

Join Zoom Meeting https://eliteacademic.zoom.us/j/94339322461? pwd=dVJiSVBTbTNIeGZobGduSk1NZINyZz09 Meeting ID: 943 3932 2461 Passcode: 517181 One tap mobile +16699009128,,94339322461#,,,,*517181# US (San Jose)

May 5, 2022 at 10:00 am

43414 Business Park Drive, Temecula, CA 92590



Elite Academic Academy - Mountain Empire - May 5, 2022

Elite Academic Academy - Mountain Empire

Meeting Location

Due to the ongoing COVID-19 pandemic, this meeting will be held via teleconference only. Members of the public may observe the meeting and offer public comment using the following dial-in numbers and/or internet link: Join Zoom Meeting https://eliteacademic.zoom.us/j/94339322461? pwd=dVJiSVBTbTNIeGZobGduSk1NZINyZz09 Meeting ID: 943 3932 2461 Passcode: 517181 One tap mobile +16699009128,,94339322461#,,,,*517181# US (San Jose)

1.0 Call To Order

Time:

Time:

Roll Call: Morgen Oelckers, Patrick Keeley, Ronnie Jackson

2.0 Approve/Adopt the Agenda

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

3.0 Public Comment -Closed Session

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

4.0 Adjourn to Closed Session

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

5.0 Closed Session

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

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

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

6.0 Pledge Of Allegiance Led By:

сей Бу.

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

Motion: Second: Vote:

9.0 General Functions

9.1 Informational Items

A. CEO Report

EAA-ME CEO Report April 22.pdf

9.2 Consent Agenda

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

A. Meeting Minutes from April 7, 2022

EAA-ME 04.07.22.pdf

B. Warrant Register

WarrantRegisterME_Apr_2122.pdf

C. New Instructional Services Community Partners

Elite Academic Instructional Service Community Partner_May_2022 - VCI Community Partners.pdf

D. Job Descriptions

JD - Community Relations Lead (pending board approval).pdf

JD - Coordinator of Schoolwide Systems and Supports (pending board approval).pdf

JD - Curriculum Coordinator (pending board approval).pdf

JD - Director MTSS (pending board approval).pdf

JD - Director of Assessment and Accountability (pending board approval).pdf

JD - MTSS Instructional Aide (pending board approval).pdf

JD Independent Study School Social Worker (Certificated) (pending board approval).pdf

JD Instructional Aide (pending board approval).pdf

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

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

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

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

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

JD - MTSS Stipend (rider to Teacher_other JD) (pending board approval)(2).pdf

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

E. Employee Evaluation Templates

EAA-21.22 Certificated Employee Annual Review .pdf

Motion: Second: Vote:

_EAA-21.22 Classified Employee Annual Review.pdf

10.0 Personnel Services

10.0 Personnel Services	
10.1 Letters of Intent for Temporary Certificated Hires It is recommended the board ratify the following Letters of Intent for Temporary Certificated Hires for Elite Academic Academy - Mountain Empire.	Motion: Second: Vote:
22.23 Andolina LOI Signed.pdf	
10.2 Certificated Employee Contracts It is recommended the board ratify the following Certificated Employee Contracts for Elite Academic Academy - Mountain Empire.	Motion: Second: Vote:
22.23 MacDonald Contract.pdf	
21.22 Thompson Contract.pdf	
10.3 Employee Changes of Relationship It is recommended the board ratify the following Employee Changes of Relationship for Elite Academic Academy - Mountain Empire.	Motion: Second: Vote:
21220321.pdf	
21220328.pdf	
11.0 Business Services	
11.1 State of Emergency Policy The Board will review and consider approval of a proposed resolution finding that the proclamation of a state of emergency continues and that local health officials have continued to recommend measures to promote social distancing such that meeting in person would present an imminent risk to the health or safety of the attendees and that, therefore, the Board of Directors will continue to meet remotely in order to ensure the health and safety of attendees.	Motion: Second: Vote:
ME-Resolution recognizing a state of emergency and authorizing teleconferenced meetings pursuant to AB 361.pdf	
11.2 Whoop Proposal It is recommended that the board approve the following Whoop Proposal for Elite Academic Academy - Mountain Empire.	Motion: Second: Vote:
Elite Academic Academy Whoop Quote_March 31, 2022_V1.pdf	
Elite Academic Academy Whoop Quote_March 31, 2022_V1.pdf 11.3 Community Partner Packets 22-23 It is recommended the board ratify the following Community Partner Packets 22-23 for Elite Academic Academy - Mountain Empire.	Motion: Second: Vote:
11.3 Community Partner Packets 22-23 It is recommended the board ratify the following Community Partner	
11.3 Community Partner Packets 22-23 It is recommended the board ratify the following Community Partner Packets 22-23 for Elite Academic Academy - Mountain Empire.	
 11.3 Community Partner Packets 22-23 It is recommended the board ratify the following Community Partner Packets 22-23 for Elite Academic Academy - Mountain Empire. 2022-2023 EMR Community Parter Packet EAACS_complete.pdf 2022-2023 VCI Community Partner Packet 	
 11.3 Community Partner Packets 22-23 It is recommended the board ratify the following Community Partner Packets 22-23 for Elite Academic Academy - Mountain Empire. 2022-2023 EMR Community Parter Packet EAACS_complete.pdf 2022-2023 VCI Community Partner Packet EAACS_complete_ts.pdf 11.4 Prom/Graduation/June Professional Development Vendor Proposals It is recommended the board ratify the following Prom/Graduation/June Professional Development Vendor Proposals 	Vote: Motion: Second:
 11.3 Community Partner Packets 22-23 It is recommended the board ratify the following Community Partner Packets 22-23 for Elite Academic Academy - Mountain Empire. 2022-2023 EMR Community Parter Packet EAACS_complete.pdf 2022-2023 VCI Community Partner Packet EAACS_complete.pdf 2022-2023 VCI Community Partner Packet EAACS_complete_ts.pdf 11.4 Prom/Graduation/June Professional Development Vendor Proposals It is recommended the board ratify the following Prom/Graduation/June Professional Development Vendor Proposals for Elite Academic Academy - Mountain Empire. 	Vote: Motion: Second:

11.5 Pay Scales/Salary Ranges 2022-23

Motion: Second:

Vote:

Time:

It is recommended the board approve the following Pay Scales/Salary Ranges 2022-23 for Elite Academic Academy - Mountain Empire.	
2022_2023 Staff Salary Ranges .xlsx	
11.6 CSC Borrowing Agreement It is recommended that the board approve the following CSC Borrowing Agreement for Elite Academic Academy - Mountain Empire.	Motion: Second: Vote:
ME_CSC Calcs.pdf	
Elite Academic ME Funding August LCFF In-Lieu.pdf	
11.7 Monday.com Contract 22-23 It is recommended that the board approve the following Monday.com Contract for 22-23 for Elite Academic Academy - Mountain Empire.	Motion: Second: Vote:
Monday.com Contract 22-23.pdf	
12.0 Educational Services/Policy Development	
12.1 Updated Employe Handbook Section 5.3, Revision 2 It is recommended the board ratify the following Updated Employee Handbook Section 5.3, Revision 2 for Elite Academic Academy - Mountain Empire.	Motion: Second: Vote:
Updated Employee Handbook - Section 5.3, Revision 2.pdf	
12.2 Declaration of Need 2022-23 It is recommended the board ratify the following Declaration of Need 2022-23 for Elite Academic Academy - Mountain Empire.	Motion: Second: Vote:
CA State Declaration of Need 2022.23-ME.pdf	
12.3 Board of Directors Meeting Calendar 2022-23 It is recommended the board approve the following Board of Directors Meeting Calendar 2022-23 for Elite Academic Academy - Mountain Empire.	Motion: Second: Vote:
EAA-ME 2022-23 Board of Directors Meetings Calendar.pdf	
12.4 School Pathways Proposal 22-23 It is recommended the board approve the following School Pathways Proposal 22-23 for Elite Academic Academy - Mountain Empire.	Motion: Second: Vote:
Elite Mountain SP v2 Quote (7.1.2022-6.30.2025).pdf	
13.0 Report of Action Taken in Closed Session The Board will report any action taken in closed session as required by law.	
14.0 Calendar The next regularly scheduled meeting is June 2, 2022 at 10:00 am.	
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 eliteacemic.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	Motion: Second: Vote:

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

to an item on the agenda, please contact administration.

Time:

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.

Elite Academic Academy

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



Monthly Update

April 2022



ELITE ACADEMIC ACADEMY



School:

Authorizer:

Leader:

Month:

April 2022



Elite Academic Academy-Mountain Empire Mountain Empire Unified School District Ms. Meghan Freeman, CEO **April 2022**

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

Celebration Areas:

- With a focus on Aligned Resources we held our very first CEO Think Tank with members from all departments working to come up with creative solutions for positive change.
- CAASPP Prepartion is underway. We will "Rock the Test!"
- With a focus on Student Work and Data leadership presented Data Dives and targeted plans for department improvement! 2



Homeschool Information Night On Tuesday, April 19th, we hosted a Homeschool Informational Webinar for new families to highlight what we offer at Elite, Homeschooling Expectations, and Next Steps. 70 families were in attendance. We are excited about the upcoming school year! The next Homeschool Informational Night is on Tuesday, May 24th at 5:00pm

Click the Picture Below for the Recorded Video, or the link here.





Elite Homeschool Academy

Director: Mr. Evan Jorgensen Assistant Director: Ms. Kristine Mason

Homeschool by the Numbers:

Lucerne: 167 Mountain Empire: 397 Total: 564 Homeschool Students Homeschool Elite Educators: 25

Fall Enrollment

We are proud to announce that 91% of Homeschool Students are enrolled for the next school year, and many siblings, friends, and family members also enrolled from personal recommendations of current students. That's an amazing Retention Rate, and a parent's choice in education is something we value dearly.

Returning Homeschool Students: 529 students (91% retention) Newly Enrolled Homeschool Students: 234 students Total Count for Fall Semester (as of 4/27/2022): 763 students

End Of Year Assessments

Teachers and students are gearing up for our End-of-Year Assessments. They are having their students download the Secure Browser, take an Interim Assessment Block (IAB), and then take the tests during the week of May 09 - May 20th.

\Rightarrow There are 293 Homeschool Students Assigned to take the CAASPP Assessments.

Students not assigned to CAASPP will be completing end-of-year internal assessments through i-Ready and easyCBM

⇒ There are 271 Homeschool Students Assigned to take the End-Of-Year i-ready and easyCBM Assessments

Goals Goals Goals!

In April Homeschool was busy planning for Fall! Here are some future goals and plans we are working on based on data and assessments we have compiled this school year: Additional Parent Training Webinars during the School Year Streamlining Curriculum Options For New Homeschool Families Additional Support for Homeschool Teachers through Leads and Cohorts Homeschool Family Park Days hosted by Teachers In-Person Opportunities for Teacher Support

Student Work & Highlights:

Loreilei Helfrich, 4th Grade Homeschool Student "I've been creating art for a year under the guidance of a teacher. In class, I get the experience of using not just acrylic paint, but a variety of different materials such as India inks, watercolors, oil pastels, and alcohol inks. My puffin painting is set in Norway in Europe. Puffins have brightly colored beaks because it shows quality in their ability to be a good mate. Each summer, my family and I go to Alaska and I get a wonderful opportunity to see puffins very close up. We call them "flying potatoes"!" Great work, Lorelei!





Last In-Person Field Trip: Olympic Training Center Six of our Homeschool Teachers attended the Field Trip to the Olympic Training Center in Chula Vista. [Left to right: Shelley Diaz, Kristy Baker, Sarah Damianos, Summer Alexander, Natasha Vasquez-Tsalyuk, Dani Osmond]





Director: Ms. Ashlea Kirkland-Havnes Assistant Director: Ms. Allison Watters

Our Virtual Informational Night held on April 21st was a huge success! We had over 50 new/inquiring families attend. We want to be able to continue to reach more families so we will be hosting another informational night in Mav!

Our teacher of records have been hosting amazing CAASPP Synchronous sessions for our students! The most recent one done by Ms. Kate Curtis was focusing on the CAASPP Assessment Prep/Tips on testing. Her main focus of the lesson was the Performance Task for English Arts. She created an amazing presentation and the kids were engaged!



Another amazing synchronous session was for the Math CAASPP Performance Task practice. The presenter showed sample questions for 7th grade and 11th grade math. The students were asked to examine the questions and review them before they were expected to solve them.



In a recent staff meeting, the teachers completed a Jam Board activity where they came up with different ways to support students who were performing low. Below is the spreadsheet summary of the ideas of support our teachers came up with.



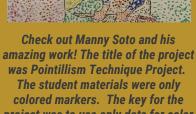


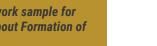


Check out Manny Soto and his was Pointillism Technique Project. The student materials were only colored markers. The key for the project was to use only dots for color and use a variety of colors.

