges that, just as the Temp has the right to terminate employment with the School at any time, with or without cause and with or without notice, the School has the same right, and may terminate the Temp's employment with the School at any time, with or without cause and with or without notice.
- The School shall employ the Temp as a Part-Time Instructional Aide (the "Position") performing the duties described on Exhibit A attached hereto. The Temp accepts employment with the School on the terms and conditions set forth in this Temporary Employment Contract, and agrees to devote his/her full time and attention (reasonable periods of illness excepted) to the performance of his/her duties under this Contract.
- The Temp's days of work shall be Monday through Friday at hours determined by the School, provided that ordinary working hours shall not exceed 20 hours per week, *unless agreed upon by the School*.
- In consideration for the performance of the duties hereunder, the Temp shall be entitled to compensation as described on Exhibit B attached hereto.
- The Temp agrees and acknowledges that he/she shall comply with the School's Employee Handbook. Copies of such documents are available upon request.
- No modification of this Contract shall be valid unless in writing and agreed upon by both Parties.

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

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

Elite Academic Academy

DocuSigned by:
f VUt\o.AA,
A413/E4068Fb494...
Meghan Freeman -CEO
6/15/2021
Date

AGREED TO AND ACCEPTED BY:


6/15/2021
Date

Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

- COMPENSATION.
 - o 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.
 - o 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.
 - o The compensation set out above shall be the Temp's sole compensation under the Temporary Employment Contract. Sick leave will be provided in accordance with the law.
 - o Payments to the Temp shall be subject to employer withholding.



Temporary Year-Round Instructional Aide

Job Description

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

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

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

- Any combination equivalent to: graduation from high school and at least one year experience related to the duties and responsibilities specified.
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.
- Proof of a clear TB Tine test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.

ESSENTIAL DUTIES and RESPONSIBILITIES:

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

Other Duties

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

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

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

- Handle feedback and constructive criticism.

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

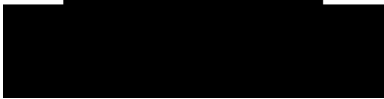
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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

Hazards:

- Contact with dissatisfied individuals

Employee Acknowledgement:



Employee Signature



Printed Name

6/15/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

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

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

I. Claims Covered by the Arbitration Agreement

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

II. Claims Not Covered by the Arbitration Agreement

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

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

III. Class and Collective Action Waiver

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

IV. Governing Law

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

V. Notice of Claims Must be Timely

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

VI. Place of Arbitration

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

VII. Discovery

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

VIII. Arbitration Decision

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

IX. Arbitration Fees and Costs

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

X. Severability

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

XI. Sole and Entire Agreement Regarding Dispute Resolution

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

XII. Binding Effect

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

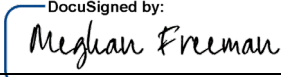
EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either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

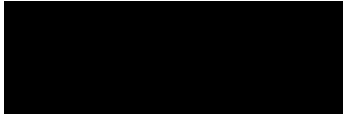
Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

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

COMPANY:

EMPLOYEE:

By: 
Meghan Freeman, CEO
6/15/2021

By: 

DATED: _____

DATED: 6/15/2021

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

JUNE					JULY					AUGUST										
S	M	T	W	T	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
	1	2	3	4	5				1	2	3	1	2	3	4	5	6	7		
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
13	14	15			19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	
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27	28	29	30			25	26	27	28	29	30	31	29	30	31					

Important Dates

6/16	Contract Start Date
7/1	First Day of School
7/5	Independence Day Holiday
8/7	Last Day of First LP- Year Round
8/10	Contract End Date

Key

- Contract Start and End Dates
- First & Last Day of the Learning Period
- Holiday
- Professional Development Days

ELITE
 EDUCATIONAL INSTITUTE
 AC AO EM Y

Board Approved 05/06/2021





Temporary Contract Addendum

August 5, 2021

Re: Temporary Year-Round Instructional Aide Position - [REDACTED]

Effective as of today's date, your temporary contract (attached) will be amended (by virtue of this contract addendum) to now include an end date of August 14, 2021.

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

DocuSigned by:
Meghan Freeman
44137F4068F5494

8/5/2021

Meghan Freeman
CEO

[REDACTED]

5/2021

al Aide



Date of Offer: June 15, 2021

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 21, 2021, and continue until August 11, 2021.
- The Temp agrees and acknowledges that, just as the Temp has the right to terminate employment with the School at any time, with or without cause and with or without notice, the School has the same right, and may terminate the Temp's employment with the School at any time, with or without cause and with or without notice.
- The School shall employ the Temp as a Part-Time Instructional Aide (the "Position") performing the duties described on Exhibit A attached hereto. The Temp accepts employment with the School on the terms and conditions set forth in this Temporary Employment Contract, and agrees to devote his/her full time and attention (reasonable periods of illness excepted) to the performance of his/her duties under this Contract.
- The Temp's days of work shall be Monday through Friday at hours determined by the School, provided that ordinary working hours shall not exceed 20 hours per week, *unless agreed upon by the School*.
- In consideration for the performance of the duties hereunder, the Temp shall be entitled to compensation as described on Exhibit B attached hereto.
- The Temp agrees and acknowledges that he/she shall comply with the School's Employee Handbook. Copies of such documents are available upon request.
- No modification of this Contract shall be valid unless in writing and agreed upon by both Parties.

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

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

Elite Academic Academy

DocuSigned by:
Meghan Freeman 6/15/2021
A4137E406BF5494...
Meghan Freeman -CEO Date

AGREED TO AND ACCEPTED BY:

 6/15/2021

ate

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

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.
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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.
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- 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.
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- 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.

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- Maintain a high level of confidentiality.

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Use of Computer Technology:

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- Bending at the waist, kneeling or crouching.
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- Lifting objects up to 50 pounds.
- Close vision and ability to adjust focus.

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

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

Hazards:

- Contact with dissatisfied individuals

Employee Acknowledgement:

[Redacted Signature]

6/15/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

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

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

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II. Claims Not Covered by the Arbitration Agreement

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

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

III. Class and Collective Action Waiver

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

IV. Governing Law

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

V. Notice of Claims Must be Timely

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

VI. Place of Arbitration

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

VII. Discovery

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

VIII. Arbitration Decision

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

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

X. Severability

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

XI. Sole and Entire Agreement Regarding Dispute Resolution

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

XII. Binding Effect

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

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

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

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

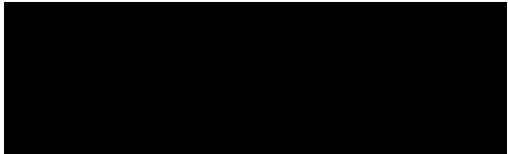
COMPANY:

EMPLOYEE:

By:

By: —

DocuSigned by:
Meghan Freeman
A4137E406BF5494
Meghan Freeman, CEO



DATED:

DATED:

6/15/2021

6/15/2021

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

JUNE					JULY					AUGUST										
S	M	T	W	T	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
	1	2	3	4	5				1	2	3	1	2	3	4	5	6	7		
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Important Dates

6/16	Contract Start Date
7/1	First Day of School
7/5	Independence Day Holiday
8/7	Last Day of First LP-Year Round
8/10	Contract End Date

Key

- Contract Start and End Dates
- First & Last Day of the Learning Period
- Holiday
- Professional Development Days

ELITE
 -J--c-o-M-C-
 AC AO EM Y

Board Approved 05/06/2021





Temporary Contract Addendum

August 14, 2021

Re: Temporary Year-Round Instructional Aide Position - [REDACTED]

Effective as of today's date, your temporary contract and contract addendum (attached) will be amended {by virtue of this additional contract addendum) to now include an end date of August 31, 2021.

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

DocuSigned by: 8/16/2021
fvw.o.AA,

A4 E4018E 1494...
Meg an Freeman
CEO

[REDACTED] /16/2021
Temporary Year-Round Instructional Aide



Temporary Contract Addendum

August 5, 2021

Re: Temporary Year-Round Instructional Aide Position - [REDACTED]

Effective as of today's date, your temporary contract (attached) will be amended (by virtue of this contract addendum) to now include an end date of August 14, 2021.

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

DocuSigned by:
Meghan Freeman
A4137E4068F5494

8/5/2021

Meghan Freeman
CEO

[REDACTED]

5/2021

Aide



Date of Offer: June 15, 2021

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 Kendall Noonan (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 21, 2021, and continue until August 11, 2021.
- The Temp agrees and acknowledges that, just as the Temp has the right to terminate employment with the School at any time, with or without cause and with or without notice, the School has the same right, and may terminate the Temp's employment with the School at any time, with or without cause and with or without notice.
- The School shall employ the Temp as a Part-Time Instructional Aide (the "Position") performing the duties described on Exhibit A attached hereto. The Temp accepts employment with the School on the terms and conditions set forth in this Temporary Employment Contract, and agrees to devote his/her full time and attention (reasonable periods of illness excepted) to the performance of his/her duties under this Contract.
- The Temp's days of work shall be Monday through Friday at hours determined by the School, provided that ordinary working hours shall not exceed 20 hours per week, *unless agreed upon by the School*.
- In consideration for the performance of the duties hereunder, the Temp shall be entitled to compensation as described on Exhibit B attached hereto.
- The Temp agrees and acknowledges that he/she shall comply with the School's Employee Handbook. Copies of such documents are available upon request.
- No modification of this Contract shall be valid unless in writing and agreed upon by both Parties.

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

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

Elite Academic Academy

DocuSigned by:
Meghan Freeman 6/15/2021
A4137E406BF5494...
Meghan Freeman -CEO Date

AGREED TO AND ACCEPTED BY:

 6/15/2021
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

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

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

- Any combination equivalent to: graduation from high school and at least one year experience related to the duties and responsibilities specified.
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.
- Proof of a clear TB Tine test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.

ESSENTIAL DUTIES and RESPONSIBILITIES:

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

Other Duties

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

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

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

- Handle feedback and constructive criticism.

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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


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

Hazards:

- Contact with dissatisfied individuals

Employee Acknowledgement:


Employee Signature


Printed Name

6/15/2021
Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

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

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

I. Claims Covered by the Arbitration Agreement

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

II. Claims Not Covered by the Arbitration Agreement

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

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

III. Class and Collective Action Waiver

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

IV. Governing Law

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

V. Notice of Claims Must be Timely

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

VI. Place of Arbitration

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

VII. Discovery

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

VIII. Arbitration Decision

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

IX. Arbitration Fees and Costs

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

X. Severability

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

XI. Sole and Entire Agreement Regarding Dispute Resolution

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

XII. Binding Effect

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

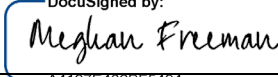
EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either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

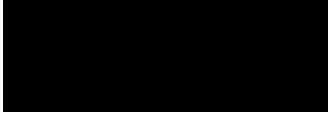
Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

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

COMPANY:

EMPLOYEE:

By: 
Meghan Freeman, CEO

By: 

DATED: 6/15/2021

DATED: 6/15/2021

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

JUNE					
S	M	T	W	T	
	1	2	3	4	5
6	7	8	9	10	11 12
13	14	15			19
20	21				
27	28	29	30		

JULY						
S	M	T	W	T	F	S
					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

AUGUST						
S	M	T	W	T	F	S
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				

Important Dates

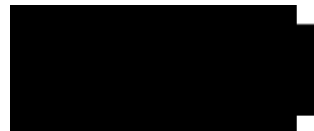
- 6/16 Contract Start Date
- 7/1 First Day of School
- 7/5 Independence Day Holiday
- 8/7 Last Day of First LP- Year Round
- 8/10 Contract End Date

Key

- Contract Start and End Dates
- First & Last Day of the Learning Period
- Holiday
- Professional Development Days



Board Approved 05/06/2021





Temporary Contract Addendum

August 5, 2021

Re: Temporary Year-Round Instructional Aide Position - [REDACTED]

Effective as of today's date, your temporary contract (attached) will be amended (by virtue of this contract addendum) to now include an end date of August 14, 2021.

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

DocuSigned by:
Meghan Freeman 8/5/2021
A4137E4068E5494

Meghan Freeman
CEO

DocuSigned by:
[REDACTED] 8/6/2021
[REDACTED] onal Aide



Temporary Contract Addendum

May 19, 2021

Re: Temporary Year-Round Instructional Aide Position - [REDACTED]

Effective May 3, 2021, your temporary contract (attached) was amended (by virtue of this contract addendum) to include a pay rate of \$18 per hour (rather than \$15 per hour).

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

DocuSigned by:
Meghan Freeman
64427E4B2D7E494
Meghan Freeman
CEO

DocuSigned by:
[REDACTED]

Temp Year-Round Instructional Aide



Date of Offer: April 1, 2021

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

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

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

Elite Academic Academy

DocuSigned by:

A4137E406BF5494...
Meghan Freeman -CEO
4/1/2021
Date

AGREED TO AND ACCEPTED BY:

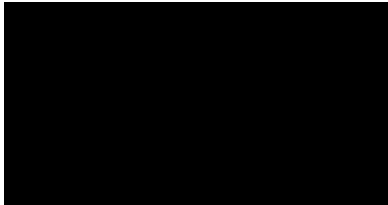

4/1/2021
Date

Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

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



Temporary Year-Round Instructional Aide

Job Description

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

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

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

- Any combination equivalent to: graduation from high school and at least one year experience related to the duties and responsibilities specified.
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.
- Proof of a clear TB Tine test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.

ESSENTIAL DUTIES and RESPONSIBILITIES:

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

Other Duties

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

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

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

- Handle feedback and constructive criticism.

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

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

Hazards:

- Contact with dissatisfied individuals

Employee Acknowledgement:

DocuSigned by:

[Redacted Signature]

4/1/2021

Employee Signature

Printed Name

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

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

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

I. Claims Covered by the Arbitration Agreement

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

II. Claims Not Covered by the Arbitration Agreement

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

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

III. Class and Collective Action Waiver

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

IV. Governing Law

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

V. Notice of Claims Must be Timely

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

VI. Place of Arbitration

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

VII. Discovery

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

VIII. Arbitration Decision

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

IX. Arbitration Fees and Costs

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

X. Severability

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

XI. Sole and Entire Agreement Regarding Dispute Resolution

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


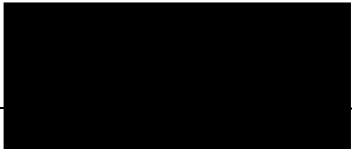
XII. Binding Effect

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

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

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

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

COMPANY:		EMPLOYEE:	
By:	_____	By:	_____
	Meghan Freeman, CEO		
	4/1/2021		4/1/2021
DATED:	_____	DATED:	_____



Temporary Contract Addendum

August 25, 2021

Re: Temporary Year-Round Instructional Aide Position - [REDACTED]

Effective as of today's date, your temporary contract and contract addendum (attached) will be amended {by virtue of this contract addendum) to now include an end date of September 30, 2021.

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

DocuSigned by:
Meghan Freeman 8/25/2021
64137E4068FE6292

Meghan Freeman
CEO

[REDACTED] /25/2021

Temporary Year-Round Instructional Aide



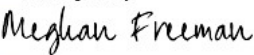
Temporary Contract Addendum

August 5, 2021

Re: Temporary Year-Round Instructional Aide Position - [REDACTED]

Effective as of today's date, your temporary contract (attached) will be amended (by virtue of this contract addendum) to now include an end date of August 31, 2021.

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

DocuSigned by:
 8/5/2021
44137E4068E5494

Meghan Freeman
CEO

[REDACTED] 8/5/2021
[REDACTED]
Temporary Year-Round Instructional Aide



Date of Offer: June 15, 2021

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 21, 2021, and continue until August 11, 2021.
- The Temp agrees and acknowledges that, just as the Temp has the right to terminate employment with the School at any time, with or without cause and with or without notice, the School has the same right, and may terminate the Temp's employment with the School at any time, with or without cause and with or without notice.
- The School shall employ the Temp as a Part-Time Instructional Aide (the "Position") performing the duties described on Exhibit A attached hereto. The Temp accepts employment with the School on the terms and conditions set forth in this Temporary Employment Contract, and agrees to devote his/her full time and attention (reasonable periods of illness excepted) to the performance of his/her duties under this Contract.
- The Temp's days of work shall be Monday through Friday at hours determined by the School, provided that ordinary working hours shall not exceed 20 hours per week, *unless agreed upon by the School*.
- In consideration for the performance of the duties hereunder, the Temp shall be entitled to compensation as described on Exhibit B attached hereto.
- The Temp agrees and acknowledges that he/she shall comply with the School's Employee Handbook. Copies of such documents are available upon request.
- No modification of this Contract shall be valid unless in writing and agreed upon by both Parties.