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John Alexander's work sample for Biology learning about Formation of **Species:**









A

Elite Flex Academy

Director: Mrs. Monique Waithe

Flex Enrollment

Flex is excited to announce that we have 89% of our students returning next school year. Flex will also be shifting from a TK-12 program to a TK-8 program. The Flex high school and Virtual high school programs are merging to provide the most effective and efficient support for students.

Returning Students: 341 New Students: 74 HS students moving to Virtual Academy: 82 Total count for the Fall semester as of 4/28/22 (TK-8 only): 337

Flex Informational Night

We hosted our first Flex informational Night on April 6th. We had 118 registrations and 45 people attended. Parents asked great questions and are excited for the upcoming 22/23 school year. Click here for the recorded video.

Flex Connections

Flex teachers are finding creative ways to connect with and meet with their students.

Project-Based Learning - Student Connections

Ms. Zamora and Ms. Critchfield created an interactive and collaborative PPT project for students to complete in lieu of weekly assessments. **Students collaborate and work on their projects with a partner in their weekly live sessions. They will present their projects to their classmates in mid-May.** Huge shout out to Ms. Zamora and Ms. Critchfield for supporting students with this project. On average they have 40 students attending their middle school Science live sessions a week. It is clear that students are engaged and feel connected in this course. Way to think outside the box!

Space Exploration Project

Option #1: (Slides 6-11)

You be the tour guide! Take us on a tour of a single planet (in depth) or a tour of the galaxy. Describe what we might see and experience while on this tour.

Option #2: (Slides 12-17)

Research the different types of space exploration and describe pros and cons of each, for example: telescopes, satellites, space shuttles.

Option #3: (Slides 18-23)

Research a past space mission and describe the events that transpired from the point of view of one of the astronauts.

		iow will bit	ojects be gi	aucu:	
Anes	Beginning 1	Developing 2	Accomplished 3	Excellent 4	Score
Organization & Neatness	Disorgonized, messy	Minimal Neutness or Organization	Most information is neatly organized and easily located	All information is neat and easily located	
Торіс	Information is not on topic	Some information is on topic	Most information is on topic	All information is on topic	
Research Process	No research was completed	Some research was completed	Most research was completed	All research was completed	
Student Focus	Did not stay on task	Minimally on task	Mostly on task	On task all of the time	
Teomwork	DId not work well with others	Worked well with others some of the time	Mostly well with others some of the time	Worked great with others the whole time	

In-Person Connections

Flex teachers are planning fun end-of-the-year in-person activities with their students. Some are collaborating to host events together and others are hosting events alone. Activities range from picnics in the park, to local hikes, visits to museums, and beach days.

Flex Assessments

Flex Academy students are making academic progress and are meeting academic goals. The overall proficiency levels increased from the beginning of the year to the middle of the year.

MOY Grade Level Proficiency Growth

Math: +23.2 Reading: +11.9

We are excited to proctor end-of-the-year assessments and we expect to see continued growth in both Math and Reading.

EOY Assessments

Students taking the CAASPP Assessments: 235 students Students taking EasyCBM and/or i-Ready:

5

What is Flex?

Flexibility, Structure, and Support

Flex is a TK-8th grade hybrid program that offers both virtual and offline instructional support and materials.

Students have the option to connect with their teacher in person in provinity permits (optional)

The next Flex Informational Night is on Wednesday, May 25th at 5:00pm

Year End CELEBRAITION June 7th 10am–2pm Buccaneer Park 1500 Pacific St. Oceanside, CA 20054 "There is a free parking lot at the park, or street parking nearby if the let fills up.

Bring Water, sunscreen, blankots, towels, chains, Games to play with friends (optional), picnic lunch (there is also a crife at the park, but it may not be open) What's There to Do? Beach (across the street), largo grass lawn for games, basketball courts, playground pavilion with shaded tables, stream with ducks and aquirrels

RSVP TO YOUR TEACHER OF RECORD IF YOU WOULD LIKE TO JOIN THE FUN!







Sign Language Leads: Mr. Nolan Smith and Ms. Rebecca Smith Director: Ms. Ashlea Kirkland- Havnes

Marketing

Courses in the Marketing Academy began diving into gaming, computer science, social media, and more in April. In Digital Publishing B, students created a 30-day Instagram social media calendar, as well as recorded a one-minute pitch video. Students in Digital Marketing created posters to advertise a state of their choice and more. Live Sessions included an extended look at marketing strategies in real-life scenarios and a guest speaker who develops apps and works in computer science with Boeing.



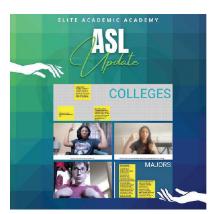
Elite Podcast

The Be Elite Podcast has been going strong all year long. In April, students recorded a podcast that allowed students and staff alike to join in and share their pets with their peers. Students also invited Elite's CTE Director Mrs. Kirkland and School Counselor Ms. Lively for a podcast on Life Preparedness. Both episodes are available now on YouTube.



ASL

Students demonstrate what their dream jobs are, or what their parents do in the workforce. Students were sent on a Scavenger Hunt, looking to find college and major options in American Sign Language.







The Elite Academic Academy eSports club is official! Partnering with NASEF, we kicked off our eSports club by being a part of the global NASEF FarmCraft 2022, where students utilize the popular Minecraft: Education Edition game and take on challenges that are directly related to agricultural practices.









CAREER TECHNICAL EDUCATION



Elite Adventure CTE Pathway

Lead: Mr. Tom Olson Director: Ms. Ashlea Kirkland- Haynes

Adventure Academy & Quest Crew

The Adventure Academy wrapped up the fourth unit in all courses, which is a foundational unit that digs into the meat of the curriculum. In Boating Careers, students completed the California Course for safe boating; in Coastal Preparedness students submitted their final coastal adventure trip plan, and Intro. to Surfing students completed their composite materials lab. As the courses progress in the 5th and 6th units, the content takes a turn toward industry-specific training and career exploration. Aside from the current sections, new courses are being developed too!

The Natural Awareness course, is an introduction course intended as a starting point for Grades 6-8 to broaden their understanding of the natural world and create awareness of our environment. All in all, Natural Awareness is a skill that humanity is beginning to lose. Most humans can't tell you where the clouds are coming from, which direction is north, how many hours of daylight are left, or the plant species that they pass by as they stare into screens. These questions are easy to answer if you have an understanding of the natural world and that is exactly what this course is all about.

Boating Careers, new this semester, is in its final stages of completion as the 6th unit is written. The final unit will play off of the career exploration in the 5th unit, where students will build a resume and cover letter specific to a marine-recreation job posting and will participate in a phone or zoom interview.

The Quest Crew wrapped up in-person events for the '21/'22 school year to give students time to focus on testing and academics. The spring events were a big success, with our biggest event yet; we had 95 people our whale watching at Dana Point! The events planned this spring tested the efficiency of having many activities centered over 3-4 weeks per quarter rather than having one or two adventures per month. This allows us to create more opportunities for students to engage across a greater geographic area and reduces the 'FOMO' of having an event that is two hours away. Bringing the Quest Crew closer to the vast spread of our families is essential in creating equity in this program. Future adaptations have been made to the '22/'23 academic calendar to better access students across the numerous counties of Southern California.

While in-person events are done, there are tons of exciting virtual Quest Crew events for students to engage in! On Earth Day, Mr. O sent out over 100 seed packets full of California Poppies to our students with a letter enclosed inviting them to an Earth Day celebration. Students that attended learned about seed development, began to germinate their poppy seeds and went on a wildflower walk to soak in the beauty of our planet. The Quest Crew has a few other events that students can tune into this spring to keep the outdoor education coming; Mr. O will host a 3-part campfire cooking webinar series on May 11th, 25th, and June 8th to introduce students to the art of cooking over fire.









PFT w ECommunity Rowing - San Diego

Coach Heather Fax-Huckaby sets the pace as Samantha Santos breaks the School Record with 35 Pacer Laps. Way to go Samantha!!







Elite Athletic Enrichment

Lead: Mr. Andy Allanson Director: Ms. Ashlea Kirkland- Haynes

Educational Funds at Work!!

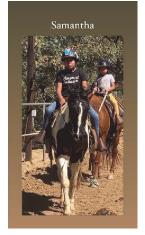




Samantha Santos utilizing Education Funds towards Water Safety and Swim Lessons.

Elite Equestrian & Riding Club





Alexa Santos and sister Samantha are both learning to ride.

PFT w Skyhawks - Temecula

Former MLB Great, Lenny Randle & son former NFL Running Back Bradley Randle lead 5-7-9 members thru PFT warmups.



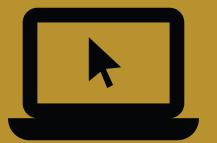




Everyone was invited to participate in Soccer Drills prior to starting the Pacer.









Beauty and the Beast Field Trip



Paint Night with CeCe



The May 2022 Print Newsletter



Elite Academic Innovation Department

Director: Dr. Laura Spencer

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

The Tech Department has been busy preparing and shipping loaner Chromebooks to families who need support for their student to CAASPP test successfully. They've also provided tech support to families using personal devices to ensure that everyone is ready and able to participate in the assessment.

As part of T-Mobile buying Sprint, each of our LTE Chromebooks must have a new SIM card installed. Because CAASPP testing is occurring, we've focused our efforts on the devices currently in inventory, and then will help families with their devices this summer. Below are speed tests that shows the network improvement to our LTE devices.



T-Mobile Speed Test



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Marketing/Communication

Engagement

Our top virtual event in April was "Yellowstone, You, and the Park Ranger" which had 75 RSVPs. We met with a National Park Ranger to discuss the geology and wildlife of Yellowstone National Park. Our most popular inperson event was a field trip to the California Theater of Performing Arts in San Bernardino. 105 EAA students, staff and parents got together to see a lovely performance of Beauty and the Beast.

Social Media Reach – March 29th-April 25th, 2022 72.1k Facebook Page Reach 22.9k Instagram Page Reach 37 New FB Page Likes 38 New IG Followers 3.9k Facebook Post Engagement 37 New FB Page Followers Top Cities Reached this Month: San Diego, Indio, Los Angeles

Social Media

Top two social media posts from March 29 - April 25, 2022



April is Mathematics Awareness Month! Our math small groups have implemented Mathigon Polypad to their lessons, so instructors c... See More



Elite Academic Academy *** Posted by HeroPost Apr 6 - Q Lib is a 9th Grader in our Virtual Academy. Her

Lify is a 9th Grader in our Virtual Academy. Her Teacher of Record, Ms. Hutchins, is so proud of her effort this school year! "Lify has been wor... See More





RO	ск тн	E TEST	CAASPP 2022
***	9-21 MAY	ELA, Moth, Scie	nce, and Physical Fitness
\$	Do Francist D	n't Stress o Your Best	#Beelite Internet

Who we are... We foster positive relationships among educators and students through socialemotional 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







Mrs. Karen Makkai, Ms. Jen Edick, Ms. Antonette Sims Director: Dr. Laura Spencer

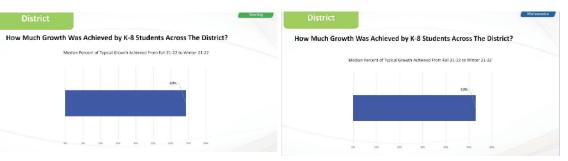
CAASPP Preparations

The Assessment team has been preparing to help students "rock the CAASPP test". The following were completed: teacher training, accommodations uploaded into TOMS, a resource Linktree created, worked with IT to address needed support, worked with Sped Department to schedule students taking the alternative test, and worked with Community Relations to distribute testing kit to students.

Worked with ELPAC proctors to complete training and begin scheduling our 42 EL students for testing.

Middle-of-Year i-Ready Diagnostic Data Reviewed

Goal is to achieve 50% growth by mid-year. Schoolwide we achieved 69% in Reading and 53% in Math.



Small Groups and Tutoring

Round 3 of small group sessions continued. Coaches received extensive training in essay writing and math strategies as well as the skills needed to successfully complete the CAASPP Performance Task. Students are showing growth in skills and confidence. Attendance averages 70%.

Systems and Support

To facilitate processes, workflows, and the analysis of data across the school, several new Monday.com boards have been developed to meet the specific needs of various departments. Training has been provided to each department on the use the automation of each board.

Athletics & Assessment

21-22 PFT Board Assessment and Tech

21-22 CAASPP Tech Tracking Board

21-22 ELPAC Board

At Promise

21-22 SST Referrals

Counseling

21-22 Graduating Seniors Homeschool

Learning Period Goals for Individual teachers in Need of Support

Admissions

22-23 Elite Boarding Pass (onboarding workflow tool with 21 automations to facilitate this process) Community Relations

22-23 New Student Welcome Kit (connected board to admissions board to ensure that students receive their welcome kit once enrollment is confirmed)

<u>SPED</u>

Our Special Education team has been busy attending training, attending meetings, and serving students. Additionally, the Special Education department has been analyzing data from the current school year in order to improve our processes as Elite grows. Following Elite's focus on the "Power of Presence," our team has been making meaningful connections with their students. One of our service providers recently shared this story...

"I sent out the postcards that were provided by Elite, to all of my students. One of my students has a difficult time forming letters and writing sentences. He pulled out the postcard at the beginning of our session and said, "Thank you for the postcard. I love getting mail." When I asked him if he thought my writing was neat or messy, he said, "Your writing is great." My writing was actually quite messy but he decided to give me encouragement anyway. I asked him if he really thought my writing was good and he said, "Well, it's better than mine, but I want more postcards so yes, it's great." Thank you Elite!"









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

Director: Dr. Laura Spencer

Individual counseling with students is still going strong: our social worker is meeting with 20 kids to support their mental health needs, providing between 40-50 hours a month of face-to-face counseling. Each week, roughly 2-8 new families are brought to the counseling department's attention with mental health or resource needs from teachers, directors, or families directly.

Our school counselor continues to meet with students providing approximately 18 hours per month of academic and social emotional counseling. Additionally, graduation checks and senior conferences are underway as students prepare for their next steps during this exciting and busy time. Graduates are enjoying our custom Class of 2022 shop to represent their Elite Eagle Pride!

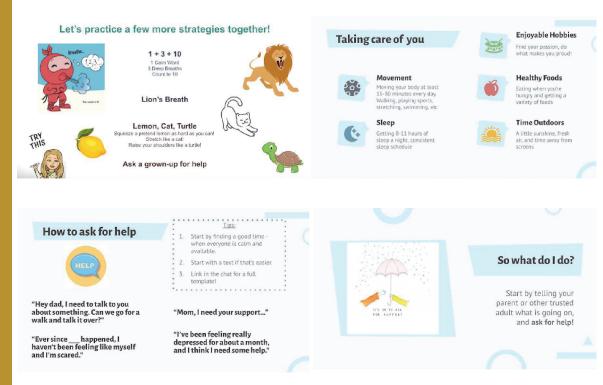
The school counselor also attended academy-specific information nights for interested and incoming families and fielded lots of questions about our programs. New families are excited to get started with us!

April continues to be a high need month for mental health supports - we have had 35 inbound interactions with CareSolace!

Key Performance Indicators (KPIs)

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Tota
Inbound interactions	3	4	6	22	25	22	11	26	26	35	180
Communications saved	30	19	35	128	136	99	85	139	121	196	988
Warm Handoffs®	0	0	2	2	0	1	2	6	3	4	20
Family-initiated cases	0	0	0	0	1	2	0	0	1	0	4
Total appointments into care	0	2	1	2	0	1	0	0	2	1	9
Anonymous searches	0	0	5	1	0	2	0	1	1	1	11

This month our school social worker gave introductory social-emotional lessons to all students, fulfilling the new SB224 requirements for mental health information. Students, parents, and teachers in K-12 got to learn about feelings, coping skills, building lifelong healthy habits, and seeking help when needed for mental health.





HELLO, EAGLES!

Elite Accomplishment Summary

With a focus on **Student Work and Data** all leadership is preparing for the development of strategic plans for the 22.23 school year. Data dives and SWOT Analysis are completed to start the process.



With a focus on **Responsive Instruction** small groups are working hard to prepare for state testing. Our testing window opens the first week in May.



With a focus on **Aligned Resources our open enrollment has been a success** we have almost 400 new Track B students joining us in the fall.

	Grade Span	Track B (Projected Enrollment)
	⊺k-3	229
2	4-6	164
	7-8	101
	9-12	169
	Total	663

Goals For May

• Rock The CAASPP test

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* As of 04/27/2022
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- Work on Level 1 Marzano Highly Reliable School Certification by getting parents, student and staff surveys completed to determine our progress towards a safe reliable school.
- **Open Enrollment** starts for Track A. We are excited about Peak Performance and think many athletic scholars will be joining us for the exciting first learning period!





Join Zoom Meeting https://eliteacademic.zoom.us/j/94339322461? pwd=dVJiSVBTbTNIeGZobGduSk1NZINyZz09 Meeting ID: 943 3932 2461 Passcode: 517181 One tap mobile +16699009128,,94339322461#,,,,*517181# US (San Jose)

April 7, 2022 at 9:45 am

43414 Business Park Drive, Temecula, CA 92590



Elite Academic Academy - Mountain Empire - April 7, 2022

Elite Academic Academy - Mountain Empire

Meeting Location

Due to the ongoing COVID-19 pandemic, this meeting will be held via teleconference only. Members of the public may observe the meeting and offer public comment using the following dial-in numbers and/or internet link: Join Zoom Meeting https://eliteacademic.zoom.us/j/94339322461? pwd=dVJiSVBTbTNleGZobGduSk1NZINyZz09 Meeting ID: 943 3932 2461 Passcode: 517181 One tap mobile +16699009128,,94339322461#,,,,*517181# US (San Jose)

Time: 9:45 a.m. 1.0 Call To Order

9.45 a.m.

Roll Call: Morgen Oelckers, Patrick Keeley, Ronnie Jackson Present Present Present

2.0 Approve/Adopt the Agenda

It is recommended the Board of Directors adopt as presented the agenda for the Board Meeting of April 7, 2022.

3.0 Public Comment -Closed Session

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

4.0 Adjourn to Closed Session

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

5.0 Closed Session

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

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

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

Time: 9:46 a.m. 6.0 Pledge Of Allegiance

Led By: Morgen Oelckers

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

Morgen Pat Motion: Second: Vote: Morgen; Aye, Pat; Aye, Ronnie; Aye. Item Carries 3-0.

9.0 General Functions

9.1 Informational Items

A. CEO Report

EAA-ME March 2022 CEO Report.pdf

B. Tutor Time Update

9.2 Consent Agenda

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

A. Meeting Minutes from March 29, 2022

EAA-ME 03.29.22.pdf

- B. Warrant Register
- C. New Instructional Services Community Partners

Elite Academic Instructional Service Community Partner_Apr_2022 - VCI Community Partners.pdf

D. New Educational Materials Community Partners

Elite Academic Educational Materials Partner_Apr_2022.xlsx - EM Partners.pdf

E. Job Descriptions

JD Academic Innovation - IT Support (pending).pdf

10.0 Personnel Services

Time: 10:02 a.m. 11.0 Business Services

11.1 State of Emergency Policy

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

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

11.2 Clifton Larsen Allen Auditor Contracts 22-23

It is recommended that the board approve the following 22/23 Clifton Larsen Allen Auditor Contracts for Elite Academic Academy -Mountain Empire.

CLA_Engagement_Letter Elite - Mountain Empire.pdf

11.3 EPA Spending Plans

It is recommended that the board approve the following EPA Spending Plans for Elite Academic Academy - Mountain Empire.

21.22_ME_EPA.pdf

11.4 CA Dept. of Ed. Consolidated Application

It is recommended that the board approve the following CA Dept. of Ed. Consolidated Application for Elite Academic Academy - Mountain Empire.

FY21.22_ME_AppforFndng (T1,T2).pdf

Morgen Ronnie Motion: Second: Vote: Morgen; Aye, Pat; Aye, Ronnie; Aye. Item Carries 3-0.

Morgen Pat

Motion: Second: Vote: Morgen; Aye, Pat; Aye, Ronnie; Aye. Item Carries 3-0.

Morgen Ronnie Motion: Second: Vote: Morgen; Aye, Pat; Aye, Ronnie; Aye. Item Carries 3-0.

Morgen Pat Motion: Second: Vote: Morgen; Aye, Pat; Aye, Ronnie; Aye. Item Carries 3-0.

Morgen Ronnie Motion: Second:

Vote: Morgen; Aye, Pat; Aye, Ronnie; Aye. Item Carries 3-0.

11.5 Web-Based Enrollment App Proposal

It is recommended that the board approve the following Prime Educational Solutions Web-Based Enrollment App proposal for Elite Academic Academy - Mountain Empire.

EAA - ME Enrollment App Proposal .pdf

11.6 Whoop Proposal

It is recommended that the board approve the following Whoop Proposal for Elite Academic Academy - Mountain Empire.

Mountain Empire - Elite Academic Academy_Quote_April 1, 2022_V3.pdf

12.0 Educational Services/Policy Development

12.1 Updated Employee Handbook

It is recommended that the board approve the following Updated Employee Handbook for Elite Academic Academy - Mountain Empire.

Elite Employee Handbook - Mountain Empire -2022 (pending board approval).pdf

12.2 Fiscal Policies Handbook

It is recommended that the board approve the following Fiscal Policies Handbook for Elite Academic Academy - Mountain Empire.

FY21.22_ME_FISCAL POLICIES.pdf

12.3 Residency Policy

It is recommended that the board approve the following Residency Policy for Elite Academic Academy - Mountain Empire.

Elite Academic Residency Policy (pending board approval).pdf

13.0 Report of Action Taken in Closed Session

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

14.0 Calendar

The next regularly scheduled meeting is May 5, 2022 at 10:00 am.

15.0 Board Comments and Future Planning

Time: 10:19 a.m. 16.0 Adjournment

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

Morgen Ronnie Motion: Second: Vote: Morgen; Aye, Pat; Aye, Ronnie; Aye. Item Carries 3-0.

Motion: Second:

Vote: Item bypassed unintentionally. Will appear on next agenda

Morgen Pat Motion: Second:

Vote: Morgen; Aye, Pat; Aye, Ronnie; Aye. Item Carries 3-0.

Morgen Ronnie Motion: Second: Vote: Morgen; Aye, Pat; Aye, Ronnie; Aye. Item Carries 3-0.

Morgen Pat

Motion: Second: Vote: Morgen; Aye, Pat; Aye, Ronnie; Aye. Item Carries 3-0.

Morgen Ronnie Motion: Second: Vote: Morgen; Aye, Pat; Aye, Ronnie; Aye. Item Carries 3-0.

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

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Vendor Name	Account Name	Ref Numbe
All About Learning Press, Inc.	Approved Core Curriculum, Teacher Manuals &	
Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals &	1P7L-QCP
Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals &	1VV7-DC7
BookShark, LLC	Approved Core Curriculum, Teacher Manuals &	B10
BookShark, LLC	Approved Core Curriculum, Teacher Manuals &	B10
BookShark, LLC	Approved Core Curriculum, Teacher Manuals &	B10

Date	Vendor Name	Account Name
4/1/2022	All About Learning Press, Inc.	Approved Core Curriculum, Teacher Manuals &
4/1/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals &
4/1/2022	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals &
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4/1/2022	BookShark, LLC	Approved Core Curriculum, Teacher Manuals &
4/1/2022	Dino Lingo, Inc	Approved Core Curriculum, Teacher Manuals &
4/1/2022	Elemental Science, Inc.	Approved Core Curriculum, Teacher Manuals &
4/1/2022	Institute for Excellence in Writing	Approved Core Curriculum, Teacher Manuals &
4/1/2022	Ivy Kids LLC	Approved Core Curriculum, Teacher Manuals &
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CAR030422d	\$72.48
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3688783	\$57.59
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Warrant Register - Apr 1 - Apr 28, 2022

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Warrant Register - Apr 1 - Apr 28, 2022

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Carol Osborne Carol Osborne Christina Saenz Coastal Music Studios EM Sports LLC	Elena Lemmon Ellen Yang Ellen Yang Ellen Yang Erika Lupo	Erika Lupo JKW Innovations Jaimee Brant Jeffrey Johnson Lindsey Eidsvold Lindsey Eidsvold	Lindsey Eidsvold Melissa Cole Melissa J. Diwa Enterprises Neesha N. Rahim Noah Jerge Noah Rabe Music Rehekah Worth	Renea Ree Sarah Lowery Snapology of Solana Beach Socal STEM LLC Temecula Tutor LLC U.S. Music Lessons Blank Rome LLP	Hatch & Cesario, Attorneys-at-Law Hatch & Cesario, Attorneys-at-Law Life Storage McColgan & Associates, Inc.
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Amazon Capital Services, Inc. Amazon Capital Services, Inc. Amazon Capital Services, Inc. Amazon Capital Services, Inc. Cherylyn Pasetto Cherylyn Pasetto Chery	122	Amazon Capital Services, Inc.	Approved Core Curriculum, Teacher Manuals &	1FGX-WYFY-TL69	\$230.58
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Institute for Excellence in WritingApproved Core Curriculum, Teacher ManualsJamie SalgadoApproved Core Curriculum, Teacher ManualsJamie SalgadoApproved Core Curriculum, Teacher ManualsLearning A-Z, LLCApproved Core Curriculum, Teacher ManualsMEL Science U.S., LLCApproved Core Curriculum, Teacher Manuals	122	Institute for Excellence in Writing	Approved Core Curriculum, Teacher Manuals &	882404	\$326.29
Jamie Salgado Approved Core Curriculum, Teacher Manuals Jamie Salgado Approved Core Curriculum, Teacher Manuals Learning A-Z, LLC Approved Core Curriculum, Teacher Manuals MEL Science U.S., LLC Approved Core Curriculum, Teacher Manuals	122	Institute for Excellence in Writing	Approved Core Curriculum, Teacher Manuals &	882621	\$381.58
Jamie Salgado Approved Core Curriculum, Teacher Manuals Learning A-Z, LLC Approved Core Curriculum, Teacher Manuals MEL Science U.S., LLC Approved Core Curriculum, Teacher Manuals	122	Jamie Salgado	Approved Core Curriculum, Teacher Manuals &	SAL032522d	\$89.99
Learning A-Z, LLC Approved Core Curriculum, Teacher Manuals MEL Science U.S., LLC Approved Core Curriculum, Teacher Manuals	122	Jamie Salgado	Approved Core Curriculum, Teacher Manuals &	SAL032822	\$98.46
MEL Science U.S., LLC Approved Core Curriculum, Teacher Manuals	122	Learning A-Z, LLC	Approved Core Curriculum, Teacher Manuals &	5182362	\$114.00
	122	MEL Science U.S., LLC	Approved Core Curriculum, Teacher Manuals &	MG2022032503	\$151.12