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

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

Elite Academic Academy

DocuSigned by:
f VUtl\o.AA, 6/15/2021
A413/E4068Fb494...
Meghan Freeman -CEO Date

AGREED TO AND ACCEPTED BY:

 6/15/2021
Date

Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

- COMPENSATION.
 - o 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.
 - o 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.
 - o The compensation set out above shall be the Temp's sole compensation under the Temporary Employment Contract. Sick leave will be provided in accordance with the law.
 - o Payments to the Temp shall be subject to employer withholding.



Temporary Year-Round Instructional Aide

Job Description

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

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

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

- Any combination equivalent to: graduation from high school and at least one year experience related to the duties and responsibilities specified.
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.
- Proof of a clear TB Tine test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.

ESSENTIAL DUTIES and RESPONSIBILITIES:

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

Other Duties

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

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

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

- Handle feedback and constructive criticism.

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

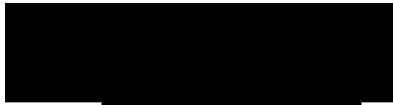
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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

Hazards:

- Contact with dissatisfied individuals

Employee Acknowledgement:



Employee Signature



Printed Name

6/15/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

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

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

I. Claims Covered by the Arbitration Agreement

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

II. Claims Not Covered by the Arbitration Agreement

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

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

III. Class and Collective Action Waiver

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

IV. Governing Law

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

V. Notice of Claims Must be Timely

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

VI. Place of Arbitration

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

VII. Discovery

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

VIII. Arbitration Decision

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

IX. Arbitration Fees and Costs

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

X. Severability

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

XI. Sole and Entire Agreement Regarding Dispute Resolution

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

XII. Binding Effect

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

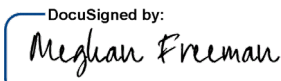
EMPLOYEE and the COMPANY have carefully read this Agreement and understand its terms. EMPLOYEE and the COMPANY further acknowledge that each has been given the opportunity to discuss this Agreement with advisors of their choice and have availed themselves of that opportunity to the extent that either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

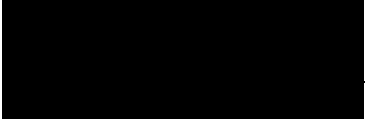
Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

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

COMPANY:

EMPLOYEE:

By: 
Meghan Freeman, CEO
6/15/2021

By: 

DATED: _____

DATED: 6/15/2021

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

JUNE					JULY					AUGUST										
S	M	T	W	T	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
	1	2	3	4	5				1	2	3	1	2	3	4	5	6	7		
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
13	14	15			19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	
20	21					18	19	20	21	22	23	24	22	23	24	25	26	27	28	
27	28	29	30			25	26	27	28	29	30	31	29	30	31					

Important Dates

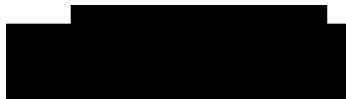
6/16	Contract Start Date
7/1	First Day of School
7/5	Independence Day Holiday
8/7	Last Day of First LP-Year Round
8/10	Contract End Date

Key

- Contract Start and End Dates
- First & Last Day of the Learning Period
- Holiday
- Professional Development Days



Board Approved 05/06/2021





Temporary Contract Addendum

August 25, 2021

Re: Temporary Year-Round Instructional Aide Position ---

Effective as of today's date, your temporary contract and contract addendum (attached) will be amended {by virtue of this additional contract addendum) to now include an end date of September 30, 2021.

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

DocuSigned by:
Meghan Freeman
64137E405BE5494

8/25/2021

Meghan Freeman
CEO



8/25/2021

Temporary Year-Round Instructional Aide



Temporary Contract Addendum

August 14, 2021

Re: Temporary Year-Round Instructional Aide Position - [REDACTED]

Effective as of today's date, your temporary contract and contract addendum (attached) will be amended {by virtue of this additional contract addendum) to now include an end date of August 31, 2021.

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

____ DocuSignedby: 8/16/2021
fvwv.o.AA,

A4 E4018F 1494...
Meg an Freeman
CEO

[REDACTED] /16/2021

Temporary Year-Round Instructional Aide



Temporary Contract Addendum

August 5, 2021

Re: Temporary Year-Round Instructional Aide Position - [REDACTED]

Effective as of today's date, your temporary contract (attached) will be amended (by virtue of this contract addendum) to now include an end date of August 14, 2021.

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

DocuSigned by:
Meghan Freeman
A4137E4068F5494

8/5/2021

Meghan Freeman
CEO

[REDACTED] 5/2021
de



Date of Offer: June 15, 2021

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 21, 2021, and continue until August 11, 2021.
- The Temp agrees and acknowledges that, just as the Temp has the right to terminate employment with the School at any time, with or without cause and with or without notice, the School has the same right, and may terminate the Temp's employment with the School at any time, with or without cause and with or without notice.
- The School shall employ the Temp as a Part-Time Instructional Aide (the "Position") performing the duties described on Exhibit A attached hereto. The Temp accepts employment with the School on the terms and conditions set forth in this Temporary Employment Contract, and agrees to devote his/her full time and attention (reasonable periods of illness excepted) to the performance of his/her duties under this Contract.
- The Temp's days of work shall be Monday through Friday at hours determined by the School, provided that ordinary working hours shall not exceed 20 hours per week, *unless agreed upon by the School*.
- In consideration for the performance of the duties hereunder, the Temp shall be entitled to compensation as described on Exhibit B attached hereto.
- The Temp agrees and acknowledges that he/she shall comply with the School's Employee Handbook. Copies of such documents are available upon request.
- No modification of this Contract shall be valid unless in writing and agreed upon by both Parties.

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

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

Elite Academic Academy

DocuSigned by:
Meghan Freeman 6/15/2021
A4137E406BF5494...
Meghan Freeman -CEO Date

AGREED TO AND ACCEPTED BY:

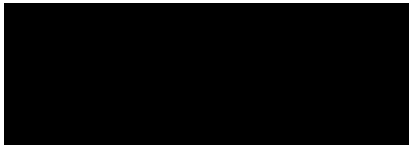
 6/15/2021
Date

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

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

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

- Any combination equivalent to: graduation from high school and at least one year experience related to the duties and responsibilities specified.
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.
- Proof of a clear TB Tine test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.

ESSENTIAL DUTIES and RESPONSIBILITIES:

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

Other Duties

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

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

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

- Handle feedback and constructive criticism.

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

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

Hazards:

- Contact with dissatisfied individuals

Employee Acknowledgement:

[Redacted Signature]

Employee Signature

[Redacted Name]

Printed Name

6/15/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

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

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

I. Claims Covered by the Arbitration Agreement

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

II. Claims Not Covered by the Arbitration Agreement

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

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

III. Class and Collective Action Waiver

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

IV. Governing Law

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

V. Notice of Claims Must be Timely

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

VI. Place of Arbitration

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

VII. Discovery

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

VIII. Arbitration Decision

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

IX. Arbitration Fees and Costs

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

X. Severability

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

XI. Sole and Entire Agreement Regarding Dispute Resolution

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

XII. Binding Effect

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

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

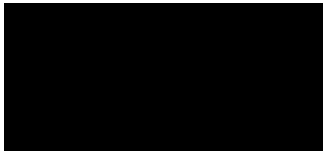
Both the COMPANY and EMPLOYEE understand that by using arbitration to resolve any Covered Dispute between EMPLOYEE and the COMPANY or COMPANY PARTIES they are not entitled to a judge or jury trial or the right to pursue a class or collective action.

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

COMPANY:

DocuSigned by:
Meghan Freeman
A4137E406BF5494
Meghan Freeman, CEO

EMPLOYEE:



By: _____

By: _____

DATED: _____

6/15/2021

DATED: _____

6/15/2021

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

JUNE					JULY					AUGUST										
S	M	T	W	T	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
	1	2	3	4	5				1	2	3	1	2	3	4	5	6	7		
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
13	14	15			19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	
20	21					18	19	20	21	22	23	24	22	23	24	25	26	27	28	
27	28	29	30			25	26	27	28	29	30	31	29	30	31					

Important Dates

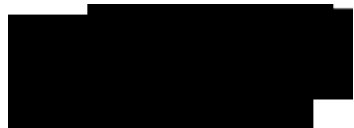
6/16	Contract Start Date
7/1	First Day of School
7/5	Independence Day Holiday
8/7	Last Day of First LP-Year Round
8/10	Contract End Date

Key

- Contract Start and End Dates
- First & Last Day of the Learning Period
- Holiday
- Professional Development Days



Board Approved 05/06/2021





Temporary Contract Addendum

August 25, 2021

Re: Temporary Student Support Service Liaison Position - [REDACTED]

Effective as of today's date, your temporary contract and contract addendum (attached) will be amended (by virtue of this contract addendum) to now include an end date of September 30, 2021.

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

f

DocuSigned by: 8/25/2021

fvvv.o.AA,

6132E40CSE101

Meghan Freeman
CEO

[REDACTED] 8/27/2021

Temporary Student Support Service Liaison



Temporary Contract Addendum

July 6, 2021

Re: Temporary Student Support Service Liaison Position - [REDACTED]

Effective as of today's date, your temporary contract and contract addendum (attached) will be amended (by virtue of this contract addendum) to now include an end date of August 31, 2021.

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

DocuSigned by:

Meghan Freeman

7/8/2021

Meghan Freeman
CEO

[REDACTED] 7/9/2021

[REDACTED]
Temporary Student Support Service Liaison



Temporary Contract Addendum

June 28, 2021

Re: Temporary Student Support Service Liaison Position - [REDACTED]

Effective as of today's date, your temporary contract (attached) will be amended (by virtue of this contract addendum) to now include an end date of July 30, 2021.

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

f

DocuSigned by:

fww.o.AA,

6111111111111111

Meghan Freeman
CEO

[REDACTED]

Temporary Student Support Service Liaison



Date of Offer: February 4, 2021

Assignment Offered: Temporary Student Support Service Liaison

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 February 8, 2021 and continue until June 30, 2021.
- The Temp agrees and acknowledges that, just as the Temp has the right to terminate employment with the School at any time, with or without cause and with or without notice, the School has the same right, and may terminate the Temp's employment with the School at any time, with or without cause and with or without notice.
- The School shall employ the Temp as a Student Support Services Liaison (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 30 hours per week, for the months of February and March; and shall not exceed 40 hours per week for the months of April, May, and June, *unless agreed upon by the School*.
- In consideration for the performance of the duties hereunder, the Temp shall be entitled to compensation as described on Exhibit B attached hereto.
- The Temp agrees and acknowledges that he/she shall comply with the School's Employee Handbook. Copies of such documents are available upon request.
- No modification of this Contract shall be valid unless in writing and agreed upon by both Parties.

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

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

r

Elite Academic Academy

DocuSignedby:

fvwv.o.AA,

2/4/2021

c11a7s4Qsil "1Q1...

Meghan Freeman -CEO

Date

AGREED TO AND ACCEPTED BY:



2/5/2021

Date

Exhibit A. Job Description (See attached)

Exhibit B. Compensation:

- COMPENSATION.
 - o 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.
 - o 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.
 - o The compensation set out above shall be the Temp's sole compensation under the Temporary Employment Contract. Sick leave will be provided in accordance with the law.
 - o Payments to the Temp shall be subject to employer withholding.



ELITE

--ACADEMIC--
A C A D E M Y

Student Support Services Liaison Job Description

Job Title: Student Support Services Liaison
Department: Assessment Department
Reports To: Director of Assessment (or designee)
FLSA Classification: Non-Exempt
Classification: Classified
Pay Range: \$20.00 - \$25.00/hr
Work Schedule: 12 months
Location: Remote/Onsite Office (Temecula)

Position Summary: *Provide support to the Assessment Director, administrators, and staff by helping to ensure that students are receiving the academic, social and emotional support needed to: access their curriculum; make adequate academic progress; and prepare for State testing. Use communication, interpersonal, organizational and computer skills to monitor and collect student support services data, prepare weekly and monthly reports, coordinate direct student support services, and connect with families, students and Elite staff to resolve complaints and concerns.*

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Supports the Support Services Department by doing the following:
 - o Work with Department leads to track support services and student engagement
 - o Preparing and managing student data board (Monday.com).
 - o Weekly updates.
- Use assessment program to help coordinate and monitor tutoring and intervention services.
- Monthly enrollment and demographic data update using SIS.

*Student Support Services Coordinator Job Description
Board Approved 02/04/2021*

- Ordering supplies.
- Weekly and monthly reports.
- Preparing documents for families.
- Help coordinate assessment proctoring.
- Prepare forms and manage student support service files.
- Assist in coordinating State testing

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: 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.

Requirements:

- DOJ Fingerprint Clearance
- Valid CA Driver's License

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.

Employee Acknowledgement:



Employee Signature



Printed Name

2/5/2021

Date



MUTUAL AGREEMENT TO ARBITRATE CLAIMS

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

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

I. Claims Covered by the Arbitration Agreement

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

II. Claims Not Covered by the Arbitration Agreement

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

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

III. Class and Collective Action Waiver

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

IV. Governing Law

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

V. Notice of Claims Must be Timely

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

VI. Place of Arbitration

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

VII. Discovery

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

VIII. Arbitration Decision

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

rendered by the arbitrator may be entered in any court having proper jurisdiction.

IX. Arbitration Fees and Costs

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

X. Severability

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

XI. Sole and Entire Agreement Regarding Dispute Resolution

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

XII. Binding Effect

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

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

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

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

COMPANY: 1000 M,

EMPLOYEE:

fvvv.o.AA,

By: A4-13 E40u8F: Y494

By: _____

Dr. Meghan Freeman

2/4/2021

2/5/2021

DATED: _____

DATED: _____

EAA 2020/21 Calendar - 225 Day (12 month) Employees

JULY							AUGU T							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
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							30	31																			

NOVEMBER							DECEMBER							JANUARY							FEBRUARY							
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MARCH							APRIL							MAY							JUNE									
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28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30						
														30	31															

Holidays

- 7/1 First Day of School
- 7/3 Fourth of July (observed)
- 9/7 Labor Day
- 11/11 Veteran's Day
- 11/23-11/27 Thanksgiving Break
- 12/21-1/1 Winter Break
- 1/18 Martin Luther King Day
- 2/15 President's Day
- 3/15-3/19 Spring Break
- 5/31 Memorial Day
- 6/7 Last Day of Traditional
- 6/15 Last Day of Year Round

Approved by Board 05/07/2020



Key

- Contract Start & End Date
- First & Last Day of School
- Paid Holidays
- Paid Flex (Non-Contract)
- PDDays



August 11, 2021

Re: [REDACTED] Employment Status

[REDACTED],

Per your communication with Human Resources on August 10, 2021, you have resigned from your employment as Part-Time Virtual Content Teacher with Elite Academic Academy - Lucerne, effective immediately.

Please return all company-owned property on, or before, August 20, 2021. You can hand-deliver these items to our Temecula business office: 43414 Business Park Drive, Temecula, CA 92590. Please advise if you would prefer we send you a Fed Ex label which you can use to mail in your equipment.

Attached to this letter, please find the following:

1. Notice to Employee as to Change in Relationship
2. Final Paycheck Acknowledgment (and paystub)
3. Company Property Return Form
4. For Your Benefit (Form 2320)

Thank you for your service. We wish you nothing but the best in your future endeavors.

Sincerely,

DocuSigned by:

Tracy Hasper

F52A6A160B834C3...

Tracy J. Hasper, Esq. - Chief Personnel Officer



August 9, 2021

Re: [REDACTED] Employment Status

[REDACTED],

Per your temporary contract signed July 9, 2021, your employment with Elite Academic Academy – Lucerne is completed. Your last date of work is August 9, 2021.

You will receive your final paycheck (which will include any/all days worked in the month of August) within 2 to 3 business days.

Should you still be in possession of any company-owned property, please return it within 3 days. You can hand-deliver, or mail, these items to our Temecula business office: 43414 Business Park Drive, Temecula, CA 92590.

Attached to this letter, please find the following:

1. Notice to Employee as to Change in Relationship
2. Final Paycheck Acknowledgment

Thank you for your service.

Sincerely,

DocuSigned by:

F52A6A160B834C3...

Tracy J. Hasper, Esq. - Chief Personnel Officer



August 10, 2021

Re: [REDACTED] Employment Status

[REDACTED]

Per your temporary contract signed June 9, 2021, your employment with Elite Academic Academy – Lucerne is completed. Your last date of work is today, August 10, 2021.

You will receive your final paycheck (which will include any/all hours worked in the month of August) within 2 to 3 business days.


Should you be in possession of any company-owned property, please return it within 3 days. You can hand-deliver, or mail, these items to our Temecula business office: 43414 Business Park Drive, Temecula, CA 92590.