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\$5.50 \$276.87 \$11.95 \$120.09 \$39.14	\$21.53 \$14.00 \$989.37 \$39.14 \$105.04	\$221.41 \$221.41 \$353.02 \$197.63 \$68.02 \$97.93	\$176.91 \$43.39 \$21.21 \$85.75 \$74.80	\$7.01 \$12.90 \$209.49 \$51.70 \$51.70 \$54.76 \$20.44	\$80.80 \$12.82 \$23.77 \$54.48 \$176.12 \$64.63 \$48.46
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Elite Academic Academy - Mountain Empire

\$117.56	\$144.50	\$6,135.05	\$216.43	\$908.44	\$3,676.63	\$50,000.00	\$50,000.00	\$4,642.60	\$5,000.00
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Staples Business Credit	Staples Business Credit	McColgan & Associates, Inc.	Mimeo.com, Inc	OPS	School Pathways Holdings, LLC	Prime Educational Solutions	Prime Educational Solutions	Prime Educational Solutions	FIS LOCKBOX OPERATIONS ATTN:P
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Partner Name	Description of Services	Link to EAA VCI 2021-2022 Applications
The Music Studio, San Ysidro	Music Lessons	The Music Studio. San Ysidro_EAA VCI 21-22 Application
Mini Musicians, LLC	Group piano and music theory classes for children	Mini Musicians, LLC_EAA VCI 21-22 Application
Mr. D Math, LLC	Live and self paced math classes, SAT/AG Prep, ASL 1, 2, & 3	Mr. D Math, LLC_EAA VCI 21-22 Application
Writing Tutor	Writing tutoring, Literature and SAT/ACT Prep	Writing Tutor_EAA VCI 21-22 Application
Speech and Language Development Center (SLDC)	Speech, Behavioral, Occupational, Physical therapy and Independent educational evaluations	Speech and Language Development Center_EAA VCI 21-22 Application
Jaclyn Hutchins	Tutoring for all grades, working in Canvas and StrongMind	Jackyn Hutchins EAA VCI 21-22 Application
Mary Resenbeck	Academic based musical enrichment classes	Mary Resenbeck EAA VCI 21-22 Application



Community Relations Lead Job Description

Job Title:	Community Relations Lead
Department:	Community Relations
Reports To:	Director of Community Relations (or designee)
FLSA Classification:	Non-Exempt
Classification:	Classified
Pay Range:	\$50,000 - \$60,000 annually
Location:	Onsite Office (Temecula)

Position Summary: The Community Relations Lead position assists the team in overseeing the clerical and technical duties related to Community Partner approvals, reimbursement processing, maintaining supplies, curriculum and equipment and ongoing and major projects. 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 catalogs 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.

Reimbursement Responsibilities:

- Monitors the overall process related to reimbursement.
- Monitor reimbursement ticketing system.
- Enter ticket information into a pre-approval form in DocuSign.
- Send pre-approval form to parent, teacher, and director for e-signatures for final approval.

- Enter ticket information into the reimbursement submission form.
- Send DocuSign reimbursement form to parent for e-signature, parent need to upload receipt (EMR ONLY).
- Send DocuSign reimbursement form to parent, enrichment provider, and reimbursement clerk for e-signatures, parent need to upload receipt (VCI ONLY).
- Prepare documents to be uploaded to Bill.com for payment.
- Invoice match purchase orders in Online Purchasing System (OPS).
- Add note in OPS for PO's indicating documents have been paid in Bill.com.
- Within 30 days of processing, verify that the reimbursement has been paid in Bill.com.
- Mark PO's in OPS as PAID once verification is completed.

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

Employee Acknowledgement:

Employee Signature

Printed Name

Date

Community Relations Lead Job Description Pending Board Approval



Coordinator of Schoolwide Systems and Supports

Job Description

Position Title:	Coordinator of Schoolwide Systems and Supports
Reports To:	Chief Academic Innovation Officer (or designee)
FLSA Status:	Exempt
School Classification:	Certificated Administration
Pay Range:	Based upon experience & student enrollment
Work Schedule:	12 months
Location:	Remote Office

Position Summary: This position will work with the Chief Academic Innovation Officer to ensure successful completion of major projects within the Elite organization. The Coordinator is to act as a bridge between the project team and the administrator developing the project. This position will ensure the project runs smoothly by assisting in the planning, monitoring and reporting through the use of various project management tools and strategies. This position will play an integral role in the development and implementation of all MTSS systems, procedures, and data reporting. The Coordinator of Schoolwide Systems and Supports will also 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.

Coordinator of Schoolwide Systems and Supports Job Description Pending Board Approval

- 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:

- Build/Maintain systems to implement and monitor MTSS programs and systems
 - 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.
 - Monitor student information system data for accuracy and data integrity.
 - Create complex queries to produce custom reports and disaggregate student data.
 - Ensure local and formal assessment and survey data in SIS and Monday.com is accurate for each student.
- Create systems to assist Academy and Department directors with strategic planning and project management.
 - Assist in the definition of project scope and objectives.
 - Assist in the development of a detailed project plan and system to monitor and track progress.
 - Create and maintain comprehensive project documentation, as needed.
 - Establish and maintain relationships with involved staff, providing updates on project status and changes.
 - Monitor and assign resources appropriately to streamline project efficiency and maximize deliverable outputs.
 - Measure performance using appropriate project management tools and techniques.
 - Gather and present school data through internal and external reports that include charts, graphs, and narrative information in an accessible, clear

Coordinator of Schoolwide Systems and Supports Job Description Pending Board Approval format.

• Other duties as assigned.

General Expectations:

- Support all Elite Academic Staff with project ideas and implementation.
- 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.

Use of Computer Technology:

To perform this job successfully, an individual should have general knowledge of project management tools, 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

Coordinator of Schoolwide Systems and Supports Job Description Pending Board Approval

- 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



Curriculum Coordinator

Job Description

Position Title: Reports To: FLSA Status: School Classification: Pay Range: Work Schedule:	Curriculum Coordinator Chief Academic Innovations Officer (or designee) Exempt Certificated Administration Based on experience and student enrollment 12 months
Work Schedule:	12 months
Location:	Onsite/Remote Office

Position Summary: To serve under the Governing Board, and the Chief Academic Innovations Officer, as Curriculum Coordinator. Provides direct curriculum and instructional support services to teachers including effective strategies and intervention. Responsible for providing instructional leadership across subject areas. Position objectives include studying, evaluating, and implementing research based curriculum that meets the needs of independent study students; improving the academic program by assisting with program evaluation; and assisting in the coordination of relevant staff development.

Qualifications:

- BA or BS required, advanced degree preferred.
- Professional Clear CA Credential (Multiple or Single Subject), Administrative credential preferred.
- 5 or more years of teaching experience with progressively increasing levels of responsibility in leadership/mentoring work experience in a non-education context will also be considered.
- Minimum of seven years teaching/administrative strongly preferred.
- Strong administrative/organizational/time-management skills required with a demonstrated capacity to multitask/prioritize, and work independently with limited direction.
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.
- Proof of a clear TB Tine test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.
- Valid California Driver License.

ESSENTIAL DUTIES and RESPONSIBILITIES

- Collaborate with the Chief Academic Innovations Officer, Chief Student Development Officer, and Academy Directors to develop and provide a guaranteed and viable curriculum to every Elite student.
 - In collaboration with the Chief Academic Innovation Officer and Chief Student Development Officer, create and support a clear vision and a common language and model of instructional practice.
 - Work with teachers and academy directors to establish a common understanding of what students should know and be able to do, regardless of the curriculum program used, and that these understandings align with state standards.
 - Develop a plan with Academy Directors to monitor and evaluate effectiveness of curriculum (both in-house and purchase) and make recommendations to Directors when non-effective curriculum is identified.
 - Develops and implements follow-up plans for curriculum revisions and new curriculum material adoptions.
 - Write curriculum, as needed, to meet student needs.
 - Partner with the Director of Assessment and Data and the Director of MTSS to analyze student performance data and find resources that best meet the academic needs of students.
 - Create monthly parent tips/strategies about curriculum and instructional support for newsletters, webinars and videos.
- Provide professional development to Content Teachers, Teachers of Record, and Instructional Aides that help them grow their pedagogical skills and instructional strategies.
 - Establishes goals and objectives for staff professional development programs that support a high level of instructional practice in classrooms.
 - Create differentiated professional development based on specific aspects of identified instructional practices.
 - Support and encourage teachers to take risks and set growth goals that will grow with their practice, and then coach them so that they can reach these goals.
 - Develop methods for teachers to track their individual progress to ensure the programs, practices, and professional development are having their desired effects.
 - Co-teach lessons to model best practices.

General Expectations:

- Encourage and support all Elite Academic Staff.
- Report to Chief Academic Innovations Officer or designee.
- Attend various meetings
- 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.

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



Director of Multi-Tiered Systems of Support (MTSS)

Job Description

Position Title:	Director of Multi-Tiered Systems of Support (MTSS)
Reports To:	Chief Academic Innovations Officer (or designee)
FLSA Status:	Exempt
School Classification:	Certificated Administration
Pay Range:	Based on experience and student enrollment
Work Schedule:	12 months
Location:	Onsite/Remote Office

Position Summary: To serve under the Governing Board, and the Chief Academic Innovations Officer, as Director of MTSS serving all Elite students. Responsible for collaborating closely with administrators, teachers, support staff, families, and students to establish and implement a tiered framework that uses data to meet the needs of each and every student through academics, behavior, and social-emotional learning (SEL) interventions. This position will provide guidance to ensure that research-based MTSS strategies, interventions, and systems are in place to support student achievement. This job includes the development and management of the Summer Growth Academy to support Elite K-8 students needing intervention or acceleration support during the summer. Also, support student growth by implementing literacy and math programs to instill the love of learning and life skills in our Elite youth throughout the entire year.

Qualifications:

- BA or BS required, advanced degree preferred.
- Professional Clear CA Credential (Multiple or Single Subject), Administrative credential preferred.
- 3 or more years of teaching experience with progressively increasing levels of responsibility in leadership/mentoring work experience in a non-education context will also be considered.
- Minimum of five years teaching/administrative strongly preferred.
- Strong administrative/organizational/time-management skills required with a demonstrated capacity to multitask/prioritize, and work independently with limited direction.
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.

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

ESSENTIAL DUTIES and RESPONSIBILITIES

- Oversee MTSS Re-Engagement and Academic Intervention Services
 - Based on needs assessment, oversee the development and implementation of Tier 1, 2, and 3 intervention protocols, problem-solving processes, data-based decision-making, progress monitoring, and communication and collaboration processes among the Student Support Team and Academies.
 - Training and ongoing coaching to school leadership teams and teachers on the MTSS framework.
 - Lead the planning, implementation and evaluation of new programs and/or the modification of existing programs to meet the unique learning needs of identified students, including the development of additional pathways for student learning.
 - Analyzing and utilizing student and teacher data to guide data-based decision making and enhance instruction and learning
 - Provide professional development to Teachers of Record and Content Teachers on Tier 1 strategies to support student learning.
- Schedule and facilitate SST meetings. Ensures students receive significant levels of support as a result of the SST process.
- Develop an engaging Summer Growth Academy that provides both acceleration and intervention support to K-8 Elite students.
- Provide leadership on how to promote high levels of instructional and academic support to students and families.
 - In coordination with the Director of Assessment and Accountability, carry out a program of community outreach and parent support as a means of communicating and strengthening the school program.
 - Conduct parent outreach for families identified as needing reengagement, and support them in developing a plan that will keep the student engaged in academic coursework
 - Partner with community organizations, government agencies, out-of-school programs, and families to ensure availability of resources
- Ensures adherence to federal and state laws, reporting requirements, and maintenance of school plans.

General Expectations:

- Encourage and support all Elite Academic Staff.
- Attend various meetings:
 - Actively participate in Directors and Leadership meetings to ensure student support and success stay a high priority.
 - Attend meetings with cabinet members, as requested.
 - Attend board meetings, and prepare monthly MTSS updates.
- 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.

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



Director of Assessment and Accountability

Job Description

Position Title:	Director of Assessment and Accountability
Reports To:	Chief Academic Innovations Officer (or designee)
FLSA Status:	Exempt
School Classification:	Certificated Administration
Pay Range:	Based upon experience & student enrollment
Work Schedule:	12 months
Location:	Remote Office

Position Summary: This position will align department goals and work with Elite's vision and strategic plan. Additionally, oversees Elite's assessment program, which implements the monitoring system for student achievement, program data, and demographic data, as well as establishes procedures and protocols for, and ensures, all Elite Academic Academy students are prepared for (and take), any and all state and locally required assessments. This position is also responsible for the implementation and coordination of parent education programs; English Language program implementation and oversight; MTSS tutoring program management; and working with Academy Directors to use student data to inform their practices. Reporting to the Chief Academic Innovations Officer, or designee, this individual will be a strong relationship builder who will leverage deep knowledge of the education sector to dramatically support all team members in annually increasing the academic success of all Elite students. S/he 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:

- Oversight and management of all state and local assessments
 - Develop and implement testing strategies and support to ensure all students are ready to perform their best on all state-mandated and local assessments.
 - Work with administrative staff to ensure compliance with all state-mandated and local assessments.
 - Attend all CDE and county meetings on assessment to ensure up-to-date processes are in place.
 - Support Directors in ensuring that at least 95% of students participate in all state-mandated and local assessments.
 - Secure local locations for students to take assessments, as needed.
 - Work with leads and support staff to ensure CAASPP, CAST, EAP, ELPAC, and Physical Fitness tests are conducted appropriately.
 - Plan and train staff on state assessment data and accountability systems as well as develop a report to share results of annual assessments to the school board and all advisory groups.
- Implement a 12-Month Assessment Plan
 - Create a calendar of all state and local assessment windows that aligns with Learning Periods and report cards. Include resources needed to implement the plan.
 - Develop monthly parent messages about data and assessment for newsletters, webinars and videos.
 - Work with leadership to provide test taking support for each Academy.
 - Ensure on-going and systemic support for assessment.

Director of Assessment and Accountability Job Description Pending Board Approval

- Collaborate with the Student Support Services Department to ensure students performing under grade level receive needed support.
- Ensure all local and formal assessment data is in the SIS for each student.
- Lead data conversations with Academy Directors
 - Disaggregate data and create reports; and provide evaluative findings (including student achievement data) for the review of curriculum and instruction program effectiveness.
 - Assist Directors in identifying missing data points to help determine program effectiveness
 - Meet regularly with Academy Directors and Student Support Team to establish future goals based on data and identify specific training needs for staff.
 - Research best practices to support Academy Directors with their identified goals.
- Oversee the Tutor Platform
 - Develops instructional intervention programs in collaboration with Student Support Team and Academy Directors.
 - Determine participants based on state and local assessment data, and monitor progress of participants throughout the program.
 - Provide needed professional development to tutors to ensure a successful intervention program.
 - Onboard new tutors, both Elite staff and community partners, to ensure the platform is used effectively.
 - Monitor multiple data sources throughout the year that determine student academic progress and lead data discussions to inform Directors of progress.
- Develop and Monitor the Onboarding Process for all new Elite students
 - Improve opportunities for students and their families to gain access to support services by helping them understand and navigate the various programs and processes of Elite.
- Supervise the English Learner program
 - Monitor English Learner student progress utilizing student assessment data and classroom progress reports. Provides student re-designation status when appropriate.
 - Assist districts in the selection of appropriate ELD and supplementary EL materials and provide professional learning as appropriate.
 - Direct English Learner Advisory Committee goals and outcomes, as needed.
 - Collaborate with classroom teachers on effective ways to increase student achievement for English Learners.

General Expectations:

- Encourage, create and support all Elite Academic Staff.
- Report to Chief Academic Innovations Officer or designee.
- Attend various meetings:
 - Actively participate in Directors and Leadership meetings to ensure student academic progress and assessment remains a high priority.

Director of Assessment and Accountability Job Description Pending Board Approval

- Attend meetings with cabinet members, as requested.
- Attend board meetings, and prepare monthly assessment updates.
- 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.

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

Director of Assessment and Accountability Job Description Pending Board Approval

Employee Acknowledgement:

Employee Signature

Printed Name

Date



MTSS Instructional Aide

Job Description

Position Title:	MTSS Instructional Aide
Reports To:	Director of Assessment and Accountability, and/or designee
FLSA Status:	Non-Exempt
School Classification:	Classified
Pay Range:	Based on experience
Work Schedule:	Varies
Location:	Remote/On-site Office

Position Summary: Under the direction of the Director of Assessment and Accountability, this position will collaborate with staff in implementing a tiered intervention model that includes assessment, targeted instruction, progress monitoring, and evaluation of intervention programs with the goal of increasing student achievement.

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

- Support the Student Support Department by ensuring MTSS processes, protocols, and plans are implemented to meet the needs of students.
- Utilize best practice instructional strategies and research-based interventions and curriculum materials to meet the learning needs of identified MTSS students.
- Share resources such as research-based instructional strategies and interventions with the MTSS Instructional Aide team to improve student achievement.
- Participate in student support team meetings and SSTs, as needed, to advise on the progress of identified students and to design intervention plans aligned to student needs.
- Schedule group tutoring sessions and provide a summary of each session in the Tutor Platform.
- Attend professional development opportunities that promote improved instructional strategies and support researched-based resource material needed to implement the intervention program successfully and support/maintain professional growth.
- Keep in confidence all personal, student or personnel records and information.

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

Date

MTSS Instructional Aide Job Description Pending Board Approval



Position Title:	Independent Study School Social Worker (TK-12)
Reports to:	Chief Academic Innovations Officer or Designee
Classification:	Certificated
Pay Range:	\$60,000-\$70,000
Work Schedule:	12 months
Location:	Remote office and travel to all counties served

Position Summary: An Elite Academic Academy (EAA) Social Worker assists in addressing the psychological and social well-being of EAA students. Responsibilities include mental health counseling for students, crisis response, resource connection for families, leading SEL classes and/or small groups, and being a part of the Student Support Services team. This position is for an independent study, virtual charter school. The majority of services provided will be virtual, but some travel may be required.

Qualifications:

- Master's degree in Social Work or Psychology and a registered intern number with the California Board of Behavioral Sciences.
- Pupil Personnel Services Credential (PPSC) preferred in school social work, child welfare and/or attendance.
- Bilingual preferred but not required
- 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.

ESSENTIAL DUTIES and RESPONSIBILITIES

- Work in collaboration with the Student Support Team to provide a cohesive multi-tiered level of support for students.
 - Identify and provide professional development on strategies that will increase student success for students with personal and psychological issues that affect their performance, behavior, and socialization in school.
 - Create and facilitate SEL classes and/or small groups for identified Elite students.
 - Creating and facilitating group intervention sessions for students.
- Provide mental health counseling for students with personal and psychological issues that affect their performance, behavior, and socialization in school.
- Support the Special Education Department by providing and documenting required clinical counseling sessions, as needed
- Provide crisis response to Elite students and families in need, often over the phone or through virtual conference tools.
- Provide resources to families within their counties throughout Southern California.
- Develop and facilitate professional development workshops for Elite staff.
- Oversee Suicide Prevention program
 - Provide staff and student psychoeducation on suicide prevention from current best practices
 - Complete Suicide Risk Assessments, when needed
- Ensure appropriate services are provided to students who qualify under the McKinney-Vento Homeless Assistance Act and/or CA Department of Ed's Foster Youth Rights

General Expectations

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

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.

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



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:	Remote/On-site Office

Position Summary: The Instructional Aide supports the staff by completing various duties outlined in this job description to support learning, planning, and functioning of Elite Academic Academy.

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:

- 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.
- Assist with gathering documentation needed for compliance.
- Assist with tutoring.
- Assist with proctoring student assessments.

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

Date



Temporary Admissions Clerk Job Description

Position Title: Reports To: FLSA Status: School Classification: Pay Range:	Temporary Admissions Clerk Operations & Compliance Coordinator Non-Exempt Classified \$20-25 per hour, or salary equivalent (depending on experience)
Work Schedule:	Temporary; Part-Time (approximately 4 - 6 hours per day; approximately 4-5 months). Onsite - Temecula, CA
Location	onoite Temecula, ori

Position Summary:

The Admissions Clerk supports the Onboarding Specialist in taking phone calls and answering general questions about the school and the program. The Admissions Clerk 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 Admissions Clerk works to ensure student applications are complete and required attachments are submitted. The Admissions Clerk works to keep the SIS updated with all student information, and supports the operations of student enrollment.

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.

- High school diploma and clerical experience. Experience in the independent study educational model preferred. Bilingual skills preferred.
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.

Temporary Admissions Clerk Job Description Pending Board Approval • Proof of a clear TB Tine test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.

ESSENTIAL 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.
- Input and maintain all student data into the student information system (SIS); including demographics, EL status, homeless status, etc.
- Matches student start date with placement on the teacher's roster.
- Assist with immunization collection and recording.
- Assist with Cumulative Records.
- Assist with student file organization.
- Assists with collection and maintenance of HDC forms.
- Assists with collection and recording of re-enrollment forms.
- Assist with internal compliance auditing.
- Supports the Operations Department as needed.

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

Temporary Admissions Clerk Job Description Pending Board Approval

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

Temporary Admissions Clerk Job Description Pending Board Approval



Speech Language Pathology Assistant (SLPA)

Job Description

Position Title:	Speech Language Pathology Assistant
Reports To:	Speech Language Pathologist, SPED Coordinator, or designee
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Starting at \$50,000 annually, depending on experience
Work Schedule:	12 months
Location:	Onsite/Remote Office

Position Summary: The Certified Speech-Pathology Assistant (CSPA), under the supervision of a Speech and Language Specialist, will provide speech and language therapy services.

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

- A valid, current, Certification by the Speech-Language Pathology and Audiology Board.
- Experience with screening and assisting with evaluation for language, voice, fluency, articulation, and hearing impairment disorders.
- Prefer experience in providing speech and language therapy.
- Prefer experience in a school setting.
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.
- Proof of a clear TB Tine test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.
- Knowledge of Federal and State special education laws, timelines, and mandates.
- Valid California Driver's License and insurance.

ESSENTIAL DUTIES and RESPONSIBILITIES:

The scope of responsibility, duties, and functions of speech-language pathology assistants, shall include, but not be limited to, the following:

- Conducting speech-language screening, without interpretation.
- Providing direct treatment assistance to student's under the supervision of a speech language specialist.
- Following and implementing documented treatment plans or protocols developed by a supervising speech-language specialist.
- Documenting student progress toward meeting established goals and objectives, and reporting the information to a supervising speech-language specialist.
- Assisting a speech-language specialist during assessments, including, but not limited to, assisting with formal documentation, conducting evaluations, preparing materials, and performing clerical duties.
- When competent to do so, as determined by the supervising speech-language specialist, acting as an interpreter for non-English-speaking students and their family members.
- Scheduling activities and preparing charts, records, graphs, and data.
- Performing checks and maintenance of equipment, including, but not limited to, augmentative communication devices and hearing aids.
- Assisting with speech-language pathology research projects, in-service training, and family or community education.
- Participate as part of the collaborative IEP team when determined appropriate by the speech-language specialist.

KNOWLEDGE AND ABILITIES:

The knowledge and abilities of speech-language pathology assistants, shall include, but not be limited to, the following:

- Distinguish between normal and delayed speech development and correct and incorrect responses during communication activities.
- Have a functional knowledge of up-to-date therapy methodologies in speech and language.
- Work with designated student populations (autistic, preschool, K-12, etc.).
- Work with the disabled population.
- Work cooperatively with other staff to implement and support communication activities across different settings.
- Implement specific activities to remediate speech and language skills under supervision of Speech and Language Specialist.
- Facilitate behavior management in children.

• Manage required documentation.

Other Duties

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

Experience:

Minimum of two years or more experience in speech and language practice within a public school setting, including practice in assessment and therapy skills appropriate for the needs of a varied student population

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

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

Employee Acknowledgement:

Employee Signature

Printed Name

Date



Lead Teacher Stipend - Job Description

Lead Teacher
Certificated Teaching
Program Director (or Designee)
Exempt
\$10,000-\$20,000 annually depending on experience
Certificated
12 month Calendar

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

General Duties:

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

1. Professional Development:

- Training Induction Teachers, other Lead Teachers, and Mentor Teachers.
- Observing and providing peer assistance for colleagues in the area of compliance.
- Coaching teachers in effective independent study instructional and organizational strategies.
- Using data to adjust practice and supports for Academies and teachers.
- Planning/Leading team meetings to ensure communication with colleagues.
- Assisting in the coordination of all school based professional development opportunities linked

Lead Teacher Stipend Job Description Pending Board Approval to individual professional development plans and job competencies.

- Assisting in the coordination of the program for Induction teachers by communicating with the Human Resources Department and Induction Coordinator.
- Creating documents and training materials for students and teachers to prepare for Virtual Education.