Attached to this letter, please find the following:

1. Notice to Employee as to Change in Relationship
2. Final Paycheck Acknowledgment

Thank you for your service.

Sincerely,

DocuSigned by:

F52A6A160B834C3...

Tracy J. Hasper, Esq. - Chief Personnel Officer



August 11, 2021

Re: [REDACTED] Employment Status

[REDACTED],

Per your temporary contract signed June 10, 2021, your employment with Elite Academic Academy –Lucerne is completed. Your last date of work is August 11, 2021.

Per your temporary contract, you received your final paycheck on August 10, 2021.

Should you still be in possession of any company-owned property, please return it within 3 days. You can hand-deliver, or mail, these items to our Temecula business office: 43414 Business Park Drive, Temecula, CA 92590.

Attached to this letter, please find the following:

1. Notice to Employee as to Change in Relationship
2. Final Paycheck Acknowledgment

Thank you for your service.

Sincerely,

DocuSigned by:

F52A6A160B834C3...

Tracy J. Hasper, Esq. - Chief Personnel Officer



August 11, 2021

Re: [REDACTED] Employment Status

[REDACTED],

Per your temporary contract signed June 10, 2021, your employment with Elite Academic Academy – Lucerne is complete. Your last date of work is August 11, 2021.

Per your temporary contract, you received your final paycheck on August 10, 2021.


Should you be in possession of any company-owned property, please return it within 3 days. You can hand-deliver, or mail, these items to our Temecula business office: 43414 Business Park Drive, Temecula, CA 92590.

Attached to this letter, please find the following:

1. Notice to Employee as to Change in Relationship
2. Final Paycheck Acknowledgment

Thank you for your service.

Sincerely,

DocuSigned by:

F52A6A160B834C3...

Tracy J. Hasper, Esq. - Chief Personnel Officer



August 9, 2021

Re: [REDACTED] Employment Status

[REDACTED]

Per your email correspondence of today's date, you have resigned from your employment with Elite Academic Academy – Lucerne effective immediately.

You will receive your final paycheck (which will include the one day you worked in the month of August - today) within 2 to 3 business days.


Should you be in possession of any company-owned property, please return it within 3 days. You can hand-deliver, or mail, these items to our Temecula business office: 43414 Business Park Drive, Temecula, CA 92590.

Attached to this letter, please find the following:

1. Notice to Employee as to Change in Relationship
2. Final Paycheck Acknowledgment

Thank you for your service.

Sincerely,

DocuSigned by:

F52A6A160B834C3...

Tracy J. Hasper, Esq. - Chief Personnel Officer



August 15, 2021

Re: [REDACTED] Employment Status

[REDACTED],

Per your temporary contract signed June 15, 2021, your employment with Elite Academic Academy – Lucerne is completed. Your last date of work was August 14, 2021.

You will receive your final paycheck (which will include any/all hours worked in the month of August) within 2 to 3 business days.


Should you be in possession of any company-owned property, please return it within 3 days. You can hand-deliver, or mail, these items to our Temecula business office: 43414 Business Park Drive, Temecula, CA 92590.

Attached to this letter, please find the following:

1. Notice to Employee as to Change in Relationship
2. Final Paycheck Acknowledgment

Thank you for your service.

Sincerely,

DocuSigned by:

F52A6A160B834C3...

Tracy J. Hasper, Esq. - Chief Personnel Officer



August 25, 2021

Re: -- Employment Status

██████,

Per your communication to Monique Waithe, on today's date, August 25, 2021, you have resigned from your employment as a Flex Elite Educator, with Elite Academic Academy - Lucerne, effective August 27, 2021.

Please return all company-owned property within 5 business days. You can hand-deliver these items to our Temecula business office: 43414 Business Park Drive, Temecula, CA 92590. Please advise if you would like a Fed Ex label to use in order to mail any equipment.

Attached to this letter, please find the following:

1. Notice to Employee as to Change in Relationship
2. Final Paycheck Acknowledgment (and paystub)
3. Company Property Return Form
4. For Your Benefit (Form 2320)
5. Notice to Terminating Employees- Health Insurance Premium Notice (and COBRA eligibility form)

Thank you for your service. We wish you nothing but the best in your future endeavors.

Sincerely,

DocuSigned by:
Tracy Hasper
EE588816883463

Tracy J. Hasper, Esq. - Chief Personnel Officer



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

Date: August 5, 2021

Re: [REDACTED] - 21.22 Change in Relationship

Effective as of August 1, 2021, your full-time employment position with Elite Academic Academy - Lucerne, as Lead Virtual Teacher, has been changed to Interim Assistant Director of Virtual, as outlined in the attached job description.

You will now be paid an annual salary of \$95,000 (monthly salary of \$7,916.67), less applicable withholdings for **232 days** of work (see calendar attached). You will also receive a stipend of \$250 a month for travel and mileage (in lieu of mileage reimbursement). You will continue to be paid on, or around, the 26th of each month.

Please refer to the attached 21/22 payroll calendar.

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

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

DocuSigned by:
Meghan Freeman
A4137E406BF5494...

8/5/2021

Meghan Freeman
CEO

[REDACTED]
8/5/2021

Assistant Director of Virtual

Assistant Director of Virtual

Job Description



Position Title:	Assistant Director of Virtual
Reports To:	Director of Virtual or designee
FLSA Status:	Exempt
School Classification:	Certificated Administration
Pay Range:	Based upon experience & student enrollment
Work Schedule:	232 days
Location:	Remote Office

Position Summary: *The Assistant Director of Virtual has the responsibility, along with the Director of Virtual, for all operational functions of the Charter School's Virtual 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:

Strategic Planning:

In collaboration with the Virtual Director

- Contribute to the academic program's strategic plan.
- Contribute and coordinate the development of the academic program, including the academic and enrichment programs offered.
- Oversee the effective management and implementation of the academic programs offered at the vendor centers through various means, including direct instruction, online instruction, enrichment courses, etc.
- Collaborate with the Director in effective instructional approaches and accountability for Virtual Staff and Teachers.

Educational Leadership:

In collaboration with the Virtual Director

- Provide leadership to the program staff in determining instructional objectives and identifying Charter and program needs as the basis for developing long-range and short-range plans.
- Oversee academic advisement at schools in accordance with policies established by the Board of Directors.
- Maintain good working relationships with staff, directing and implementing lines of communication with employees.
- Foster a climate of innovation and collaborative creative problem solving with Charter personnel, students, parents, vendor centers, and community.
- Keep informed of current educational philosophy, practices and public policies by advanced study, by visiting other Charters, by attending educational conferences and workshops, and by reading current professional literature.
- Lead curriculum development team in order to develop, adapt, and use instructional materials to teach students of varying physical, emotional, and mental aptitudes.

Operational Management:

In collaboration with the Virtual Director

- Provide training and support to teachers, students and families.

- Oversee teachers to ensure quality education and student success.
- Direct the evaluation and make all recommendations for retention, discipline, or dismissal of employees, supported by accurate and adequate records.
- Interview and recommend employee hiring, promotion, discipline, and/or dismissal.
- Ensure that appropriate evaluation techniques are used for both students and staff.
- Track and evaluate performance of student completion rates.
- Assist teachers with curriculum decisions, ordering, and implementation.
- Ensure assessments are completed and data used for student growth and program improvement.
- Ensure use of educational funds in appropriate, designated manner.

Attendance Compliance:

In collaboration with the Virtual Director

- Take responsible steps to secure full and regular attendance at school of the students enrolled in accordance with policies established by the Board of Directors.
- Ensure teachers complete compliance paperwork.
- Report any anomalies or concerns to Chief Operating Officer.
- Help Chief Operating Officer and Operations Lead develop ADA monitoring and collection strategies and policies.

Student Performance:

In collaboration with the Virtual Director

- Monitor, assess and direct tutors and teachers in instructional methods.
- Work with tutors and teachers to increase completion rates of students.
- Oversee student discipline issues.
- Oversee SPED and ESL at the school in accordance with school policies.
- Participate in IEP meetings, as necessary.
- Communicate with parents when major issues arise about individual students.

General Expectations

In collaboration with the Virtual Director

- 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:

[Redacted Signature]

Employee Signature

[Redacted Name]

Printed Name

8/5/2021

Date

EAA 2021/2022 Staffing Calendar - 232 Day (12 month) Employees

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
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25	26	27	28	29	30	31	29	30	31	26	27	28	29	30	24	25	26	27	28	29	30	31					

Important Dates

- 7/1 Contract Start Date
- 7/1 First Day of School
- 7/14 Independence Day Holiday
- 9/6 Labor Day Holiday
- 11/11 Veteran's Day Holiday
- 11/22 - 11/26 Thanksgiving Break
- 12/20 - 12/31 Winter Break
- 1/17 MLK Day Holiday
- 2/18 - 2/21 Presidents' Day Weekend
- 3/14 - 3/18 Spring Break
- 5/30 Memorial Day
- 6/17 Last Day of School - Tradition;
- 6/16 Last Day of School - Year RoL
- 6/30 Contract End Date

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
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28	29	30	26	27	28	29	30	31	23	24	25	26	27	28	29												

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					1	2							1	2	3	4					2	3	4
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11		
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27	28	29	30	31	24	25	26	27	28	29	30	31	26	27	28	29	30												

Key

- Contract Start and End Dates
- First & Last Day of School
- Paid Holidays
- Paid Flex (Non-school/contract) Days
- Professional Development Days



Board Approved 05/06/2021



8/5/2021



July 16, 2021

Re: 21/22 Contract Addendum - COLA

Effective July 1, 2021, your 21/22 contract (attached) will be amended to include a COLA increase of 5%, as approved by Resolution, by the Board of Directors, on June 17, 2021.

[Note: You will see this change on your upcoming payroll - July 26, 2021.]

All other elements of your completed 21/22 contract (attached), including your job description, and staffing calendar, remain in full effect and are not changed based on this addendum; however, the Human Resources department will be preparing a revised contract (including your new pay rate) for your review and signature.

This updated contract will be sent out within the next few weeks.

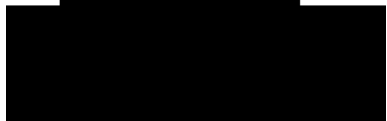
In the meantime, please confirm acknowledgment of this addendum by signing the below; and please contact Tracy Hasper, in Human Resources, if you have any questions or concerns.

____ DocuSigned by:
fvwv.o.AA,

Meghan Freeman
Chief Executive Officer

7/16/2021

Date



7/16/2021

Date

Lead Virtual Teacher

Employee Title



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

Name: [REDACTED]

in the position of

Title: Lead Virtual Teacher

June 1, 2021

[REDACTED]
[REDACTED]
[REDACTED]

Dear [REDACTED],

We are pleased to offer you the position of full-time exempt Lead Virtual Teacher with Elite Academic Academy - Lucerne (the "School") commencing July 1, 2021 including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement") and are conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS 1-9) and successful completion of all background (Livescan) checks. They are as follows:

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

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

You will be paid an annual salary of \$80,000 less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above). You will also receive a stipend of \$150.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

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

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

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

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

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

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

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status

protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.

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

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

On your first day of work you will be required to complete the INS form 1-9. 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.

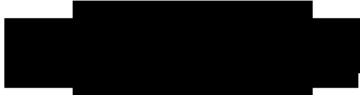
Sincerely,
DocuSigned by:

Meghan Freeman
CEO

Date: 6/1/2021

AGREED TO AND ACCEPTED BY:

Employee: 

Signature: 

Date: 6/1/2021



Position Title: Virtual Teacher (6-12)
Reports to: Director of Virtual or designee
Classification: Certificated
Pay Range: Dependent upon experience & student enrollment
Work Schedule: 187-224
Location: Remote classroom with travel.

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

Qualifications & Essential Duties:

- Bachelor's Degree or higher from an accredited university.
- A valid, current, and appropriate California state Teaching Credential (ELL Authorization, or BCLAD, or CLAD).
- *Desirable:* Career Technical Education Credential (CTE Credential); Dual single subject credential or PPS Credential.
- State and Federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.
- Proof of a clear TB test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.
- Valid California Driver's License and proof of valid car insurance policy.

*Virtual Teacher Job Description
Board Approved: June 20, 2019*

Section 1: Management of Homeroom Caseload

- Maintain weekly communication with students and parents/guardians through online platform, email, and telephone communication.
- Monitor student progress in various courses.
- Assess students academic needs.
- Collaborate with student to track self-progress.
- Monitor homeroom student attendance.
- Collect needs assessment and detail vendor placement for students.
- Collect student work samples from caseloads.
- Collaborate with colleagues to create success plans for struggling students in various courses.
- Directly communicate general announcements with parents/guardians, students, and community partners.
- Consistently update communication log/documentation in Student Information Systems.
- Communicate lessons and create supplemental lessons to for homeroom curriculum.

Section 2: Student Supports

- Actively participates in Parent Conferences.
- Create lesson plans that meet state educational standards.
- Creatively supplement curriculum to engage students.
- Supports Special Education by attending IEP and filling out IEP forms/communications.
- Differentiates instruction to meet student needs/provides additional or supplemental materials when needed.
- Establishes positive and appropriate student-teacher relationships.
- Provides “Elite Progress Support Plans” for students who need to catch up on assignments or students who are struggling in course(s).
- Mentor students as an acting advisor in student clubs.

Section 3: Professional Development & Staff Collaboration

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

Section 4: General & Essential Duties

- Proctors exams and other assessments (locally/various counties).

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

Knowledge of:

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

Ability to:

- Foster engaging activities and learning for student success through the use of technology.
- Provide individualized instruction to students by promoting interactive learning.
- Create a safe space for students to learn where diverse thinking is celebrated.
- Facilitate an online and in-person classroom culture of creativity and diversity.
- Demonstrate exemplary communication skills (oral and written).
- Demonstrates excellent time management.
- Cultivate positive rapport with students, staff, parents, and community stakeholders.
- Assess student needs and individualize instruction according to their needs/goals.
- Collaborative with colleagues in an ongoing basis.
- Assist in curriculum development.
- Work flexible hours; sometimes weekends and/or evenings.

- Accessible access to internet.
- Demonstrate integrity when making decisions.
- Travel locally, nationally, and internationally with student enrichment and educational trips.

Work Environment:

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

Physical Demands:

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

HAZARDS:

Contact with dissatisfied individuals.

Employee Acknowledgement:

		6/1/2021
_____ Employee Signature	_____ Printed Name	_____ Date



Lead Teacher - Job Description

Position Title:	Lead Teacher
Department:	Certificated Teaching
Reports To:	Program Director (or Designee)
FLSA Classification:	Exempt
Pay Range:	\$80,000-\$90,000
Classification:	Certificated
School Calendar Days:	187-224 Day Calendar

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

General Duties:

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

1. Professional Development:

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

*Lead Teacher Job Description
Board Approved: June 20, 2019*

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

2. Curriculum:

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

3. Leadership:

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

Required Qualifications:

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


Desired Qualifications:

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

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

Employee Acknowledgement:


Employee Signature


Printed Name

6/1/2021
Date

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

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	3	1	2	3	5	6	7				1	2	3	4						1	2	
4	5	6	7	8	9	10	8	9	10			14	5	7	8	9	10	11	3	4	5	6	7	8	9		
11	12	13	14	15	16	17	15	7				21	12	14	15	16	17	18	10	11	12	13	14	15	16		
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30		24	25	26	27	28	29	30	
																					31						

Important Dates

- 7/1 Contract Start Date
- 7/1 First Day of School
- 7/14 Independence Day Holiday
- 9/6 Labor Day Holiday
- 11/11 Veteran's Day Holiday
- 11/22 - 11/26 Thanksgiving Break
- 12/20 - 12/31 Winter Break
- 1/17 MLK Day Holiday
- 2/18 - 2/21 Presidents' Day Weekend

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				1	2	3	4							1							
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8							
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15							
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22							
28	29	30					26	27	28	29	30	31	23	24	25	26	27	28	29								

30 31

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					1	2				1	2	3	4	5	6	7					2	3	4
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11			
13	14	15	16	17	18	19	10	11	12	13	14	15	16	17	18	19	20	21	22	12	13	14	15	16	17	18				
20	21	22	23	24	25	26	17	18	19	20	21	22	23	24	25	26	27	28	29	19	20	21	22	23	24	25				
27	28	29	30	31			24	25	26	27	28	29	30	31						26	27	28	29	30						

Key

- Contract Start and End Dates
- First & Last Day of School
- Paid Holidays (FT only)
- Non-Contract Days
- Professional Development Days



Board Approved 05/06/2021

6/1/2021

EAA 2021/2022 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		3		1	2	3	4	5	6	7				1	2	3	4							2
4		6	7	8		10	8	9	10	11	12	13	14	5	6	7	8	9	10	3	4	5	6	7		9	
11		13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
18							22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30			24	25	26	27	28	29	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	6				1	2	3	4							1		1	2	3	4	5	
7	8	9	10	11	12	13	5	6	7	8	9	10	2		4	5	6	7	8	6	7	8	9	10	11	12	
14	15	16	17	18	19	20	12	13	14				9		11	12	13	14	15	15	16	17	18	19			
21	22	23	24	25	26	27	19	20	21				16		18	19	20	21	22	22	23	24	25	26			
28	29	30					26	27	28	29	30	31								27	28						
													30	31													

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
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				26	27	28	29	30			

Important Dates

7/4	Independence Day Holiday
9/6	Labor Day Holiday
11/11	Veteran's Day Holiday
11/22 - 11/26	Thanksgiving Break
12/20 - 12/31	Winter Break
1/17	MLK Day Holiday
2/18 - 2/21	Presidents' Day Weekend
3/14 - 3/18	Spring Break
5/30	Memorial Day

Key

	Semi-Monthly Payroll
	Monthly/Semi-Monthly Payroll
	Paid Holidays



Board Approved 05/06/2021



/1/2021



NOTICE TO EMPLOYEE AS TO CHANGE IN RELATIONSHIP

(Issued pursuant to provisions of Section 1089 of the California Unemployment Insurance Code)

Date: August 5, 2020

Re: [REDACTED]

Effective as of August 1, 2021, your full-time employment position with Elite Academic Academy - Lucerne changed from Virtual Teacher to Lead Virtual Teacher, as further outlined in the attached job description.