2. Curriculum:

- Collaborating with content teachers and TORs to plan and manage the development of standards-based curriculum, instruction, assessment plans, and strategies.
- Ensuring that all curriculum is used effectively as a resource to meet curriculum goals.
- Serving as a liaison between the academy and the Student Support Services, Academic Innovation and Student Development Departments.
- Assisting with identifying and procuring resources staff need to support curriculum and instruction.
- Assisting in the adoption of curriculum resources to support student learning.
- Overseeing the textbook ordering and inventory for the Academy.

3. Leadership:

- Working with the administration team to develop, implement, and evaluate the school's Local Control Accountability Plan in alignment with Elite's mission and vision.
- Conducting synchronous and live observations to help inform decisions and develop support plans.
- Writing grants to aid in meeting the goals of the Continuous Improvement Plan.
- Assisting in the coordination and implementation of state and local testing.
- Have an understanding of fiscal/financial health of the program and work with direct supervisors to ensure systems are in place to ensure fiscal solvency.
- Working and mentoring teachers with students who underperform and creating actions plans for success.
- Working with Student Success team to ensure student success.
- Mentor teachers who are underperforming and provide support for teachers.
- Complete compliance checks throughout the school year and support teachers in fixing compliance errors and issues.

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

Employee Acknowledgement:

Employee Signature

Printed Name

Date



Large Academy Stipend - Job Description

Position Title:	Large Academy Stipend
Department:	Certificated Teaching
Reports To:	CEO (or Designee)
FLSA Classification:	Exempt
Stipend:	\$10,000 annually
Classification:	Certificated
School Calendar Days:	12 month Calendar

Job Description: This is not a stand-alone job description, but a rider to our Director job descriptions. This payscale supersedes the Director position. The Director of this academy must maintain a program which includes 600 or more students for the rider stipend. This supports the additional workload needed to maintain a larger academy.

Employee Acknowledgement:

Employee Signature

Printed Name

Date

Large Academy Stipend Job Description Pending Board Approval



Special Education Program Specialist Stipend

Job Description

Position Title:	Special Education Program Specialist Stipend
Reports To:	SPED Director/Consultant, SPED Coordinator, or designee
FLSA Status:	Exempt
School Classification:	Certificated
Stipend:	\$10,000 - \$20,000/year depending on experience
Work Schedule:	12 months
Location:	Remote Office

Position Summary:

This is not a stand-alone job description, but a rider to our Special Education teaching coordinator job descriptions. This payscale is in addition to the teaching position. Provides overall program and technical assistance; provides and coordinates staff development in one or more areas of expertise.

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Observes, consults with, and assists Education Specialists, and designated instruction and services instructors.
- Plans programs, coordinates curricular resources, and assists in evaluating the effectiveness of programs for individuals with exceptional needs.
- Provides coordination, consultation and program development in his/her area(s) of expertise.
- Assists in planning and implementation, and participates in staff development, program development, and innovation of special methods and approaches of staff development activities at school, charter administration and SELPA levels.
- Participates as a member of IEP team, as appropriate.
- Assists special education personnel in implementing and coordinating the services in the IEP.
- Responsible for monitoring curriculum, materials, and methodology in his/her area(s) of expertise.
- Serves as a resource in the identification, selection, and use of instructional materials.
- Assists in the articulation of special education programs between TK-12 grades.

- Maintains knowledge of current laws and regulations pertaining to fair hearing materials.
- Attends meetings, conferences, and professional development training.
- Performs other duties as assigned.
- Maintains communication with teachers and administrators regarding student progress and support.
- Working with SAI providers to mentor and provide Professional Development opportunities to ensure a partnership is developed between SPED SAI providers and teachers of record/content teachers to ensure student success and implementation of accomidations/modifications.
- Maintain weekly check-in with student progress with their content/teacher of records and also maintain a weekly presence in Canvas, if applicable, to ensure student progress and support in online courses.

Employee Acknowledgement:

Employee Signature

Printed Name

Date



MTSS Stipend - Job Description

Position Title:	MTSS Stipend
Department:	Certificated Teaching
Reports To:	Program Director (or Designee)
FLSA Classification:	Exempt
Stipend:	\$5,000 to 25,000 annually depending on experience
Classification:	Certificated
School Calendar Days:	186-225 Day Calendar

Job Description: This is not a stand-alone job description, but a rider to our teaching and/or various exceptional education job descriptions. This payscale supersedes the teaching, or other certificated, position. This position will provide direct intervention and progress monitoring for students who need academic and/or engagement support. Activities may include coordinating intervention programs for identified students, identifying curriculum and instructional support for Content Teachers and Teachers of Record, including effective intervention strategies, and implementing specialized services to meet the needs of each and every student. In addition, this position will assist in developing a systematic school-wide approach to MTSS.

General Duties:

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

- Provide MTSS support to, or as, the Teacher of Record for identified students.
- Provide students with direct intervention support services through weekly synchronous lessons.
- Use data, such as progress reports, assignment feedback, and school assessments, to determine and provide the skills development needed for a student to become academically proficient.
- Provide data for SST and 504 meetings and communicate with parents, teachers, staff regarding progress or further interventions needed.

MTSS Stipend Job Description Pending Board Approval

- Participate in Student Support Team meetings to assist in coordination of intervention services for all students receiving MTSS support.
- Identify and promote opportunities/additional potential resources that would improve students' academic outcomes.
- Monitor the progress of the entire caseload, maintain records, complete compliance requirements, and communicate with parents and content teachers.
- Coordinate and facilitate the implementation of academic and social-emotional interventions for students in need of support towards meeting course standards.

Desired Qualifications:

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

Employee Acknowledgement:

Employee Signature

Printed Name

Date

MTSS Stipend Job Description Pending Board Approval



School Psychologist

Job Description

Position Title:	School Psychologist
Reports To:	SPED Director/Consultant, SPED Coordinator, or designee
FLSA Status:	Exempt
School Classification:	Certificated Administration
Pay Range:	\$100,000 - \$150,000 Based upon experience
Work Schedule:	12 months
Location:	Remote Office

Position Summary: The School Psychologist is a credentialed professional whose primary objective is the application of scientific principles of learning and behavior to address students' school-related challenges, and to facilitate the learning and social-emotional development of students. The School Psychologist is expected to deliver quality psychoeducational services that facilitate successful learning experiences for all students in accordance with the National Association of School Psychologists (NASP) professional standards and the educational philosophy and objectives of the charter school.

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

- Current California license to practice psychology.
- Valid pupil personnel services credential (k-12) with special authorization in school psychology.
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.
- Proof of a clear TB Tine test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years.
- Valid California Driver's License.

ESSENTIAL DUTIES and RESPONSIBILITIES:

Psychoeducational Services

- Data-based decision making, program evaluation and accountability:
 - Use data to make empirically-based decisions, problem-solve, develop interventions, measure progress and evaluate the outcomes of programs and services.
 - Administer and interpret psychoeducational assessments (including current assessment instruments for autism and dyslexia) of students for special education eligibility and placement, educational recommendations, reevaluation, and educational needs.
 - Conduct and present legally defensible special education evaluations.
 - Complete comprehensive psychoeducational assessments.
 - Observe students in the instructional setting and in other school environments.
 - Develop targeted behavior and academic intervention plans.
 - Compile monthly accountability data.

• Consultation and Collaboration:

- Collaborate effectively with teachers, specialists, administrators, parents, and outside service providers to develop targeted strategies and interventions for students.
- Consult with teachers in the development and implementation of instructional methods and procedures designed to facilitate student learning and to decrease learning and behavioral challenges.
- Consult with school administrators concerning appropriate learning objectives for students and the subsequent planning of interventions for students in general and special education programs.
- Review and discuss student progress and needs.
- Make appropriate referrals to community resources/services.
- Collaborate with other support staff to provide comprehensive services for all students.
- As appropriate and as assigned by administrator serve in a leadership role in the special education department, to provide guidance in implementation of special education procedures, guidelines, and compliance.
- Effective Instruction and Development of Cognitive/Academic Skills, Socialization, and Life Skills:
 - Serve as a member of IEP/SST teams to recommend, develop, and evaluate appropriate goals and interventions that meet individual student needs.
 - Integrate multiple sources of information including student academic history to develop interventions.
 - Collaborate with teachers and other special education service providers to evaluate student progress towards goals and need for modifications in students' IEPs.

• Student Diversity in Development and Learning:

- Demonstrate sensitivity and skills needed to work with diverse individuals and to implement strategies based on individual characteristics, strengths, and needs.
- Apply knowledge of individual differences, abilities, and disabilities and the potential influence of biological, social, cultural, ethnic, experiential, socioeconomic, gender-related, and linguistic factors in development and learning.
- Evaluate students integrating multiple sources of data and address information related to possible influence of cultural, ethnic, socioeconomic, and experiential factors.

• Home/School/Community Collaboration:

- Work effectively with families, educators, outside service providers and services in the community to promote and provide comprehensive services to children and families.
- Collaborate and consult with parents to promote student's academic, social, and behavioral success at home and school.
- Coordinate community mental health services.
- Have a variety of resources available to make appropriate community referrals.
- Evaluate students integrating multiple sources of data and address information related to possible influence of cultural, ethnic, socioeconomic, and experiential factors.
- Consult with educators regarding students' individual differences and needs.
- Conduct individual and group conferences/trainings with students, parents, and staff members to foster academic growth, emotional health, and or professional competence as needed.

• Prevention, Crisis Intervention, and Mental Health:

- Provide and contribute to prevention and intervention programs that promote the mental health and physical well-being of students.
- Respond to students who are in crisis or immediate need of support.
- Apply safe and positive physical intervention response techniques in situations where a student is at risk of harming self or others, only as a last resort and preferably in a team approach (must be formally trained in appropriate physical interventions, and training must be current).
- Engage students in conflict resolution and problem solving.
- Provide counseling services to students who have designated instructional services on their IEP.
- Provide counseling services to at-risk, self-referred, and parentally referred general education students as appropriate.
- Conduct Suicide Risk Assessments and Threat Assessments.
- Provide crisis intervention services for students, parents, and teachers.

- Make referrals to and consult with appropriate individuals and agencies in the community needed to perform services beyond the scope of the school setting.
- Facilitate students' abilities to identify and apply solutions to their problems.

Information Technology

- Access, evaluate, and use information sources and technology.
- Attend training opportunities and maximize use of SEIS, email system, SIS and additional technology resources as they become available.

Professional Development

- Participate in relevant professional development and/or activities that support the schools'/programs' mission statements and career professional development:
 - Remain current with the California Education Code as it applies to compliance in all areas.
 - Provide direct supervision of interns and practicum students in school psychology.
 - Seek new information that is appropriate based on referrals.
 - Attend staff monthly meetings.
 - Attend school/program staff meetings and professional development opportunities.
 - Attend SELPA sponsored professional development activities.

School, Systems Organization and Policy Development

- Participate in school/program and SELPA procedural development and policy development:
 - Prepare monthly accountability records.
 - Attend and meaningfully contribute to school/program meetings.
 - Attend staff monthly meetings.
 - Support or participate in afterschool activities for the benefit of student success as appropriate.
 - Maintain knowledge of school/program, SELPA, and California Education Code. policies and regulations to communicate accurate information to students, parents, teachers, and administrators.
 - Maintain knowledge of general education and special education programs and interventions available at each school/program.

Other Duties

• Document and report to the school's management all formal disciplinary actions involving students and staff; addressing and resolving complaints from students, parents, and staff in a timely manner; ensuring compliance with the school's Uniform Complaint Policy; the school's

Uniform Technology Policy; and the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).

• Perform other duties as assigned.

Use of Computer Technology:

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

Physical Demands:

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

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

Work Environment:

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

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

HAZARDS:

Contact with dissatisfied individuals.

Employee Acknowledgement:

Employee Signature

Printed Name

Date



A Tuition-Free Charter School

Certificated Employee Annual Review

Employee Name:
Job Title:
Department:
Manager Name:
Review Date:
Review Period:
Length of Service:
Time in Role:
Location:

Welcome to your Performance Review. Please take your time to answer all the questions completely and honestly.

Essential # 1 – Families and Community Partner with Families and Communities to Improve Student Learning (Required)

Key Essential Take Away(s): Teachers call, write, email, text, video conference and/or meet in person with students' families regularly to share progress and suggestions about helping students learn.

High Reliability Indicators:

High Reliability School (HRS) 1.2: Students, Parents and community perceive the school environment as safe and orderly

High Reliability School (HRS) 1.6: Students, parents and community have formal ways to provide input regarding the optimal functioning of the school.

Employee Response:

Please identify your efforts and accomplishments this past year that align with the key essential take away and the HRS indicators:

Essential #2 – Professional Development -Ensuring Quality Professional Development to Improve Student Learning (Required)

Key Essential Take Away(s): Teachers know how to monitor student progress, problem-solve if students are not learning, and provide appropriate interventions to facilitate learning and advancements if they have exceeded standards

High Reliability Indicators:

High Reliability School (HRS) 2.2: Support is provided to teachers to continually enhance their pedagogical strengths and weaknesses that are based on multiple sources of data and are consistent with student achievement data

Employee Response:

Please identify your efforts and accomplishments this year and how they align to the key essential take away and the HRS indicators:

Manager Comments Following Verbal Evaluation:

Essential #3 - Aligning Resources - Focus resources to support instruction improvement and improved student learning

(Required)

Key Essential Take Away(s):Teachers collaborate with colleagues and administrators to advocate and create individual learning plans for each student.