Your annual salary will increase from \$77,700 to \$84,000 (your monthly salary will increase from \$6,475 to \$7,000); and your monthly stipend will increase from \$50 to \$150 (not including your \$200 health insurance stipend), to be paid on, or around, the 26th of each month.

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

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

f

DocuSignedby:

fwwv.o.AA,

8/5/2021

~~"11710"1F61f2L~~

Meghan Freeman

CEO

[REDACTED]

8/5/2021

Lead Virtual Teacher



Lead Teacher - Job Description

Position Title:	Lead Teacher
Department:	Certificated Teaching
Reports To:	Program Director (or Designee)
FLSA Classification:	Exempt
Pay Range:	\$80,000-\$90,000
Classification:	Certificated
School Calendar Days:	187-224 Day Calendar

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

General Duties:

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

1. Professional Development:

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

*Lead Teacher Job Description
Board Approved: June 20, 2019*

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

2. Curriculum:

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

3. Leadership:

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

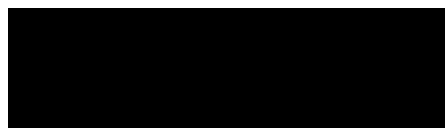
Required Qualifications:

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

Desired Qualifications:

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

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



Employee Signature



Printed Name

8/5/2021

Date



July 16, 2021

Re: 21/22 Contract Addendum - COLA

Effective July 1, 2021, your 21/22 contract (attached) will be amended to include a COLA increase of 5%, as approved by Resolution, by the Board of Directors, on June 17, 2021.

[Note: You will see this change on your upcoming payroll - July 26, 2021.]

All other elements of your completed 21/22 contract (attached), including your job description, and staffing calendar, remain in full effect and are not changed based on this addendum; however, the Human Resources department will be preparing a revised contract (including your new pay rate) for your review and signature.

This updated contract will be sent out within the next few weeks.

In the meantime, please confirm acknowledgment of this addendum by signing the below; and please contact Tracy Hasper, in Human Resources, if you have any questions or concerns.

DocuSigned by:

Meghan Freeman

A4137E406BF5494...
Meghan Freeman
Chief Executive Officer

7/16/2021

Date



7/16/2021

Date

Teacher of Record

Employee Title



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

Name: [REDACTED]

in the position of

Title: Virtual Teacher

June 1, 2021

[REDACTED]
[REDACTED]
[REDACTED]

Dear [REDACTED],

We are pleased to offer you the position of full-time exempt Virtual Teacher with Elite Academic Academy - Lucerne (the "School") commencing July 1, 2021 including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement") and are conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks. They are as follows:

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

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

You will be paid an annual salary of \$74,000 less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above). You will also receive

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

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

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

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

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

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

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

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited

from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.

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

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

On your first day of work you will be required to complete the INS form 1-9. 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,

I byf

Moo3fflioeman
CEO

Date: 6/1/2021

AGREED TO AND ACCEPTED BY:

Employee: 

Signature:  Date: 6/1/2021



Position Title: Virtual Teacher (6-12)
Reports to: Director of Virtual or designee
Classification: Certificated
Pay Range: Dependent upon experience & student enrollment
Work Schedule: 187-224
Location: Remote classroom with travel.

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

Qualifications & Essential Duties:

- Bachelor's Degree or higher from an accredited university.
- A valid, current, and appropriate California state Teaching Credential (ELL Authorization, or BCLAD, or CLAD).
- *Desirable:* Career Technical Education Credential (CTE Credential); Dual single subject credential or PPS Credential.
- State and Federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.
- Proof of a clear TB test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.
- Valid California Driver's License and proof of valid car insurance policy.

Section 1: Management of Homeroom Caseload

- Maintain weekly communication with students and parents/guardians through online platform, email, and telephone communication.
- Monitor student progress in various courses.
- Assess students academic needs.
- Collaborate with student to track self-progress.
- Monitor homeroom student attendance.
- Collect needs assessment and detail vendor placement for students.
- Collect student work samples from caseloads.
- Collaborate with colleagues to create success plans for struggling students in various courses.
- Directly communicate general announcements with parents/guardians, students, and community partners.
- Consistently update communication log/documentation in Student Information Systems.
- Communicate lessons and create supplemental lessons to for homeroom curriculum.

Section 2: Student Supports

- Actively participates in Parent Conferences.
- Create lesson plans that meet state educational standards.
- Creatively supplement curriculum to engage students.
- Supports Special Education by attending IEP and filling out IEP forms/communications.
- Differentiates instruction to meet student needs/provides additional or supplemental materials when needed.
- Establishes positive and appropriate student-teacher relationships.
- Provides “Elite Progress Support Plans” for students who need to catch up on assignments or students who are struggling in course(s).
- Mentor students as an acting advisor in student clubs.

Section 3: Professional Development & Staff Collaboration

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

Section 4: General & Essential Duties

- Proctors exams and other assessments (locally/various counties).

*Virtual Teacher Job Description
Board Approved: June 20, 2019*

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

Knowledge of:

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

Ability to:

- Foster engaging activities and learning for student success through the use of technology.
- Provide individualized instruction to students by promoting interactive learning.
- Create a safe space for students to learn where diverse thinking is celebrated.
- Facilitate an online and in-person classroom culture of creativity and diversity.
- Demonstrate exemplary communication skills (oral and written).
- Demonstrates excellent time management.
- Cultivate positive rapport with students, staff, parents, and community stakeholders.
- Assess student needs and individualize instruction according to their needs/goals.
- Collaborative with colleagues in an ongoing basis.
- Assist in curriculum development.
- Work flexible hours; sometimes weekends and/or evenings.

- Accessible access to internet.
- Demonstrate integrity when making decisions.
- Travel locally, nationally, and internationally with student enrichment and educational trips.

Work Environment:

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

Physical Demands:

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

HAZARDS:

Contact with dissatisfied individuals.

Employee Acknowledgement:

[Redacted Signature]

Employee Signature

[Redacted Name]

Printed Name

6/1/2021

Date

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

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	3	1	2	3	5	6	7					1	2	3	4							1	2
4	5	6	7	8	9	10	8	9	10			14	5	7	8	9	10	11	3	4	5	6	7	8	9			
11	12	13	14	15	16	17	15	7				21	12	14	15	16	17	18	10	11	12	13	14	15	16			
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	
25	26	27	28	29	30	31	29	30	31				26	27	28	29	30		24	25	26	27	28	29	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
						6				1	2	3	4							1							5
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	8	9	10				12
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15							17
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22							24
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29							
													30	31													

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
						5						1	2	1	2	3	4	5	6	7							4
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
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20	21	22	23	24	25	26	17	18	19	20	21	22	23	24	25	26	27	28	29	19	20	21	22	23	24	25	
27	28	29	30	31			24	25	26	27	28	29	30	31						26	27	28	29	30			

Important Dates

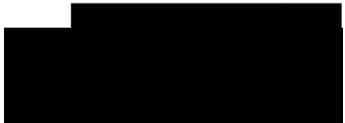
- 7/1 Contract Start Date
- 7/1 First Day of School
- 7/14 Independence Day Holiday
- 9/6 Labor Day Holiday
- 11/11 Veteran's Day Holiday
- 11/22 -11/26 Thanksgiving Break
- 12/20 - 12/31 Winter Break
- 1/17 MLK Day Holiday
- 2/18 - 2/21 Presidents' Day Weekend
- 3/14-3/18 Spring Break
- 5/30 Memorial Day
- 6/7 Last Day of School - Tradition;
- 6/16 Last Day of School - Year RoL
- 6/30 Contract End Date

Key

- Contract Start and End Dates
- First & Last Day of School
- Paid Holidays (FT only)
- Non-Contract Days
- Professional Development Days



Board Approved 05/06/2021



6/1/2021

EAA 2021/2022 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	
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4		6	7	8		10	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7		9	
11		13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	
18							22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	
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																					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
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21	22	23	24	25	26	27	19	20	21				16		18	19	20	21	22			22	23	24	25	26	
28	29	30					26	27	28	29	30	31								27	28						
													30	31													

MARCH							APRIL							MAY							JUNE						
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20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				26	27	28	29	30			

Important Dates

7/4	Independence Day Holiday
9/6	Labor Day Holiday
11/11	Veteran's Day Holiday
11/22 - 11/26	Thanksgiving Break
12/20 - 12/31	Winter Break
1/17	MLK Day Holiday
2/18 - 2/21	Presidents' Day Weekend
3/14 - 3/18	Spring Break
5/30	Memorial Day

Key

	Semi-Monthly Payroll
	Monthly/Semi-Monthly Payroll
	Paid Holidays



Board Approved 05/06/2021

[Redacted Signature] 2021



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

Date: August 13, 2021

Re: [REDACTED]

Effective as of August 16, 2021 your employment position with Elite Academic Academy- Lucerne (as a Temporary Student Support Services Liaison) will end, and your position will be changed to a full-time non-exempt Community Relations Clerk, with Elite Academic Academy - Lucerne.

Please see the attached contract, and job description for your review and consideration.

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

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

DocuSigned by:

fvvv.o.AA,

~~M47E100PE-1111~~

Meghan Freeman
CEO





AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

Name: [REDACTED]

in the position of

Title: Community Relations Clerk

August 13, 2021

[REDACTED]

Dear [REDACTED],

We are pleased to offer you the position of **Full -Time (NON-Exempt) Community Relations Clerk** with Elite Academic Academy – Lucerne (the “School”) commencing **August 16, 2021**. We are delighted you chose to continue with the Elite Academic Academy team. The terms of your employment offer are set forth in this At-Will Employment Agreement (the “Agreement”), and are conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks (both of which you have already completed). They are as follows:

1. Your job duties are detailed in the attached job description (“Exhibit A”) and you will report to the Director of Community Relations, or designee. A copy of your job description, attached hereto as Exhibit A, is incorporated by reference herein. The duties set forth in that job description may be amended from time to time at the sole discretion of the School.
2. You agree that you will at all times faithfully, industriously, and to the best of your ability perform all of the duties that may be required of you which shall include:
 - a. Fulfilling the functions enumerated in the job description, attached hereto as Exhibit A;
 - b. Such other duties as assigned by the Board of the School or your supervisor from time-to-time as necessary in the School’s discretion and judgment to effectuate the purposes of this Agreement. You understand that the School may at times make assignments that are in addition to those expressly described in this Agreement.
 - c. Attending any scheduled School events or training or planning sessions before or during the school year if requested by your direct supervisor; and

- d. Following and abiding by the School's policies and procedures as adopted and amended from time-to-time, including those policies and procedures set forth in the School's current Employee Handbook, which may be amended from time to time at the sole discretion of the School.
3. You agree that while you are working for the School you will not render services in person or by electronic means, paid or otherwise, to any other entity, unless prior written approval is given by the CEO.
4. Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum rate of \$23.00 an hour for all regular hours worked, less applicable withholdings, for 239 days of work (see attached calendar), which amount may be adjusted upward, during or at the conclusion of the academic year, by the School's governing board in its sole discretion. We anticipate that there will be occasions when we will ask you to work overtime. All overtime hours must be approved in advance by your supervisor. For any overtime hours worked, you will be paid at the appropriate overtime rate in accordance with all applicable laws. You will be paid twice a month on, or around, the 10th^h and 26th of each month. Human Resources will confirm your exact pay dates.
5. You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of vacation and sick pay (as outlined in the School's Employee Handbook).
6. The charter offers Health and Welfare benefits, totaling \$10,800 a year (or \$900 a month), which can be used to purchase medical, dental, and vision insurance benefits offered through the Charter providers. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.
7. You shall be provided with a duty-free, uninterrupted unpaid meal period of at least thirty minutes for a work period of over 5 hours in a day and one rest break of 10 minutes for every 4 hours worked or major fraction thereof. Your supervisor will schedule the times for your meal and rest periods.
8. You are required to continue to record your time via our timekeeping system, in Paycom. You have already been provided with specific instructions regarding this system. You will be responsible for reviewing, approving, and submitting your time to your supervisor. You must report any instance where you believe your time, or pay, is inaccurate to the payroll department.
9. Your employment at Elite Academic Academy is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation and benefits, as well as our personnel policies and procedures, may change

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

10. It is a condition of your employment that you sign the School’s Arbitration Agreement (which you previously signed) which provides that any disputes between you and the School be submitted to binding arbitration. You should notify the School in writing of any complaints you have with respect to your employment so that any issues can immediately be addressed and rectified.
11. It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement (which you previously signed), which contains additional requirements for the protection of the school’s trade secret, confidential and proprietary information as well as an assignment to Elite Academic Academy of the ideas, concepts and other intellectual property that you create while you are employed by the school (please refer to the Employee Handbook for this document).
12. The School is an equal opportunity employer. Company policy prohibits discrimination, retaliation, or harassment based on practices, national origin, including language use and possession of a driver’s license issued to persons unable to prove their presence in the United States is authorized under federal law, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave 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. You affirm that you are not a party to any agreement(s) such as a non-competition agreement that would prohibit you from employment with us.
14. This Agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This Agreement may be amended only by a writing signed by both yourself and the CEO.
15. On your first day of work you will be required to complete the INS form I-9. Please bring appropriate identification that shows your eligibility to work in the United States.

If these terms are acceptable to you, please sign one copy of this offer letter and return it at your earliest convenience. This offer will remain open for 7 days.

Once again, we are looking forward to you continuing to contribute to the Elite Academic Team, and personally growing with the School.

Sincerely,

DocuSigned by:
Meghan Freeman
A4137E406BE5494...

Meghan Freeman, CEO

CEO/Designee Signature:

Date: 8/13/2021

AGREED TO AND ACCEPTED BY:

[Redacted]

Employee Signature:

[Redacted]

Date: 8/13/2021

Address:

[Redacted]

Telephone:

[Redacted]



Community Relations Clerk Job Description

Job Title:	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
Location:	Onsite Office (Temecula)

Position Summary: *The 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 keeps track of all products and supplies, ensuring that stock is organized, and assisting 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

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.

Shipping and Inventory Responsibilities:

- Monitors and maintains current inventory levels; processes purchase orders as required; track orders and investigates problems.
- Records purchases, maintains 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.

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.

Employee Acknowledgement:


Employee Signature


Printed Name

8/13/2021
Date

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

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
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4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	7	8	9	10	11	3	4	5	6	7	8	9	
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	14	15	16	17	18	10	11	12	13	14	15	16	
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
25	26	27	28	29	30	31	29	30	31	26	27	28	29	30	24	25	26	27	28	29	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	
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MARCH							APRIL							MAY							JUNE									
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Important Dates

7/1	Contract Start Date
7/14	Independence Day Holiday
9/6	Labor Day Holiday
11/11	Veteran's Day Holiday
11/22 - 11/26	Thanksgiving Break
12/20 - 12/31	Winter Break
1/17	MLK Day Holiday
2/18 - 2/21	Presidents' Day Weekend
3/14 - 3/18	Spring Break
5/30	Memorial Day
6/30	Contract End Date

Key

	Contract Start and End Dates
	Paid Holidays
	Paid Flex (Non-school/contract) Days (FT only)
	Professional Development Days



Board Approved 05/06/2021



EAA 2021/2022 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
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11		13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
18							22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
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NOVEMBER							DECEMBER							JANUARY							FEBRUARY						
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MARCH							APRIL							MAY							JUNE						
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27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				26	27	28	29	30			

Important Dates

	7/14	Independence Day Holiday
	9/6	Labor Day Holiday
	11/11	Veteran's Day Holiday
	11/22 - 11/26	Thanksgiving Break
	12/20 - 12/31	Winter Break
	1/17	MLK Day Holiday
	2/18 - 2/21	Presidents' Day Weekend
	3/14 - 3/18	Spring Break
	5/30	Memorial Day

Key

	Semi-Monthly Payroll				
	Monthly/Semi-Monthly Payroll				
	Paid Holidays				



Board Approved 05/06/2021

8/13/2021



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

Date: August 6, 2021

Re: [REDACTED]

Effective as of August 9, 2021 your employment position with Elite Academic Academy - Lucerne (as a Temporary TOSA - Acceleration Coach) will end and your position will be changed to a part-time non-exempt Flex Elite Educator, with Elite Academic Academy - Lucerne.

Please see the attached contract, and job description for your review and consideration.

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

DocuSigned by:

Meghan Freeman

Meghan Freeman

CEO





AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - LUCERNE

Name: [REDACTED]

in the position of

Title: Flex Elite Educator

August 6, 2021

[REDACTED]
[REDACTED]
[REDACTED]

Dear [REDACTED],

We are pleased to offer you the position of **Part-Time (NON-Exempt) Flex Elite Educator** with Elite Academic Academy – Lucerne (the “School”) commencing **August 9, 2021**. We are delighted you chose to join the Elite Academic Academy team and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the “Agreement”), and are conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks. They are as follows:

1. Your job duties are detailed in the attached job description (“Exhibit A”) and you will report to the Director of Flex, or designee. A copy of your job description, attached hereto as Exhibit A, is incorporated by reference herein. The duties set forth in that job description may be amended from time to time at the sole discretion of the School.
2. You agree that you will at all times faithfully, industriously, and to the best of your ability perform all of the duties that may be required of you which shall include:
 - a. Fulfilling the functions enumerated in the job description, attached hereto as Exhibit A;
 - b. Such other duties as assigned by the Board of the School or your supervisor from time-to-time as necessary in the School’s discretion and judgment to effectuate the purposes of this Agreement. You understand that the School may at times make assignments that are in addition to those expressly described in this Agreement.

- c. Attending any scheduled School events or training or planning sessions before or during the school year if requested by your direct supervisor; and
 - d. Following and abiding by the School's policies and procedures as adopted and amended from time-to-time, including those policies and procedures set forth in the School's current Employee Handbook, which may be amended from time to time at the sole discretion of the School.
3. You agree that while you are working for the School you will not render services in person or by electronic means, paid or otherwise, to any other entity, unless prior written approval is given by the CEO.
4. Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum rate of \$41.29 an hour for all regular hours worked, for a maximum of 20 hours per week, less applicable withholdings, for 224 days of work (see attached calendar), which amount may be adjusted upward, during or at the conclusion of the academic year, by the School's governing board in its sole discretion. [Note: *You will also be paid, at your hourly rate, for an additional 50% of all required staff meetings and professional development.*]

We anticipate that there will be occasions when we will ask you to work over 20 hours per week, and/or occasions when you may be asked to work overtime (not including the required meetings/professional development referenced above). All overtime hours must be approved in advance by your supervisor. For any overtime hours worked, you will be paid at the appropriate overtime rate in accordance with all applicable laws.

You will be paid twice a month on, or around, the 10th and 26th of each month. Human Resources will confirm your exact pay dates. [Note: You will also be paid, at your hourly rate, for an additional 50% of required staff meetings and professional development.]

5. As a part-time employee you will not generally be eligible for benefits, except for those required by law such as paid sick time, and California State Teachers Retirement System.
6. You shall be provided with a duty-free, uninterrupted unpaid meal period of at least thirty minutes for a work period of over 5 hours in a day and one rest break of 10 minutes for every 4 hours worked or major fraction thereof. Your supervisor will schedule the times for your meal and rest periods.
7. You are required to record your time via our timekeeping system, Paycom. You will be provided with specific instructions regarding this system. You will be responsible for reviewing, approving, and submitting your time to your supervisor. You must report any instance where you believe your time, or pay, is inaccurate to the payroll department.

8. Your employment at Elite Academic Academy is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the "at will" nature of your employment may only be changed in a document signed by you and the Chief Executive Officer of the School.
9. It is a condition of your employment that you sign the School's Arbitration Agreement (which you previously signed) which provides that any disputes between you and the School be submitted to binding arbitration. You should notify the School in writing of any complaints you have with respect to your employment so that any issues can immediately be addressed and rectified.
10. It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement (which you previously signed), which contains additional requirements for the protection of the school's trade secret, confidential and proprietary information as well as an assignment to Elite Academic Academy of the ideas, concepts and other intellectual property that you create while you are employed by the school.
11. The School is an equal opportunity employer. Company policy prohibits discrimination, retaliation, or harassment based on practices, national origin, including language use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.
12. You affirm that you are not a party to any agreement(s) such as a non-competition agreement that would prohibit you from employment with us.
13. This Agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This Agreement may be amended only by a writing signed by both yourself and the CEO.
14. On your first day of work you will be required to complete the INS form I-9. Please bring appropriate identification that shows your eligibility to work in the United States.

If these terms are acceptable to you, please sign one copy of this offer letter and return it at your earliest convenience. This offer will remain open for 7 days.

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

Sincerely,

 DocuSigned by:

LF5:
Meghan Freeman, CEO

CEO/Designee Signature:

Date: **8/6/2021**


AGREED TO AND ACCEPTED BY:


Employee Signature:

8/6/2021

Date:

Address: 

Telephone: 



Flex Elite Educator

Job Description

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

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

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

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

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

ESSENTIAL DUTIES and RESPONSIBILITIES:

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

Other Duties

- Proctoring duties as needed during the testing season.

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

KNOWLEDGE AND ABILITIES

Knowledge of:

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

Ability to:

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

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

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

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

Employee Acknowledgement:


Employee Signature


Printed Name

8/6/2021
Date

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

JULY							AUGUST				SEPTEMBER							OCTOBER								
S	M	T	W	T	F	S	S	M	T	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
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11	12	13	14	15	16	17	15						12	14	15	16	17	18	10	11	12	13	14	15	16	
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25	26	27	28	29	30	31							26	27	28	29	30		24	25	26	27	28	29	30	
																									31	

Important Dates

- 7/1 Contract Start Date
- 7/1 First Day of School
- 7/14 Independence Day Holiday
- 9/6 Labor Day Holiday
- 11/11 Veteran's Day Holiday
- 11/22 - 11/26 Thanksgiving Break
- 12/20 - 12/31 Winter Break
- 1/17 MLK Day Holiday
- 2/18 - 2/21 Presidents' Day Weekend
- 3/14-3/18 Spring Break
- 5/30 Memorial Day
- 6/17 Last Day of School - Tradition;
- 6/16 Last Day of School - Year RoL
- 6/30 Contract End Date

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
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MARCH							APRIL							MAY							JUNE												
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27	28	29	30	31			24	25	26	27	28	29	30													26	27	28	29	30			

Key

- Contract Start and End Dates
- First & Last Day of School
- Paid Holidays (FT only)
- Non-Contract Days
- New Hire Teacher Training Days
- Professional Development Days



Board Approved 08/05/2021

8/6/2021

EAA 2021/2022 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
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11		13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
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																					31						

Important Dates

7/4	Independence Day Holiday
9/6	Labor Day Holiday
11/11	Veteran's Day Holiday
11/22 - 11/26	Thanksgiving Break
12/20 - 12/31	Winter Break
1/17	MLK Day Holiday
2/18 - 2/21	Presidents' Day Weekend
3/14 - 3/18	Spring Break
5/30	Memorial Day

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
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14	15	16	17	18	19	20	12	13	14				9		11	12	13	14	15	15	16	17	18	19			
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28	29	30					26	27	28	29	30	31								27	28						
													30	31													

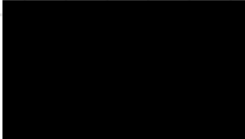
MARCH							APRIL							MAY							JUNE						
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27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				26	27	28	29	30			

Key

	Semi-Monthly Payroll
	Monthly/Semi-Monthly Payroll
	Paid Holidays



Board Approved 05/06/2021



8/6/2021



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

Date: August 19, 2021

Re: -

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

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

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

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

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

DocuSigned by:

Meghan Freeman v1.00011111

Meghan Freeman

CEO

[Redacted Signature]
Flex Elite Educator



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

Name: [REDACTED]

in the position of

Title: Flex Elite Educator

August 19, 2021

[REDACTED]
[REDACTED]
[REDACTED]

Dear [REDACTED],

We are pleased to offer you the position of **full-time exempt** Flex Elite Educator with Elite Academic Academy - Lucerne (the "School") retroactive to August 9, 2021 including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS 1-9) and successful completion of all background (Livescan) checks. They are as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,
DocuSigned by:

fwv.o.AA,

MegHW eitfah
CEO

8/19/2021

Date: _____

AGREED TO AND ACCEPTED BY:

Employee:--

Signature



Date: 8/19/2021



Flex Elite Educator

Job Description

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

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

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

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

Flex Elite Educator

Board Approved: September 7, 2019

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

ESSENTIAL DUTIES and RESPONSIBILITIES:

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

Other Duties

- Proctoring duties as needed during the testing season.

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

KNOWLEDGE AND ABILITIES

Knowledge of:

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

Ability to:

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

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

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

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

Employee Acknowledgement:


Employee Signature

Printed Name

8/19/2021
Date

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

JULY							AUGUST				SEPTEMBER							OCTOBER									
S	M	T	W	T	F	S	S	M	T	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1	2	3	1				7				1	2	3	4						1	2		
4	5	6	7	8	9	10	8							5	7	8	9	10	11	3	4	5	6	7	8	9	
11	12	13	14	15	16	17	15							12	14	15	16	17	18	10	11	12	13	14	15	16	
18	19	20	21	22	23	24								19	20	21	22	23	24	25	17	18	19	20	21	22	23
25	26	27	28	29	30	31								26	27	28	29	30		24	25	26	27	28	29	30	
																									31		

Important Dates

- 7/1 Contract Start Date
- 7/1 First Day of School
- 7/14 Independence Day Holiday
- 9/6 Labor Day Holiday
- 11/11 Veteran's Day Holiday
- 11/22 - 11/26 Thanksgiving Break
- 12/20 - 12/31 Winter Break
- 1/17 MLK Day Holiday
- 2/18 - 2/21 Presidents' Day Weekend
- 3/14-3/18 Spring Break
- 5/30 Memorial Day
- 6/17 Last Day of School - Tradition;
- 6/16 Last Day of School - Year RoL
- 6/30 Contract End Date

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			1	2	3	4						1			1	2			5		
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8		8	9	10			12
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15							17
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22							24
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29							
														30	31												

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				1	2						1	2	3	4	5	6	7				2	3		4
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11				
13	14	15	16	17	18	19	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	12	13	14	15	16	17	18			
20	21	22	23	24	25	26	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	19	20	21	22	23	24	25			
27	28	29	30	31			24	25	26	27	28	29	30	31								26	27	28	29	30					

Key

- Contract Start and End Dates
- First & Last Day of School
- Paid Holidays (FT only)
- Non-Contract Days
- New Hire Teacher Training Days
- Professional Development Days



Board Approved 08/05/2021

8/19/2021

EAA 2021/2022 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		3		1	2	3	4	5	6	7				1	2	3	4							2
4		6	7	8		10	8	9	10	11	12	13	14	5	6	7	8	9	10	3	4	5	6	7		9	
11		13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
18							22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30			24	25	26	27	28	29	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	6				1	2	3	4							1			1	2	3	4	5
7	8	9	10	11	12	13	5	6	7	8	9	10	2		4	5	6	7	8	6	7	8	9	10	11	12	
14	15	16	17	18	19	20	12	13	14				9		11	12	13	14	15	15	16	17	18	19			
21	22	23	24	25	26	27	19	20	21				16		18	19	20	21	22	22	23	24	25	26			
28	29	30					26	27	28	29	30	31								27	28						
													30	31													

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				1	2		1	2	3	4	5	6	7				1	2		4
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9		11
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				26	27	28	29	30			

Important Dates

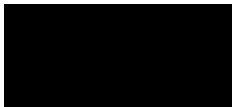
7/4	Independence Day Holiday
9/6	Labor Day Holiday
11/11	Veteran's Day Holiday
11/22 - 11/26	Thanksgiving Break
12/20 - 12/31	Winter Break
1/17	MLK Day Holiday
2/18 - 2/21	Presidents' Day Weekend
3/14 - 3/18	Spring Break
5/30	Memorial Day

Key

	Semi-Monthly Payroll
	Monthly/Semi-Monthly Payroll
	Paid Holidays



Board Approved 05/06/2021



8/19/2021



NOTICE TO EMPLOYEE AS TO CHANGE IN RELATIONSHIP

(Issued pursuant to provisions of Section 1089 of the California Unemployment Insurance Code)

Date: August 4, 2021

Re: - - 21.22 Change of Relationship

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

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

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

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

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

DocuSigned by:

fvwv.o.AA,

~~4417E100E"1144~~

Meghan Freeman
CEO

[Redacted Signature]

Virtual Lead Content Teacher - Introductory Mathematics



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

and Name: [REDACTED]

in the position of

Title: Virtual Lead Content Teacher - Introductory Mathematics

August 4, 2021

[REDACTED]
[REDACTED]
[REDACTED]

Dear [REDACTED]

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

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

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

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

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

Salary increases and annual bonuses may be awarded at the end of each calendar year, at the sole and absolute discretion of the CEO, based upon, among other things, an employee's performance and the School's overall performance during the calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter offers Health and Welfare benefits, totaling \$10,800 a year (or \$900 a month), which can be used to purchase medical, dental, and vision insurance benefits offered through the Charter providers. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the "at will" nature of your employment may only be changed in a document signed by you and the CEO of the School.

It is a condition of your employment that you sign our Arbitration Agreement (which you previously signed) which provides that any disputes between you and the School be submitted to binding arbitration. You should notify the School in writing of any complaints you have with respect to your employment so that any issues can immediately be addressed and rectified.

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement (which you previously signed), which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver's

license issued to persons unable to prove their presence in the United States is authorized under federal law, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.

You affirm that you are not a party to any agreement(s) such as a non-competition agreement that would prohibit you from employment with us.

This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

On your first day of work you will be required to complete the INS form 1-9. 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,

l byf

hmriiii' mmin
CEO

8/4/2021
Date: _____

AGREED TO AND ACCEPTED BY:

Employee: 

Sign  Date: 8/5/2021



ELITE

— ACADEMIC —
A C A D E M Y

Virtual Lead Content Teacher -Introductory Mathematics Job Description

Job Title:	Virtual Lead Content Teacher-Introductory Mathematics
Department:	Virtual Academy
Reports To:	Director of Virtual, or designee
FLSA Status:	Exempt
Job Classification:	Certificated Full-time
Pay Range:	Salary Dependent Upon Experience
Position Location:	Remote Office

Position Summary:

The Virtual Lead Content Teacher is responsible for overseeing mathematics online courses, as well as leading the math department. The Virtual Lead Content Teacher reviews and sets up their course according to guidelines provided, and their knowledge of the subject material. The Virtual Lead Content teacher will also work with the Curriculum team to write A-G approved Secondary Mathematics courses. The Virtual Lead Content Teacher hosts all Live Sessions and supports small group breakout sessions. The Virtual Lead Content teacher plans weekly live sessions with discussion topics, science lab demonstrations, and engaging material to support the courses. In addition, the Virtual Content Teacher will ensure academic success of the students in their courses through consistent and clear communication, synchronous & asynchronous direct instruction sessions for student participation, holds office hours for small groups and/or 1-1 tutoring opportunities for Elite students. The Virtual Lead Content Teacher responds to students within 24 hours of receipt of a message. Communicates to Elite Educator (TOR) any concerns regarding the successful completion of a course.

Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

- **A valid, current, and appropriate California state Multiple Subject Credential with the authorization to teach Introductory Mathematics.**
- **Highly qualified to authorize students' learning in the content area served.**

- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.
- Proof of a clear TB Tine test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.