High Reliability Indicators:

High Reliability School (HRS) 1.4 Teacher teams and collaborative groups regularly interact to address common issues regarding curriculum, assessment, instruction and achievement of all students.

Employee Response:

Please identify your efforts and accomplishments in regard to the key essential take away and the HRS indicators:

Manager Comments Following Verbal Evaluation:

Essential #4 – Responsive Instruction-Use effective instructional practices and create a collaborative charter school climate to improve student learning.

(Required)

Key Essential Take Away(s): Teachers give prompt and specific feedback to students on their body of school work, based on standards and assessment results.

High Reliability Indicators:

High Reliability School (HRS) 3.5: Data are analyzed, interpreted and used to regularly monitor progress towards achievement goals

High Reliability School (HRS) 3.6: Appropriate school and academy level programs and practices are in place to help students meet individual achievement goals when data indicated interventions are needed.

Employee Response:

Please identify your efforts and accomplishments this past year that align with the key essential take away and the HRS indicators:

Please identify areas of support EAA can provide in these area(s):

Manager Comments Following Verbal Evaluation:

Essential #5 – Shared Leadership - Shared leadership to sustain instructional improvement

(Required)

Key Essential Take Away(s): Teachers describe their colleagues and charter school leaders as resources for helping them improve instruction and meet their goals. Teachers teach each other, and some teach courses for colleagues.

High Reliability Indicators:

High Reliability School (HRS) 1.7: The success of the whole school, as well as individuals within the school, is appropriately acknowledged.

High Reliability School (HRS) 2.6: Teachers have opportunities to observe and discuss effective non-classroom based teaching.

Emp	<u>loyee</u>	Response:
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Please identify your efforts and accomplishments this past year that align with the key essential take away and the HRS indicators:

Please identify areas of support EAA can provide in these area(s):

Manager Comments Following Verbal Evaluation:

Essential #6 – Student Work and Data Examine student work to drive instruction and professional development (Required)

Key Essential Take Away(s) :Teachers keep track of each students' learning, and share progress with them regularly to set new learning goals. Teachers use interim screening and formative assessments to monitor student progress and inform instruction.Teachers intervene immediately if a student is not progressing as expected academically, linguistically or socially.

High Reliability Indicators:

High Reliability School (HRS) 4.1: Clear and measurable goals are established and are focused on critical needs regarding improving achievement of individual students within the school.

Employee Response:

Please identify your efforts and accomplishments this past year that align with the key essential take away and the HRS indicators:

Manager Comments Following Verbal Evaluation:

GOALS
(Required)
Please review your goal(s) for the current 21.22 school year, based on your previous evaluation (copy provided), and provide an update below regarding your progress pertaining to the goals you set for this year
2021.22 Employee Goals:
Progress pertaining to goal(s):
Now place list goals for the upcoming 22.22 school year as determined by you, the employee
Now, please list goals for the upcoming 22.23 school year as determined by you, the employee.
Specific Goal #1 –
Why is this goal relevant?
Can you reasonably accomplish this goal?
How is it measurable?
Target Date to meet this goal?

Specific Goal #2 –

Why is this goal relevant? Can you reasonably accomplish this goal? How is is measurable? Target Date to meet this goal?





Administrative Employee Annual Review

Employee Name:

Job Title:

Department:

Manager Name:

Review Date:

Review Period:

Length of Service:

Time in Role:

Location:

Welcome to your Performance Review. Please take your time to answer all the questions completely and honestly.

Essential # 1 – Families and Community Partner with Families and Communities to Improve Student Learning (Required) Key Essential Take Away: Holds staff accountable for strong and measurable communication and outreach to school and families. **High Reliability Indicators:** High Reliability School (HRS) 1.2: Students, parents, and the community perceive the school environment as safe and orderly. High Reliability School (HRS) 1.6: Students, parents, and the community have formal ways to provide input regarding the optimal functioning of the school. **Employee Response:** Please identify your efforts and accomplishments this past year that align with the key essential take away and the HRS indicators: Please identify areas of support EAA can provide in these area(s):

Essential #2 – Professional Development -Ensuring Quality Professional Development to Improve Student Learning (Required)

Key Essential Take Away: Leadership is responsible for ensuring that professional development has coherence, is aligned with the Theory of Action Six Essentials, supports the improvement of practice, and enhances the sustainability of each Academy and whole-charter improvement.

High Reliability Indicators:

High Reliability School (HRS) 2.2: Support is provided to teachers to continually enhance their pedagogical skills through reflection and professional growth plans.

High Reliability School (HRS) 2.4: Teachers are provided with clear, ongoing evaluations of their pedagogical strengths and weaknesses that are based on multiple sources of data and are consistent with student achievement data.

High Reliability School (HRS) 2.5: Teachers are provided with job-embedded professional development that is directly related to their instructional growth goals.

Employee Response:

Please identify your efforts and accomplishments this year and how they align to the key essential take away and the HRS indicators:

Manager Comments Following Verbal Evaluation:

Essential #3 - Aligning Resources - Focus resources to support instruction improvement and improved student learning

(Required)

Key Essential Take Away : Program staff use student learning goals to decide whether to start, continue, or discontinue any initiative.

High Reliability Indicators:

High Reliability School (HRS) 3.6: Appropriate school- and classroom level programs and practices are in place to help students meet individual achievement goals when data indicate interventions are needed. **High Reliability School (HRS) 5.2:** The school schedule is designed to accommodate students moving at a pace appropriate to their situation and needs.

Employee Response:

Please identify your efforts and accomplishments in regard to the key essential take away and the HRS indicators:

Manager Comments Following Verbal Evaluation:

Essential #4 – Responsive Instruction-Use effective instructional practices and create a collaborative charter school climate to improve student learning.

(Required)

Key Essential Take Away: Every teacher is able to explain what his/her students are learning and why, and describe how his/her learning plan will allow students to gain proficiency in core academic subjects.

High Reliability Indicators:

High Reliability Schools (HRS) 3.1: The school curriculum and accompanying assessments adhere to state and district standards.

High Reliability Schools (HRS) 4.1: Clear and measurable goals are established and are focused on critical needs regarding improving achievement of individual students within the school.

High Reliability Schools (HRS) 5.2: The school schedule is designed to accommodate students moving at a pace appropriate to their situation and needs.

Employee Response:

Please identify your efforts and accomplishments in regard to the key essential take away and the HRS indicators:

Please identify areas of support EAA can provide in these area(s):

Manager Comments Following Verbal Evaluation:

Essential #5 – Shared Leadership - Shared leadership to sustain instructional improvement

(Required)

Key Essential Take Away: Utilizes concrete strategies to develop and share leadership with teachers and other staff. Works with teachers and students and makes it a safe place for both groups to increase their voices.

High Reliability Indicators:

High Reliability Schools (HRS) 1.5: Teachers and staff have formal ways to provide input regarding the optimal functioning of the school.

High Reliability Schools (HRS) 1.6: Students, parents, and the community have formal ways to provide input regarding the optimal functioning of the school.

Employee Response:

Please identify your efforts and accomplishments in regard to the key essential take away and the HRS indicators:

Please identify areas of support EAA can provide in these area(s):

Manager Comments Following Verbal Evaluation

Essential #6 – Student Work and Data

Examine student work to drive instruction and professional development (Required)

Key Essential Take Away: School staff use the PLC process to analyze and use data (CAASPP, PFT, ELPAC, and I-Ready results, student work, formative assessments, informal assessments) to:

- \circ monitor each student's progress toward proficiency and to appropriately place students;
- plan instruction;
- intervene immediately to accelerate learning for all underperforming students (including gifted);
- o problem-solve to make decisions about interventions and student placement;
- check alignment among standards, curriculum, instruction, and assessments;
- plan and evaluate professional learning;
- hold themselves accountable for students' achieving proficiency and for closing the achievemen gap;
- inform students and parents of academic progress.

High Reliability Indicators:

High Reliability Schools (HRS) 3.5: Data are analyzed, interpreted, and used to regularly monitor progress toward **school** achievement goals.

High Reliability Schools (HRS) 4.2: Data are analyzed, interpreted, and used to regularly monitor progress toward **student** achievement goals.

Employee Response:

Please identify your efforts and accomplishments in regard to the key essential take away and the HRS indicators:

Please identify areas of support EAA can provide in these area(s):

Manager Comments Following Verbal Evaluation:

GOALS

(Required)

Please review your goal(s) for the current 21.22 school year, based on your previous evaluation (copy provided), and provide an update below regarding your progress pertaining to these specific goals.

Previous Goal(s):

Progress pertaining to goal(s):

Now, please list goals for the upcoming 22.23 school year as determined by you, the employee.

Specific Goal #1 –

Why is this goal relevant? Can you reasonably accomplish this goal? How is it measurable? Target Date to meet this goal?

Specific Goal #2 –

Why is this goal relevant? Can you reasonably accomplish this goal? How is it measurable? Target Date to meet this goal?





Classified Employee Annual Review

Employee Name:
Job Title:
Department:
Manager Name:
Review Date:
Review Period:
Length of Service:
Time in Role:
Location:

Welcome to your Performance Review. Please take your time to answer all questions completely and honestly.

#1 – Goal Development and Achievement (Required)	
Achieves Elite Academic Academy's departmental objectives and goals through performing work thoroug effectively, and accurately.	hly,
1 – Briefly describe an <i>achieved</i> goal in your area of responsibility	
Employee Response:	
Manager Comments Following Verbal Evaluation:	
2 – Briefly describe any goals or objectives established for the period between this and the next review	'

Employee Response:

Manager Comments Following Verbal Evaluation:

#2 – Personal Leadership Competencies

(Required)

Is able to prioritize tasks, takes leadership of a project or task as requested, accepts procedures, fosters a positive work environment, is accessible and responsive to others.

Employee Response:

Please identify your efforts regarding the above:

Manager Comments Following Verbal Evaluation:

#3 – Essential: Aligning Resources

(Required)

Collaborates with others, operates within a group on focused and specific goals, customer service oriented, utilizes technology to increase accuracy and effectively completes tasks, open to learning new methods to better align self with Elite Academic Academy's departmental and overall mission and goals.

High Reliability Indicators:

High Reliability Schools (HRS) 1.5: Staff have formal ways to provide input regarding the optimal functioning of the school.

High Reliability Schools (HRS) 1.8: The fiscal, operational, and technological resources of the school are managed in a way that directly supports teachers and educational staff.

Employee Response:

Please identify your efforts regarding the above:

Manager Comments Following Verbal Evaluation:

#4- Essential-Responsive Communication

(Required)

Provides clear and unambiguous oral and written communication; employs active listening techniques and provides feedback, communicates effectively with all employees in the organization, effectively presents written ideas and information to others.

Employee Response:

Please identify your efforts regarding the above:

Manager Comments Following Verbal Evaluation:

#5- Essential- Shared Leadership

Is honest and reliable in carrying out instructions; observes personnel policies; complies with established working hours; is a self starter; shows originality; makes decisions and initiates action when required.

Employee Response:

Please identify your efforts regarding the above:

Manager Response:

#6 – Essential-Work and Data

Is able to make decisions based on data, feedback and sound reasoning, ensuring that decisions will be based on Elite Academic Academy's overall mission and goals.

Employee Response:

Please identify your efforts regarding the above:

(Required)

(Required)

Manager Comments Following Verbal Evaluation:



Date of Offer: April 27, 2022 Assignment Offered: Temporary Teacher of Record Candidate Name: Candidate Address:

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

If you are currently under contract with another district/charter for June 22, 2022 - August 9, 2022, you must provide Elite Academic Academy - Mountain Empire with documentation of your eligibility for employment (most traditional schools only contract through June). You must meet all certification requirements before the beginning of your assignment. Failure to timely provide the specified credentials will nullify this offer.

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

Terms and Benefits for this position:

Start Date: June 22, 2022
Term: Temporary/At- Will
Position Title: Temporary Teacher of Record
FLSA/CA Classification: Exempt
Stipends: \$6000 teaching stipend/\$450 mileage stipend
Number of Vacation Days: 0
Work Days: (Monday- Friday) Year Round Calendar
Retirement Benefits: STRS

Please sign below to indicate your acceptance of this conditional offer and return this letter within 5 calendar days. Please let us know if you have any questions. We look forward to working with you. Please understand vacation time is not granted and you are expected to work full-time from June 22, 2022- August 9, 2022.

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

Candidate:

<u>×</u> (Initial) <u>I accept</u> the offer of employment with Elite Academic Academy starting June 22, 2022. I understand that this offer is expressly conditioned on Board approval, an acceptable FBI/DOJ background check, student enrollment and my timely completion of the requirements set out in this letter.