General skills:

- Team player.
- Love of learning – a lifelong learner.
- Ability to transmit passion for learning to students and families.
- Flexibility and adaptability.
- Well developed, clear communication and interpersonal skills that maintain a respectful, professional and courteous manner.
- Conflict resolution skills.
- Strong organizational skills.
- Openness to differing views and objectives.
- Computer and technology literacy including webinars.
- Tech-oriented mindset.
- Willingness to research and become knowledgeable of curriculum and educational resources.
- Ability to research and write high-quality curriculum
- Ability to deliver information effectively.
- Serve the staff, student and parent's needs to the best of his/her ability without allowing his/her own convenience to interfere.
- Ensures a culture where students, parents and teachers feel valued and served by contributing to providing a positive, supportive atmosphere for all.
- Consistently communicate professionally and with a tone of mutual respect.
- Maintain integrity at all times.
- Ability to write A-G Curriculum in Mathematics (Elementary through Secondary) with support of the Curriculum Writing Team.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Elite Academic Academy Virtual Content Teacher Courses:

- Initial setup and preparation of their courses, including due dates, syllabus, grading scale, and content review.
- Provide students with syllabus, pacing guide with due dates for assignments, and assessments.
- Provide students with standards.
- Issue midterm progress report.
- Offer office hours and Tutoring opportunities for students.

- Review completed coursework and work with the Teacher of Record to determine final grades.
- Update course as necessary.
- Hold Live Sessions for each core course.
- Train the Teacher of Records in the subject material to hold small group discussions.

Personalized Courses:

- Provide parent/students with standards.
- Review the course outline and ensure the standards are covered and that there is adequate rigor.
- Provide students and parents with feedback as necessary.
- Create a pacing guide for the year for the parent and TF to utilize. This pacing guide will include due dates for assignments.
- Virtual Content Teacher gives final approval on personalized course.

Education:

- Bachelor's Degree (minimum)/Master's Degree preferred.
- Single Subject credential by coursework or exam -or- HQ by other means (e.g. HOUSSE, VPSS, etc.).

Experience:

Two (2) years directly related experience.

Use of Computer Technology:

To perform this job successfully, an individual should have general knowledge of database software, how to use the internet to find information and complete tasks, email usage, order processing systems, spreadsheet software, and word processing software. The Virtual Content Teacher is expected to acquire and maintain a working computer with an internet connection and a printer.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to sit, talk and hear. The employee is also required to stand and walk. The employee must have available transportation and be able to drive up to 100 miles in a day. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision and ability to adjust focus.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate.

Employee Acknowledgement:

[Redacted Signature]

[Redacted Name]

8/5/2021

Printed Name

Date

EAA 2021/2022 Staffing Calendar - 224 Day (12 month) Employees

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	3	1	2	3	4	5	6	7					1	2	3	4						1	2
4	5	6	7	8	9	10	8	9	10				14	5	7	8	9	10	11	3	4	5	6	7	8	9		
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	14	15	16	17	18	10	11	12	13	14	15	16		
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25	26	27	28	29	30	31	29	30	31					26	27	28	29	30		24	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
						6				1	2	3	4							1							5
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28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29							
														30	31												

MARCH							APRIL							MAY							JUNE						
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						5						1	2	1	2	3	4	5	6	7							4
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
13	14	15	16	17	18	19	10	11	12	13	14	15	16	17	18	19	20	21	22	23	12	13	14	15	16	17	18
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27	28	29	30	31			24	25	26	27	28	29	30	31							26	27	28	29	30		

Important Dates

7/1	Contract Start Date
7/1	First Day of School
7/14	Independence Day Holiday
9/6	Labor Day Holiday
11/11	Veteran's Day Holiday
11/22 - 11/26	Thanksgiving Break
12/20 - 12/31	Winter Break
1/17	MLK Day Holiday
2/18 - 2/21	Presidents' Day Weekend
3/14-3/18	Spring Break
5/30	Memorial Day
6/17	Last Day of School - Tradition;
6/16	Last Day of School - Year RoL
6/30	Contract End Date

Key

- Contract Start and End Dates
- First & Last Day of School
- Paid Holidays (FT only)
- Non-Contract Days
- Professional Development Days



Board Approved 05/06/2021

8/5/2021

EAA 2021/2022 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	
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4		6	7	8		10	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7		9	
11		13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	
18							22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30			24	25	26	27	28	29	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
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28	29	30					26	27	28	29	30	31								27	28						
													30	31													

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
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20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				26	27	28	29	30			

Important Dates

7/4	Independence Day Holiday
9/6	Labor Day Holiday
11/11	Veteran's Day Holiday
11/22 - 11/26	Thanksgiving Break
12/20 - 12/31	Winter Break
1/17	MLK Day Holiday
2/18 - 2/21	Presidents' Day Weekend
3/14 - 3/18	Spring Break
5/30	Memorial Day

Key

	Semi-Monthly Payroll
	Monthly/Semi-Monthly Payroll
	Paid Holidays



Board Approved 05/06/2021



8/5/2021



NOTICE TO EMPLOYEE AS TO CHANGE IN RELATIONSHIP
(Issued pursuant to provisions of Section 1089 of the
California Unemployment Insurance Code)

Date: August 4, 2021

Re: [REDACTED] - 21.22 Change of Relationship

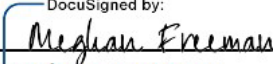
Effective August 9, 2021, your part-time status (up to 30 hours per week), as an Instructional Aide with Elite Academic Academy - Lucerne, will be changed to full-time status (40 hours per week) due to increased student need.

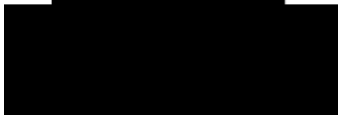
Your hourly rate will remain the same (\$26.25 per hour); and you will continue to be paid on or around the 10th and the 26th of each month.

You will now be for all benefits as generally offered to similarly situated employees of the School, as further described in the Employee Handbook, including vacation and sick pay. You are also eligible to participate in the health and welfare benefits program (beginning September 1, 2021).

Please see your updated contract (attached).

Please contact Tracy Hasper, in Human Resources, if you have any questions or concerns.

DocuSigned by:

~~MEGHAN.FREEMAN@ELITEACADEMY.COM~~
Meghan Freeman
CEO





AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

Name: [REDACTED]

in the position of

Title: Instructional Aide

August 4, 2021

[REDACTED]
[REDACTED] B [REDACTED]
[REDACTED]

Dear [REDACTED],

We are pleased to offer you the position of **Full -Time (NON-Exempt) Instructional Aide** with Elite Academic Academy – Lucerne (the “School”) commencing **August 9, 2021**. We are delighted you chose to continue with the Elite Academic Academy team. The terms of your employment offer are set forth in this At-Will Employment Agreement (the “Agreement”), and are conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks (both of which you have already completed). They are as follows:

1. Your job duties are detailed in the attached job description (“Exhibit A”) and you will report to the Director of Virtual, or designee. A copy of your job description, attached hereto as Exhibit A, is incorporated by reference herein. The duties set forth in that job description may be amended from time to time at the sole discretion of the School.
2. You agree that you will at all times faithfully, industriously, and to the best of your ability perform all of the duties that may be required of you which shall include:
 - a. Fulfilling the functions enumerated in the job description, attached hereto as Exhibit A;
 - b. Such other duties as assigned by the Board of the School or your supervisor from time-to-time as necessary in the School’s discretion and judgment to effectuate the purposes of this Agreement. You understand that the School may at times make assignments that are in addition to those expressly described in this Agreement.
 - c. Attending any scheduled School events or training or planning sessions before or

during the school year if requested by your direct supervisor; and

- d. Following and abiding by the School's policies and procedures as adopted and amended from time-to-time, including those policies and procedures set forth in the School's current Employee Handbook, which may be amended from time to time at the sole discretion of the School.
3. You agree that while you are working for the School you will not render services in person or by electronic means, paid or otherwise, to any other entity, unless prior written approval is given by the CEO.
4. Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum rate of \$26.25 an hour for all regular hours worked, less applicable withholdings, for 239 days of work (see attached calendar), which amount may be adjusted upward, during or at the conclusion of the academic year, by the School's governing board in its sole discretion. We anticipate that there will be occasions when we will ask you to work overtime. All overtime hours must be approved in advance by your supervisor. For any overtime hours worked, you will be paid at the appropriate overtime rate in accordance with all applicable laws. You will be paid twice a month on, or around, the 10th and 26th of each month. Human Resources will confirm your exact pay dates.
5. You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of vacation and sick pay (as outlined in the School's Employee Handbook).
6. The charter offers Health and Welfare benefits, totaling \$10,800 a year (or \$900 a month), which can be used to purchase medical, dental, and vision insurance benefits offered through the Charter providers. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.
7. You shall be provided with a duty-free, uninterrupted unpaid meal period of at least thirty minutes for a work period of over 5 hours in a day and one rest break of 10 minutes for every 4 hours worked or major fraction thereof. Your supervisor will schedule the times for your meal and rest periods.
8. You are required to continue to record your time via our timekeeping system, in Paycom. You have already been provided with specific instructions regarding this system. You will be responsible for reviewing, approving, and submitting your time to your supervisor. You must report any instance where you believe your time, or pay, is inaccurate to the payroll department.
9. Your employment at Elite Academic Academy is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title,

compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the “at will” nature of your employment may only be changed in a document signed by you and the Chief Executive Officer of the School.

10. It is a condition of your employment that you sign the School’s Arbitration Agreement (which you previously signed) which provides that any disputes between you and the School be submitted to binding arbitration. You should notify the School in writing of any complaints you have with respect to your employment so that any issues can immediately be addressed and rectified.
11. It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement (which you previously signed), which contains additional requirements for the protection of the school’s trade secret, confidential and proprietary information as well as an assignment to Elite Academic Academy of the ideas, concepts and other intellectual property that you create while you are employed by the school (please refer to the Employee Handbook for this document).
12. The School is an equal opportunity employer. Company policy prohibits discrimination, retaliation, or harassment based on practices, national origin, including language use and possession of a driver’s license issued to persons unable to prove their presence in the United States is authorized under federal law, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave 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. You affirm that you are not a party to any agreement(s) such as a non-competition agreement that would prohibit you from employment with us.
14. This Agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This Agreement may be amended only by a writing signed by both yourself and the CEO.
15. On your first day of work you will be required to complete the INS form I-9. Please bring appropriate identification that shows your eligibility to work in the United States.

If these terms are acceptable to you, please sign one copy of this offer letter and return it at your earliest convenience. This offer will remain open for 7 days.

Once again, we are looking forward to you continuing to contribute to the Elite Academic Team, and personally growing with the School.

Sincerely,

DocuSigned by:

M ^{ES:} g a n:reeman, \,0

CEO/Designee Signature:

8/4/2021
Date:

AGREED TO AND ACCEPTED BY:

[Redacted Signature]

Employee Signature:

8/4/2021
Date:

Address:

[Redacted Address]

Telephone:

[Redacted Telephone]



Instructional Aide

Job Description

Position Title:	Instructional Aide
Reports To:	Director and/or designee
FLSA Status:	Non-Exempt
School Classification:	Classified
Pay Range:	Based on experience
Work Schedule:	Varies
Location:	Onsite Office

Position Summary: *The Instructional Aide supports the staff by completing various duties outlined in this job description to support learning, planning, and maintenance of the classroom.*

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 applicable experience preferred
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.
- Proof of a clear TB Tine test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.

ESSENTIAL DUTIES and RESPONSIBILITIES:

*Instructional Aide Job Description
Board Approved: September 7, 2019*

- Carry out tasks assigned by the admin/teacher.
- Assume responsibility for small learning groups of children.
- Assist in the maintenance/preparation of instructional materials.
- Assist in maintenance of student attendance and achievement.
- Assist with supervision of students.

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.
- Develop and maintain effective working relationships.
- Display sensitivity, tact and responsiveness in various situations and needs.
- Handle public contact and relations effectively.
- Plan short and long range activities.
- Analyze and resolve problems.
- Creative and able to work independently and coordinate with others.
- Maintain accurate and orderly records.
- Ability to work collaboratively with a team.
- Maintain 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.
- Noise level is generally moderate.
- Work conducted in a public setting.
- Indoor in varying temperature.
- Employee must have available transportation and be able to drive up to 100 miles in a day.

Hazards:

- Contact with dissatisfied individuals

Employee Acknowledgement:


Employee Signature


Printed Name

8/4/2021
Date

EAA 2021/2022 Staffing Calendar - 239 Day (12 month Classified) Employees

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
				W	2	3	1	2	3	4	5	6	7			1	2	3	4						1	2	
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11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	14	15	16	17	18	10	11	12	13	14	15	16	
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
25	26	27	28	29	30	31	29	30	31	26	27	28	29	30	26	27	28	29	30	24	25	26	27	28	29	30	

EAA 2021/2022 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					
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25	26	27	28	29	30	31	29	30	31					26	27	28	29	30								24	25	26	27	28	29	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
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28	29	30					26	27	28	29	30	31							27	28							
													30	31													

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
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13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				26	27	28	29	30			

Important Dates

7/14	Independence Day Holiday
9/6	Labor Day Holiday
11/11	Veteran's Day Holiday
11/22 - 11/26	Thanksgiving Break
12/20 - 12/31	Winter Break
1/17	MLK Day Holiday
2/18 - 2/21	Presidents' Day Weekend
3/14 - 3/18	Spring Break
5/30	Memorial Day

Key

	Semi-Monthly Payroll
	Monthly/Semi-Monthly Payroll
	Paid Holidays



Board Approved 05/06/2021

4/2021



NOTICE TO EMPLOYEE AS TO CHANGE IN RELATIONSHIP

(Issued pursuant to provisions of Section 1089 of the California Unemployment Insurance Code)

Date: August 19, 2021

Re: [REDACTED]

Retro-active to August 9, 2021, your part-time (50%) employment status will be changed to full-time (100%) status due to an increased student caseload. Your pay will be changed from hourly to salary; and your new annual income will be \$74,000; to be paid once a month (\$6,166.67 per month), on or around the 26th of each month. You will also receive a monthly travel stipend of \$50.

You will now be eligible for all benefits as generally offered to similarly situated employees of the School as further described in the Employee Handbook, including 6 days of sick pay and California State Teachers Retirement System.

You will also be eligible to participate in the health and welfare benefits program (beginning September 1, 2021). It is understood that the charter will offer health and welfare benefits, totaling \$900 per month, and that you may purchase one of the employee welfare benefits consisting of medical, dental, and vision insurance benefits offered through the Charter providers. You may opt out of medical insurance provided by the charter and retain the monthly allotment of \$200.

Please see the attached contract, including your staffing calendar (which is enclosed).

Please contact Tracy Hasper, in Human Resources, if you have any questions or concerns.

DocuSigned by:

Meghan Freeman

44127E405B5E6404

Meghan Freeman

CEO

[REDACTED]
Flex Elite Educator



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Lucerne

Name: [REDACTED]

in the position of

Title: Flex Elite Educator

August 19, 2021

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

We are pleased to offer you the position of **full-time exempt** Flex Elite Educator with Elite Academic Academy - Lucerne (the "School") retroactive to August 9, 2021 including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks. They are as follows:

Your job duties are detailed in the job description (attached) and you will report to the Director of Flex, or designee.

You are compensated for the general value of services you perform and not for the amount of time you spend on the job. Thus, you will generally be paid your set salary notwithstanding the number of hours you work. However, to ensure that you can be reached by your supervisor and communicate with those individuals who will assist you in performing your job duties, you are generally expected to work Monday to Friday during normal business hours.

Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum *annual* salary of \$74,000 (or \$6,166.67 *per month*) less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above), which amount may be adjusted upward, during or at the conclusion of the academic year, by the School's governing board in its sole discretion.

You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Salary increases and annual bonuses may be awarded at the end of each calendar year, at the sole and absolute discretion of the CEO, based upon, among other things, an employee's performance and the School's overall performance during the calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter offers Health and Welfare benefits, totaling \$10,800 a year (or \$900 a month), which can be used to purchase medical, dental, and vision insurance benefits offered through the Charter providers. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the "at will" nature of your employment may only be changed in a document signed by you and the CEO of the School.

It is a condition of your employment that you sign our Arbitration Agreement (which you previously signed) which provides that any disputes between you and the School be submitted to binding arbitration. You should notify the School in writing of any complaints you have with respect to your employment so that any issues can immediately be addressed and rectified.

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement (which you previously signed), which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver's

license issued to persons unable to prove their presence in the United States is authorized under federal law, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.

You affirm that you are not a party to any agreement(s) such as a non-competition agreement that would prohibit you from employment with us.

This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

On your first day of work you will be required to complete the INS form 1-9. 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:
Megha " " " " " " " " " " " "
CEO

Date: 8/19/2021

AGREED TO AND ACCEPTED BY:

Employee: 

Signature: _____

Date: 8/19/2021



Flex Elite Educator

Job Description

Position Title:	Flex Elite Educator
Reports To:	Program Director or designee
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	185 -225 days
Location:	Onsite/Remote Office

Position Summary: *Provide stimulating learning experiences to ensure academic success and to motivate students according to their individualized learning plan. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Elite Educators are required to participate in all staff meetings and trainings. Elite Educators will meet onsite at least two days per week to work collaboratively, mentor, and train. Elite Educators are expected to uphold the school's mission and shared values, philosophy, and policies and procedures. Elite Educators must carry and maintain a valid California teaching credential. Elite Educators must meet with K-8 students at least once every 35 days but communicate weekly. High School students will be supported weekly. Elite Educators may have to tutor students weekly if they are not making sufficient academic progress and an intervention plan is in effect. Employee is expected to drive to and from learning period meetings as part of their regular workday.*

Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

- A valid, current, and appropriate California state teaching credential for teaching staff. A copy of Teaching Credential to be provided and kept current.
- State and federal fingerprint clearance (Live Scan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.

- Proof of a clear TB Tine test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.
- Valid California Driver's License.

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Support the mission, vision, and goals of Elite Academic Academy.
- Serve as a contributing member of the Charter staff and collaborate with team members to achieve the school's goals.
- Teach all courses of study prescribed by the State of California virtually or traditionally.
- Assign and monitor required courses per transcript evaluation.
- Deliver individualized and small group instruction virtual or in person.
- Develop, adapt, and use instructional materials to teach students of varying physical, emotional, and mental aptitudes.
- Create and maintain a safe, supportive, and effective learning environment.
- Evaluate students' academic and social growth through multiple measures.
- Issue grades and credits earned, and prepare progress reports and report cards.
- Implement school adopted assessment program into learning plans. Facilitate required testing and assessments.
- Assist students with Community College and CTE class enrollments.
- Communicate regularly and effectively with parents or adult students, minimally every twenty school days.
- Assist in preparation of withdrawal documentation, including withdrawal grades and credit earned.
- Participate and collaborate in meetings to improve student learning (e.g. SST, IEP, intervention, curriculum development, individualized learning plan).
- Select instructional materials with the team; maintain inventory.
- Identify student needs and cooperate with other professional staff members in assessing and helping solve students' health, attitude, and learning challenges.
- Create and maintain all required necessary Independent Study compliance records (attendance, compliance) in the student information system (School Pathways).
- Maintain professional competence through professional development educational activities.
- Participate cooperatively with the appropriate administrator in employee evaluation.
- Utilize technology as a means of educating and communicating.
- Operate a computer and standard office equipment.
- Supervise students during out of classroom activities as necessary (e.g. field trips).
- Participate in faculty committees, the sponsorship of student activities, and program wide activities.

Other Duties

- Proctoring duties as needed during the testing season.

- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely manner; and ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Assist with WASC accreditation.
- Perform other duties as assigned.

KNOWLEDGE AND ABILITIES

Knowledge of:

- Current trends and research concerning the growth and development of lower school, middle school and high school age students.
- Principles, theories, practices, and methodologies used in curriculum development, instruction, and assessment.
- Procedures and best practices that promote appropriate student conduct (e.g. classroom management strategies, independent study strategies).
- Educational research concerning extrinsic and intrinsic student motivation.
- Guidance of special education practices, policies, and procedures.
- Applicable sections of the Education Code and other applicable laws.

Ability to:

- Demonstrate effective interpersonal skills.
- Communicate clearly in a timely manner, both orally and in writing.
- Foster teamwork in a collaborative work environment.
- Direct, motivate, listen to, and establish effective rapport with students, adult students and parents.
- Analyze and assess student learning.
- Use technology in an effective manner for teaching, communicating, analyzing, and reporting.
- Motivate students to develop the skills, attitudes, and understanding needed to set a good foundation for secondary level education, in accordance with each student's ability.
- Maintain professional, cordial relationships with students, parents, and staff.
- Monitor students in classrooms and other learning environments.
- Use professional judgment in making reasonable decisions or recommendations in conjunction with other staff members and/or administrative leadership.
- Solve problems and take responsibility for a variety of situations in a reasonable manner where only limited standardization exists.
- Interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

- Provide leadership to students in emergency preparedness drills and during actual emergencies, following the charter's Safety Plan. the site emergency preparedness plan. Supervise and lead students during monthly site disaster drills and an annual "charter wide" disaster drill.

Use of Computer Technology:

To perform this job successfully, an individual should have general knowledge of database software, how to use the internet to find information and complete tasks, email usage, order processing systems, spreadsheet software, and word processing software.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Hearing and speaking to exchange information.
- Dexterity of hands and fingers to demonstrate activities.
- Operates a computer and other office productivity machinery.
- Seeing to read a variety of materials and monitor students.
- Bending at the waist, kneeling or crouching.
- Sitting or standing for extended periods of time.
- Lifting objects up to 50 pounds.
- Close vision and ability to adjust focus.


Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Noise level is generally moderate
- Meetings conducted in public and private settings
- Indoor and outdoor in varying temperature
- Employee must have available transportation and be able to drive up to 100 miles in a day

Employee Acknowledgement:


Employee Signature


Printed Name

8/19/2021
Date

EAA 2021/2022 Staffing Calendar - New Hire 224 Day (12 month) Employees

JULY							AUGUST					SEPTEMBER							OCTOBER							
S	M	T	W	T	F	S	S	M	T	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1				7			1	2	3	4						1	2		
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25	26	27	28	29	30	31							26	27	28	29	30		24	25	26	27	28	29	30	
																			31							

Important Dates

- 7/1 Contract Start Date
- 7/1 First Day of School
- 7/14 Independence Day Holiday
- 9/6 Labor Day Holiday
- 11/11 Veteran's Day Holiday
- 11/22 - 11/26 Thanksgiving Break
- 12/20 - 12/31 Winter Break
- 1/17 MLK Day Holiday
- 2/18 - 2/21 Presidents' Day Weekend

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
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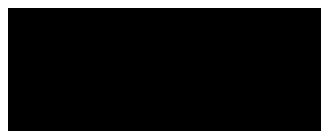
MARCH							APRIL					MAY							JUNE										
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27	28	29	30	31			24	25	26	27	28	29	30	31							26	27	28	29	30				

Key

- Contract Start and End Dates
- First & Last Day of School
- Paid Holidays (FT only)
- Non-Contract Days
- New Hire Teacher Training Days
- Professional Development Days



Board Approved 08/05/2021



8/19/2021

EAA 2021/2022 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	
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																					31							

Important Dates

7/4	Independence Day Holiday
9/6	Labor Day Holiday
11/11	Veteran's Day Holiday
11/22 - 11/26	Thanksgiving Break
12/20 - 12/31	Winter Break
1/17	MLK Day Holiday
2/18 - 2/21	Presidents' Day Weekend
3/14 - 3/18	Spring Break
5/30	Memorial Day

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
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28	29	30					26	27	28	29	30	31								27	28						
													30	31													

Key

	Semi-Monthly Payroll
	Monthly/Semi-Monthly Payroll
	Paid Holidays

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					
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27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				26	27	28	29	30								



Board Approved 05/06/2021

8/19/2021



NOTICE TO EMPLOYEE AS TO CHANGE IN RELATIONSHIP
(Issued pursuant to provisions of Section 1089 of the
California Unemployment Insurance Code)

Date: August 3, 2021

Re: [REDACTED]

Effective as of August 9, 2021, your employment position with Elite Academic Academy - Lucerne (as a Temporary TOSA - Acceleration Coach) will end and your position will be changed to a full-time exempt Homeschool Teacher, with Elite Academic Academy - Lucerne.

Please see the attached contract, and job description for your review and consideration.

Please contact Tracy Hasper, in Human Resources, if you have any questions or concerns.

A blue DocuSign signature icon consisting of a stylized 'L' shape.

DocuSigned by:

A horizontal line with a small black square at the end, representing a signature line.

Meghan Freeman
CEO

A large black rectangular redaction box covering the signature of the employee.

Homeschool Teacher



AT-WILL EMPLOYMENT AGREEMENT

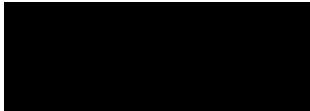
Between Elite Academic Academy Charter - Lucerne

Name: [REDACTED]

in the position of

Title: Homeschool Teacher

August 3, 2021



Dear [REDACTED]

We are pleased to offer you the position of full-time exempt Homeschool Teacher with Elite Academic Academy - Lucerne (the "School") commencing August 9, 2021 including 3 Professional Development days (August 18, 19, and 20, 2021). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The terms of your employment offer are set forth in this At-Will Employment Agreement (the "Agreement"), and are conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks. They are as follows:

Your job duties are detailed in the job description (attached) and you will report to the Director of Homeschool, or designee.

You are compensated for the general value of services you perform and not for the amount of time you spend on the job. Thus, you will generally be paid your set salary notwithstanding the number of hours you work. However, to ensure that you can be reached by your supervisor and communicate with those individuals who will assist you in performing your job duties, you are generally expected to work Monday to Friday during normal business hours.

Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seat-time charter schools, as well as the unpredictability of legislation affecting charter schools, the total amount of School funds available for employee compensation is often unknown to the School at the outset of any academic year. Accordingly, you will be paid a minimum *annual* salary of \$74,000 (or \$6,166.67 *per month*) less applicable withholdings for 224 days of work (see calendar attached) + 3 days of Professional Development (see above), which amount may be adjusted upward, during or at the conclusion of the academic year, by the School's governing board in its sole discretion.

You will also receive a stipend of \$50.00 a month for mileage (in lieu of mileage reimbursement). You will be paid once a month on, or before, the 26th of each month.

Salary increases and annual bonuses may be awarded at the end of each calendar year, at the sole and absolute discretion of the CEO, based upon, among other things, an employee's performance and the School's overall performance during the calendar year.

You will be eligible for all benefits as generally offered to similarly situated employees of the School, including accrual of sick pay, and contributions to California State Teachers Retirement System, as further described in the Employee Handbook.

The charter offers Health and Welfare benefits, totaling \$10,800 a year (or \$900 a month), which can be used to purchase medical, dental, and vision insurance benefits offered through the Charter providers. You may "opt out" of medical insurance provided by the charter, and retain a monthly allotment of \$200. You will be eligible for the Health and Welfare benefits, after one month of employment.

Your employment at the School is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the "at will" nature of your employment may only be changed in a document signed by you and the CEO of the School.

It is a condition of your employment that you sign our Arbitration Agreement (which you previously signed) which provides that any disputes between you and the School be submitted to binding arbitration. You should notify the School in writing of any complaints you have with respect to your employment so that any issues can immediately be addressed and rectified.

It is also a condition of your employment that, upon starting employment, you sign our Confidentiality Agreement, which contains additional requirements for the protection of the School's trade secret, confidential and proprietary information as well as an assignment to the School of the ideas, concepts and other intellectual property that you create while you are employed by the School.

The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver's

license issued to persons unable to prove their presence in the United States is authorized under federal law, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.

You affirm that you are not a party to any agreement(s) such as a non-competition agreement that would prohibit you from employment with us.

This letter agreement, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This letter agreement may be amended only by a writing signed by both yourself and the School.

On your first day of work you will be required to complete the INS form 1-9. 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,
Signed by:

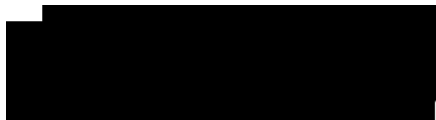
LF5:
Meghan Freeman
CEO

Date: 8/3/2021

AGREED TO AND ACCEPTED BY:

Employee:--

Signature: _____



8/4/2021



Homeschool Teacher

Job Description

Position Title:	Homeschool Teacher
Reports To:	Homeschool Director (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$62,000
Work Schedule:	187-224 days
Location:	Remote Office

Position Summary: *Elite Educators support students in meeting their educational goals and ensuring they are successful in an independent study environment. Required duties include administrative responsibilities and completion of all required paperwork as outlined below. Elite Educators are required to participate in all staff meetings and trainings. Elite Educators are expected to uphold the school's mission and shared values, philosophy, and policies and procedures. Elite Educators must carry and maintain a valid California teaching credential. Elite Educators must meet with K-8 students at least once every 35 days but communicate weekly. High School students will be supported weekly. Elite Educators may have to tutor students/support tutoring opportunities weekly if they are not making sufficient academic progress and an intervention plan is in effect.*

Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

- A valid, current, and appropriate California state teaching credential for teaching staff. A copy of Teaching Credential to be provided and kept current.
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.
- Proof of a clear TB Tine test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.
- Valid California Driver's License.

General Elite Educator Skills:

- Team player.
- Love of learning – a lifelong learner.

- Ability to transmit passion for learning to students and families.
- Flexibility and accountability.
- Well developed, clear communication and interpersonal skills that maintain a respectful, professional, and courteous manner.
- Conflict resolution skills.
- Strong organizational skills.
- Openness to differing views and objectives.
- Computer and technology literacy.
- Willingness to research and become knowledgeable of curriculum and educational resources.
- Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
- Serve the student and parent's needs to the best of his/her ability without allowing his/her own convenience to interfere.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Professional Support:

The Elite Educator's goal is to ensure the academic success of each student on their roster. Elite Educators must meet with assigned students and parents to support the student's academic needs, and to facilitate adequate progress toward the common core state standards. This requires understanding the student/family goals and Elite Educators assist families in the development and execution of the goals. Elite Educators will work with students in all grade levels TK-12. For students in grades 6-12 this includes a knowledge of the high school requirements. Elite Educators will complete all educational and administrative duties, paperwork, and other tasks as needed to achieve this goal. Professional support is not limited to the school calendar days.

Elite Educator Responsibilities:

- Develop an educational plan with each family at the beginning of each learning period.
- Evaluate, update, and document student progress towards the educational plan and Common Core State Standards by examining the entire body of student learning at the monthly Academic Consultation and engaging the student through evaluative discussion and observation.
- Collect work samples each learning period and use those samples to create a record of each students' learning.
- Stay current with school policy and procedure.
- Complete the required paperwork and documentation for each student according to individual deadlines.
- Advise and support parents and students.
- Ensure students' academic needs are met by ordering, researching, and suggesting curriculum.
- Suggest and provide information regarding available educational opportunities.
- Proactively seek information on high school curriculum and course work.
- Stay current with UC A-G requirements, school policy and procedure.
- Work with Program Director to ensure high school requirements are being met.
- Design Custom High School Courses according to student need.
- Maintain an accurate online budget for each student-make sure funds are spent according to academic priority—curriculum, tutoring, and then enrichment.

- Communicate school information to the parents/students.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Attend IEP and other required meetings for assigned students.
- Use computer technology, email, the Internet, and other technology.
- Attend mandatory teacher trainings and weekly meetings/mentoring sessions.
- Complete online and other trainings as determined as necessary by the school.
- Proctor state mandated tests and administer any charter required assessments, such as the Scantron assessment.
- Support high school students and parents with high school planning.
- Evaluate student transcripts for graduation/completion purposes.
- May perform other duties commensurate with the functions and level of the position.

Paperwork and Documentation:

The Elite Educator must complete all paperwork and documentation necessary to serve each assigned student. Completed documentation must be submitted by specific due dates as specified by the school. The required documentation includes, but is not limited to, the following:

- Master Agreements and enrollment paperwork
- Attendance Reporting
- Assignment and Work Record (AWR) in School Pathways to document student learning--to be completed within two weeks after attendance has been taken
- Report Cards
- Portfolios(digital)
- Purchase Orders
- Checkout (performed after last day of school)
- High school plans and paperwork
- IEP paperwork
- Additional paperwork as needed

Advice and Support:

The Elite Educator is expected to serve students with varying needs. A broad base of educational knowledge as well as a thorough understanding of educational opportunities available through the school is necessary to support families adequately. This knowledge must include, but is not limited to, familiarity with the following:

- School and Common Core State Standards
- Curricular options to meet the standards
- Learning approaches and teaching philosophies
- School graduation requirements
- School and community in-services available
- Internet resources
- Distance learning
- Field Trips
- High School specific information

The Elite Educator is responsible for answering educational questions posed by their families, performing research, using the Elite Educator manual, and consulting their assigned local lead as needed.

Other Duties

- Proctoring duties as needed during the testing window.
- Plan two field trips per year and create educational materials to support the field trip. This includes but is not limited to worksheets to be completed on the field trip, before or after.
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Document and report to the school’s management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely manner; and ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Perform other duties as assigned.

Use of Computer Technology:

To perform this job successfully, an individual should have general knowledge of database software, how to use the internet to find information and complete tasks, email usage, order processing systems, spreadsheet software, and word processing software. The employee is expected to acquire and maintain a working computer with an internet connection and a printer. The employee should be familiar with videochat platforms in order to support students virtually and attend meetings, as applicable.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Hearing and speaking to exchange information.
- Dexterity of hands and fingers to demonstrate activities.
- Operates a computer and other office machinery.
- Seeing to read a variety of materials and monitor students.
- Bending at the waist, kneeling, or crouching.
- Sitting or standing for extended periods of time.
- Lifting objects up to 50 pounds.
- Close vision and ability to adjust focus.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Noise level is generally moderate
- Meetings conducted in public and private settings
- Indoor and outdoor in varying temperature

- Employee must have available transportation and be able to drive up to 100 miles in a day

Employee Acknowledgement:

[Redacted Signature]

Employee Signature

Printed Name

8/4/2021

Date

EAA 2021/2022 Staffing Calendar - New Hire 224 Day (12 month) Employees

JULY							AUGUST					SEPTEMBER							OCTOBER								
S	M	T	W	T	F	S	S	M	T	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1	2	3	1				7				1	2	3	4						1	2		
4	5	6	7	8	9	10	8							5	7	8	9	10	11	3	4	5	6	7	8	9	
11	12	13	14	15	16	17	15							12	14	15	16	17	18	10	11	12	13	14	15	16	
18	19	20	21	22	23	24								19	20	21	22	23	24	25	17	18	19	20	21	22	23
25	26	27	28	29	30	31								26	27	28	29	30		24	25	26	27	28	29	30	
																										31	

Important Dates

- 7/1 Contract Start Date
- 7/1 First Day of School
- 7/14 Independence Day Holiday
- 9/6 Labor Day Holiday
- 11/11 Veteran's Day Holiday
- 11/22 - 11/26 Thanksgiving Break
- 12/20 - 12/31 Winter Break
- 1/17 MLK Day Holiday
- 2/18 - 2/21 Presidents' Day Weekend
- 3/14-3/18 Spring Break
- 5/30 Memorial Day
- 6/17 Last Day of School - Tradition;
- 6/16 Last Day of School - Year RoL
- 6/30 Contract End Date

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				1	2	3	4							1				1	2		5
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8		8	9	10		12	
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15					17		
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22					24		
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29							
														30	31												

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				1	2						1	2	3	4	5	6	7				2	3	4
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11			
13	14	15	16	17	18	19	10	11	12	13	14	15	16				17	18	19	20	21	12	13	14	15	16	17	18		
20	21	22	23	24	25	26	17	18	19	20	21	22	23				24	25	26	27	28	19	20	21	22	23	24	25		
27	28	29	30	31			24	25	26	27	28	29	30				31					26	27	28	29	30				

Key

- Contract Start and End Dates
- First & Last Day of School
- Paid Holidays (FT only)
- Non-Contract Days
- New Hire Teacher Training Days
- Professional Development Days



Pending Board Approval

EAA 2021/2022 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		3		1	2	3	4	5	6	7				1	2	3	4							2
4		6	7	8		10	8	9	10	11	12	13	14	5	6	7	8	9	11	3	4	5	6	7		9	
11		13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
18							22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30			24	25	26	27	28	29	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	6		1	2	3	4							1		1	2	3	4	5			
7	8	9	10	11	12	13	5	6	7	8	9	10	2	4	5	6	7	8	6	7	8	9	10	11	12		
14	15	16	17	18	19	20	12	13	14				9	11	12	13	14	15	15	16	17	18	19				
21	22	23	24	25	26	27	19	20	21				16	18	19	20	21	22	22	23	24	25	26				
28	29	30					26	27	28	29	30	31							27	28							
													30	31													

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			1	2				1	2	3	4	5	6	7				1	2		4	
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9		11
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				26	27	28	29	30			

Important Dates

7/4	Independence Day Holiday
9/6	Labor Day Holiday
11/11	Veteran's Day Holiday
11/22 - 11/26	Thanksgiving Break
12/20 - 12/31	Winter Break
1/17	MLK Day Holiday
2/18 - 2/21	Presidents' Day Weekend
3/14 - 3/18	Spring Break
5/30	Memorial Day

Key

	Semi-Monthly Payroll
	Monthly/Semi-Monthly Payroll
	Paid Holidays



Board Approved 05/06/2021





ELITE ACADEMIC ACADEMY CHARTER SCHOOL

Parent Reimbursement Process for Un-Approved Community Partner Experiences

At Elite, we believe that there is no one curriculum that fits all learning styles and needs. Elite remains committed to ensuring that all of its students benefit from opportunities to engage in enrichment opportunities that connect and extend the quality educational experience. Elite students may request to use available educational funds toward enrichment classes offered at City/County/Community Centers and/or the YMCA and more through our reimbursement process. All classes should support your student's academic growth and must take place during the school year. In addition, students must be making academic progress in core classes and must have curriculum purchased.

Due to new legislation, enrichment services now require all employees and contractors who have direct contact with Elite students to be fingerprinted. Therefore, Parents/Guardians **MUST** remain with their child at all times while receiving enrichment services from an un-approved provider. Both parent/guardian and enrichment provider will be asked to sign under penalty of perjury that the parent/guardian was present with the child during the entire enrichment service experience.

Pre- Approval Process for Enrichment

1. **At least 10 business days** prior to enrollment of any enrichment experience , Parents/Guardians will submit the **"ENRICHMENT EXPERIENCE PARENT PRE APPROVAL REIMBURSEMENT REQUEST TICKET"** located on the Parent Portal page of the Elite Academic Academy website (<https://www.eliteacademic.com/student-parent-portal/>). Please have available your child's Elite Educator name, the academy your child is enrolled in, a description of the enrichment experience you are requesting reimbursement for, how it aligns to your child's academics, and the contact information of the enrichment provider.
2. A member of our Community Relations team will review the request. If this request includes a current community partner, our department will contact you to go through our PO system (OPS) with the support of your Elite Educator. If the request includes a company that is not currently an approved partner, a Pre-Approval form will be emailed via DocuSign to your child's Elite Educator and Academy Director for approval.
3. The Elite Educator will verify sufficient educational funds are available, and that the enrichment aligns with CA State Standards. Once verified, the Elite Educator will generate a Purchase Order in OPS to hold the funds and complete the DocuSign form. The Director, or designee, will then approve the request. Afterwards, the Parent/Guardian will digitally sign the form and receive a final PDF copy of the document through DocuSign.
4. Once the signed Pre-Approval is received, the Parent/Guardian may enroll the student in the enrichment and pay the total cost to the enrichment provider.

Reimbursement Process for Enrichment

5. Within 30 calendar days after the student completes the pre-approved enrichment, the Parent/Guardian will complete a reimbursement request by clicking the link on the Parent Portal of our Elite Academic Academy website (<https://www.eliteacademic.com/student-parent-portal/>). Please have the PO number found on the Pre-Approval form, the original receipt and the Pre-Approval form handy. Receipts not submitted within this timeframe will require special approval by Elite Academic Director and CEO and may be denied.)
6. Once the Elite Community Relations Team receives the request for reimbursement through our ticketing system, a DocuSign form will be sent to the parent for completion.
7. Parents must attach copies of the original receipts to the DocuSign for processing, and certify that the student was not dropped off or left alone at any time during the enrichment.
8. The enrichment partner must also certify that the child was not left alone while services were provided and will also sign via docu-sign.
9. The Community Relations Clerk will review and process for payment once all documents are approved and _____ received.
NOTE: Failure to follow this process could result in reimbursements being denied by Elite Academic Academy.

Please direct any questions regarding the reimbursement process to the student's Elite Educator or to: communityrelations@eliteacademic.com or (866) 354-8302 ext. 773

All reimbursement requests must be received WITH COPIES OF THE ORIGINAL RECEIPTS four weeks prior to the last day of school, even if the activity is still in session.



**ENRICHMENT EXPERIENCE WITH UN-APPROVED PROVIDER
PARENT PRE APPROVAL REIMBURSEMENT REQUEST**

The parents/guardians certify the Enrichment Experience Parent Pre-Approval Reimbursement Request form has been submitted for approval for enrichment classes taught by local community partners **PRIOR** to registration in any class to ensure availability of educational funds and academic alignment. Elite Academic Academy reserves the right to refuse any reimbursements.

The parents/guardians are responsible for submitting this form **prior to enrollment in the class/enrichment activity.**

Student Name: _____ Date: _____

Parent Name: _____ Phone: _____

Elite Educator Name: _____

Academy: **D** Homeschool **O** Flex **D** Virtual

Enrichment Provider Name: _____

Address: -----

Phone Number: _____ Website: _____

Instructor/Contact Name: _____ Phone Number: _____

Class Name & Description	Class Date(s)	Cost
	Purchase Order#	

Academic Standard Alignment: (Please specifically include all academic standards that are covered by participating in this enrichment)

I, the teacher of record, have verified sufficient educational funds are available and that this class aligns with CA State Standards.

D Approved **O** Not Approved

Elite Educator Signature: _____ Date: _____

Director Signature: _____ Date: _____

- Reminder, copies of the original receipt(s) must be submitted for reimbursement! Don't lose them! -



For use only by Elite Academic Community Relations Department	
Parent Name	
Invoice #	
PO #	
Academy	
Account Code	
Amount	
Reviewed By	
Approved By	

ENRICHMENT EXPERIENCE WITH UN-APPROVED PROVIDER PARENT REIMBURSEMENT REQUEST

- Parents will only be reimbursed for approved enrichment classes/activities that are completed during the current academic school year. Reimbursement will be processed after the student has completed the class, and upon verifying that the student met all attendance requirements and has available student funds. Parents/Guardians **MUST** remain with their child at all times. Both parent/guardian and enrichment provider will be asked to sign under penalty and perjury that the parent/guardian was present and the child was never alone.
- Within 30 calendar days of the final class session, parents must submit original receipts showing the company name, date, class, and total cost to the community relations department . The receipt can be submitted earlier but will be held for processing until the class is completed. Receipts not submitted within this timeframe will require special approval by Elite Academic Academy Director and CEO and may be denied.
- Once the class is completed, the receipt is collected, and all documents are received and approved, the Community Relations Clerk will review and process for payment. Payments will be received within 30 days of final approval.
- Please direct any questions regarding the reimbursement process to the student’s Elite Educator or to: communityrelations@eliteacademic.com or (866) 354-8302 ext 773

Student Name: _____ Date: _____

Parent Name: _____ Phone: _____

Elite Educator Name: _____

Academy: Homeschool Flex Virtual

Please complete the following reimbursement information:

- Send Reimbursement to: (Name): _____
- Complete Mailing Address: _____
- Email Address for E-payment/ACH: _____
- Purchase Order (Found on Pre- Approval Form) _____
- Total amount of reimbursement \$ _____

Please upload a legible copy of your original receipt to the Docusign:

I have read the requirements and agree to the conditions as described above and in the Student/Parent Handbook regarding the appropriate use of educational funds. **By signing below, I certify under penalty of perjury that I have read the forgoing and that it is true and correct.**

Parent/Guardian Signature

Date

Enrichment Provider Signature

Date

Community Relations or designee

Date

CC: Teacher of Record



ELITE ACADEMIC ACADEMY CHARTER SCHOOL

Parent Reimbursement Process for Un-Approved Educational Materials Providers

This process is only to be used if necessary educational materials are not sold by an Elite-approved Educational Material Partner and the Elite Educator feels it is necessary for the student's academic growth. If the items are non-consumable, the parent must agree to provide the Elite Educator access to the material so that it can be barcoded as inventory.

Pre-Approval Process for Educational Material

1. **At least 10 business days** prior to purchase, the parent/guardian must receive approval for the purchase via DocuSign from the Community Relations team and the Elite Educator as to ensure the product is not available from an Elite-authorized educational material partner, is not religious in nature, and meets the academic needs of the student.
2. A member of our Community Relations team will review the request. If this request includes a current community partner, our department will contact you to go through our PO system (OPS) with the support of your Elite Educator. If the request includes a company that is not currently an approved partner, a Pre-Approval form will be emailed via DocuSign to your child's Elite Educator and Academy Director for approval.
3. The Elite Educator will verify sufficient educational funds are available, and that the educational material aligns with CA State Standards. Once verified, the Elite Educator will generate a Purchase Order in OPS to hold the funds and complete the DocuSign form. The Director, or designee, will then approve or deny the request. Afterwards, the Parent/Guardian will digitally sign the form and receive a final PDF copy of the document through DocuSign.
4. Once the approved Pre-Approval form is received, the Parent/Guardian may purchase the educational materials for that student.

5. Within 30 calendar days after the parent/guardian completes the pre-approved educational material request, the Parent/Guardian will complete a reimbursement request by clicking the link on the Parent Portal of our Elite Academic Academy website (<https://www.eliteacademic.com/student-parent-portal/>). Please have the PO number found on the Pre-Approval form, the original receipt and the Pre-Approval form handy. Receipts not submitted within this timeframe will require special approval by Elite Academic Director and CEO and may be denied.)
6. Once the Elite Community Relations Team receives the request for reimbursement through our ticketing system, a DocuSign form will be sent to the parent for completion.
7. Parents must attach copies of the original receipts to the DocuSign for processing. Please remember all non-consumable items must be returned to the school at the end of each academic school year.
8. The Community Relations Clerk will review and process for payment once all documents are approved and received.

NOTE: Failure to follow this process could result in reimbursements being denied by Elite Academic Academy. Please direct any questions regarding the reimbursement process to the student's Elite Educator or to: communityrelations@eliteacademic.com or (866) 354-8302 ext. 773. Elite Academic Academy reserves the right to deny any reimbursement request.



For use only by Elite Academic Community Relations Department	
Parent Name	
Invoice#	
PO#	
Academy	
Account Code	
Amount	
Reviewed By	
Approved By	

**EDUCATIONAL MATERIALS PROVIDER
PARENT PRE-APPROVAL REIMBURSEMENT REQUEST**

The parents/guardians certify the Educational Material Parent Pre-Approval Reimbursement Request form has been submitted for approval for educational materials **PRIOR** to purchasing any educational materials to ensure availability of educational funds and academic alignment.

The parents/guardians are responsible for submitting this form **prior to purchasing materials**. Elite Academic Academy reserves the right to deny any reimbursements.

Student Name: _____ Date: _____

Parent Name: _____ Phone: _____

Elite Educator Name: _____

Academy: **D** Homeschool **O** Flex **D** Virtual

Company	Item Description & Purpose	Cost (include tax)	Account Code (Community Relations Dept Only)

Total Cost of Expenses:

Parent/Guardian Signature: _____ Date: _____

The materials listed are not available from an Elite-approved partner, are not religious in nature, and are needed for academic growth.	
D Approved	O Not Approved
Elite Educator Signature: _____	Date: _____
Director Signature: _____	Date: _____
Purchase Order#: _____	

Reminder, copies of the original receipt(s) must be submitted for reimbursement, don't lose them. All non-consumable items eligible for reimbursement are property of Elite and must be returned at the end of the school year. -.

PARENT REIMBURSEMENT REQUEST EDUCATIONAL MATERIALS

1. Parents will only be reimbursed for approved educational materials that are purchased during the current academic school year.
2. Within 30 calendar days of the purchase of the educational materials, parents must submit original receipts showing the company name, date, class, and total cost to the community relations department. Receipts not submitted within this timeframe will require special approval by Elite Academic Academy Director and CEO and may be denied. Note: All non-consumable items eligible for reimbursement must be returned at the end of each academic school year.
3. Once the educational materials are purchased, the receipt is collected, and all documents are received and approved, the Community Relations Clerk will review and process for payment. Payments will be received within 30 days of final approval.
4. Please direct any questions regarding the reimbursement process to the student's Elite Educator or to: communityrelations@eliteacademic.com or (866) 354-8302 ext. 773

Student Name: _____ Date: _____

Parent Name: _____ Phone: _____

Elite Educator Name: _____

Academy: Homeschool Flex Virtual

Please complete the following reimbursement information:

- Send Reimbursement to: (Name): _____
- Complete Mailing Address: _____
- Email Address for E-payment/ACH: _____
- Purchase Order (Found on Pre- Approval Form) _____
- Total amount of reimbursement \$ _____

Please upload a legible copy of your original receipt to the DocuSign:

I have read the requirements and agree to the conditions as described above and in the Student/Parent Handbook regarding the appropriate use of educational funds. **By signing below, I certify under penalty of perjury that I have read the forgoing and that it is true and correct.**

Parent/Guardian Signature

Date

Elite Educator Signature

Date