(Initial) I <u>do n</u>	with Elite Academic Academy
Signature:	Date:
Chief Executive Offi	4/27/2022 Date



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Mountain Empire

and

Name:

in the position of

Title: Special Education - Education Specialist

April 27, 2022



We are pleased to offer you the position of full-time exempt Special Education - Education Specialist with Elite Academic Academy - Mountain Empire (the "School") commencing July 1, 2022 and including 2 Professional Development days (August 18 and 19, 2022). We are delighted you chose to join the Certificated Teaching Department and are confident you will enjoy it here. The purpose of this letter is to summarize the terms of your employment with the School as set forth in this At-Will Employment Agreement (the "Agreement"), should you accept our offer. This offer of employment is conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks.

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

1. <u>Job Duties.</u> Your job duties are detailed in the attached job description (Exhibit A) and you will report to the Special Education Coordinator, Special Education Consultant, or designee.

2. <u>At-Will Employment.</u> Your employment at the School is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation, and benefits, as well as our personnel policies and procedures, may change from

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

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

4. <u>Compensation</u>. Due to funding uncertainties generally, and more specifically associated with the School's required participation in the SB 740 funding process for non-seattime 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 \$102,102 (or \$8508.50 per month), less applicable withholdings, for 221 days of work (see calendar attached) including 2 days of Professional Development (see above), which amount may be adjusted upward during or at the conclusion of the academic year by the School's governing board in its sole discretion. You will also receive a stipend of \$150.00 a month for travel and mileage (in lieu of mileage reimbursement), along with a \$125.00 monthly stipend in honor of your Master's Degree. 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, your performance and the School's overall performance during the calendar year.

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

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

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

8. Equal Employment Opportunity. The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver's license, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Actor or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.

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

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

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

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

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

Once again, we are looking forward to you joining the Elite Academic Academy - Mountain Empire team, contributing to the Special Education Department, and personally growing with the School.

Sincerely, Mighan Frieman			
Meghan Fi - A4137E406BF5494 CEO	Date:	4/27/2022	
AGREED TO AND ACCEPTED BY:			
Employee:		_	

Employee:		
Signature:	D Date:	4/27/2022



Special Education - Education Specialist

Job Description

Position Title:	Special Education - Education Specialist
Reports To:	Director or Program Lead (or designee)
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	Based on the range of the program hiring
Work Schedule:	186 -221 days
Location:	Onsite/Remote Office

Position Summary:

Has knowledge and expertise in special education. School staff will rely on the Education Specialist to provide consultation and educational services within the area of special education.

ESSENTIAL DUTIES and RESPONSIBILITIES

- Case manage students with Individualized Education Programs (IEPs).
- Conduct educational assessment related to students' access to the academic core curriculum and progress towards meeting instructional academic goals.
- Provide instruction and special education support to individuals with disabilities including specific learning disabilities, mild to moderate intellectual disabilities, other health impairments, serious emotional disturbance, and authorizes service in grades TK–12 and in classes organized primarily for adults through age 22 across a continuum of program options available.
- Write IEPs, schedule IEP meetings.
- Consult with various school team members, parents, and outside service providers; coordinate IEP services as needed.
- Plan programs, coordinate curricular resources, and evaluate effectiveness of programs for individuals with exceptional needs.
- Participate in staff and program development related to the special methods and approaches of providing special education services.
- Perform duties as assigned.

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

- Bachelor's degree from an accredited college or university.
- Most hold a valid, current, California state Education Specialist Instruction Credential Mild/Moderate 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.
- Familiarity with the CA Common Core State Standards.
- An enthusiasm for curriculum development to support a young and growing school program.
- Core academic subject competence must be:
 - EXAM: Pass a subject matter examination approved by the CCTC in each subject taught or
 - COURSEWORK:
 - In each core area taught complete a:
 - A) CCTC approved subject matter program, or
 - B) Major, or
 - C) Major equivalent, (32 semester units or the equivalent) or
 - D) Graduate degree or
 - ADVANCED CERTIFICATION:
 - National Board Certification in the core area OR
 - HOUSSE: Complete California's High Objective Uniform State Standard of Evaluation
 - Must have strong math knowledge and math skills in the areas of General/Basic Math, Algebra 1, Geometry, Algebra 2, Pre-Calculus in addition to a general knowledge of other subjects (English, Science, History, etc).
 - Must have strong computer skills including word processing, entering data into a database, Internet, electronic mail, and other digital literacy skills
 - Must have own transportation, a valid driver's license, and vehicle insurance as required by California law.

Requirements/Experience:

- Reside in the state of California
- Bachelor's degree
- Strong content and subject-matter knowledge
- Ability to support and guide adults, as well as students
- Strong written and verbal communication skills

- Organization and time-management skills
- Excellent writing and grammar skills
- Flexible schedule
- Proficiency in various word processing programs, SEIS and experience using them in a professional capacity

Other Duties:

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

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:

4/27/2022

Printed Name

Date



MUTUAL AGREEMENT TO ARBITRATE DISPUTES

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

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

Board Approved Feb. 03, 2022

Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association ("AAA Rules") or in accordance with the rules of another similar organization agreed to by the Parties. A current copy of the AAA Rules is available at <u>www.adr.org</u> and from Elite Academic Academy's Human Resources Department upon request.

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

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

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

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

COMPANY: DocuSigned by: Miglian Frieman	EMPLO
By: At137E406BF5494 Its: Chief Executive Officer	By:
4/27/2022 DATED:	4/27/2022 DATED:

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Board Approved Feb. 03, 2022



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The Parties to this Confidentiality and Non-Solicitation Agreement ("Agreement") are <u>Elite Academic Academy - Mountain Empire</u> (the "School") and ("Employee") (collectively referred to herein as the "Parties").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. <u>Independent Review and Advice.</u> By signing his/her name below, Employee expressly acknowledges that he/she has read this Agreement, has had the opportunity to ask School representatives questions about it, has had the opportunity to consult with an attorney of his/her

choice (at his/her own expense) before signing it, and understands the contents of this Agreement. Employee further agrees that signing this Agreement is a condition of his/her employment with the School and payment therefore, which he/she understood before accepting employment with the School.

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

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

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

4/27/2022 Date:



4/27/2022 Date:

DocuSigned by: Meglian Freeman Bv: -A4137E406BF5494.

Its: Chief Executive Officer

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AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - Mountain Empire

and

Name:

in the position of

Title: Curriculum Coordinator

April 28, 2022



We are pleased to offer you the position of part-time (hourly non-exempt) Curriculum Coordinator, with Elite Academic Academy Mountain Empire (the "School"), commencing May 1, 2022. This position will then change to full-time (salary exempt) Curriculum Coordinator (with an MTSS stipend), also with Elite Academic Academy - Mountain Empire, commencing July 1, 2022. We are delighted you chose to join the Elite Academic Academy team and are confident you will enjoy it here. The purpose of this letter is to summarize the terms of your employment with the School as set forth in this At-Will Employment Agreement (the "Agreement"), should you accept our offer. This offer of employment is conditioned upon the receipt of proof of your legal eligibility to work in the United States (IRS I-9) and successful completion of all background (Livescan) checks.

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

- 1. <u>Job Duties.</u> Your job duties are detailed in the attached job description ("Exhibit A") which is incorporated herein, and you will report to the Chief Academic Innovations Officer, or designee. The duties set forth in Exhibit A may be amended from time to time at the sole discretion of the School.
- 2. <u>At-Will Employment.</u> Your employment at Elite Academic Academy is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title, compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the "at will" nature of your employment may only be changed

in a document signed by you and the Chief Executive Officer of the School.

3. <u>Work Hours.</u> Between May 1, 2022, and June 30, 2022, your days of work, and hours of employment, will be Monday through Friday at hours determined by the School and your direct supervisor, provided that ordinary working hours shall not exceed 20 hours per week, *unless agreed upon by the School in advance.* We anticipate that there will be occasions when we will ask you to work over 20 hours per week, and/or occasions when you may be asked to work overtime. All overtime hours must be approved in advance by your supervisor

Beginning July 1, 2022, you will be compensated for the general value of services you perform and not for the amount of time you spend on the job. Thus, you will generally be paid your set salary notwithstanding the number of hours you work. However, to ensure that you can be reached by your supervisor and communicate with those individuals who will assist you in performing your job duties, you are generally expected to work Monday to Friday during normal business hours.

- 4. <u>Best Efforts.</u> You agree that you will at all times faithfully, industriously, and to the best of your ability perform all of the duties that may be required of you by the School which shall include:
 - a. Fulfilling the job duties and functions enumerated in the job description, attached hereto as Exhibit A;
 - b. Such other duties as assigned by the Board of the School or your supervisor from time-to-time as necessary in the School's discretion and judgment to effectuate the purposes of this Agreement including assignments that are in addition to those expressly described in this Agreement or its Exhibit A;
 - c. Attending any scheduled School events or training or planning sessions before or during the school year if requested by your direct supervisor; and
 - d. Following and abiding by the School's policies and procedures as adopted and amended from time-to-time, including those policies and procedures set forth in the School's current Employee Handbook, which may be amended from time to time at the sole discretion of the School.
- 5. <u>Non-Competition During Employment.</u> You agree that while you are working for the School, you will not render services in person or by electronic means, paid or otherwise, to any other entity, unless prior written approval is given by the CEO.
- 6. <u>Compensation</u>. 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. Between May 1, 2022 and June 30, 2022, you will be paid a minimum rate of \$54.82 an hour for all regular hours worked, less applicable withholdings, for 232 days of work (see attached 21/22 calendar). You will be paid twice a month on, or around, the 10th and 26th of each month.

Beginning July 1, 2022, you will be paid a minimum annual salary of \$100,000, less applicable

withholdings, for 228 days of work (see 22/23 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. You will also receive an annual MTSS stipend of \$25,000 (\$2,083.33 per month), along with a stipend of \$250.00 a month for travel and mileage (in lieu of mileage reimbursement) and a \$125.00 monthly stipend in honor of your Master's Degree. 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, your performance and the School's overall performance during the calendar year.

- 7. <u>Timekeeping</u>. Between May 1, 2022 and June 30, 2022, while employed in a part-time nonexempt position, you will be required to record your time via our timekeeping system, in Paycom. You will be provided with specific instructions regarding this system. You will be responsible for reviewing, approving, and submitting your time to your supervisor. You must report any instance where you believe your time, or pay, is inaccurate to the payroll department.
- 8. <u>Benefits.</u> As a part-time employee you will not generally be eligible for benefits, except for voluntary benefits, and those required by law such as paid sick time and California State Teachers Retirement System, as described in the School's Employee Handbook. Upon your transition to full-time status on July 1, 2022, you will be eligible for all benefits as generally offered to similarly situated employees of the School, including contributions to California State Teachers Retirement System, as further described in our Employee Handbook. The School also offers Health and Welfare benefits, after one month of full-time employment (therefore beginning August 1, 2022), totaling \$10,800 a year (or \$900 a month), which can be used to purchase medical, dental, and vision insurance benefits offered through the Charter providers. You may "opt out" of medical insurance provided by the Charter and retain a monthly allotment of \$200. For more information, please see the plan benefits.
- 9. <u>Arbitration</u>. It is a condition of your employment that you review the School's Arbitration Agreement (attached) which provides that any disputes between you and the School be submitted to binding arbitration. You should notify the School in writing of any complaints you have with respect to your employment so that any issues can immediately be addressed and rectified.
- 10. <u>Confidentiality</u>. Because of the nature of our work and the highly confidential information we provide to our employees, you will be required to execute a Confidentiality and Non-Disclosure Agreement (attached), which will remain in full force and effect after your employment.
- 11. <u>Equal Employment Opportunity</u>. The School is an equal opportunity employer. School policy prohibits discrimination, retaliation, or harassment based on practices, national origin, including language use and possession of a driver's license issued actual or perceived ancestry, race, color, religion, including religious dress and grooming practices, national origin, including language use and possession of a driver's license, citizenship, marital status, sex, pregnancy, childbirth, breastfeeding, or related medical conditions, gender, gender identity, gender expression, sexual orientation, age (40 and above), military or veteran status, physical or mental disability, including HIV and AIDS, medical condition, including cancer or a record or history of cancer, genetic characteristic or information, protected medical leaves (e.g., leave under the Family and Medical Leave Actor or the California Family Rights Act),

domestic violence victim status, political affiliation, and any other status protected by federal, state, or local laws. This commitment applies to all personnel decisions and to all persons involved in the operations of the School. In addition, you are expressly prohibited from discriminating against, retaliating against, or harassing any student of the School. You must treat all students and third parties working for or on behalf of the School respectfully and appropriately.

- 12. <u>Prior Agreements.</u> You affirm that you are not a party to any agreement(s) such as a noncompetition agreement that would prohibit you from employment with us.
- 13. <u>Organization Policies</u>. If you accept this offer and begin employment, on your first day of employment, you will be given additional information about the School, including but not limited to its Employee Handbook and other policies and procedures
- 14. <u>Entire Agreement.</u> This Agreement and its Exhibit A, and accompanying attachments, when accepted by you, constitutes our entire agreement and supersedes all prior agreements and representations whether written or oral. This Agreement may be amended only by a writing signed by both yourself and the CEO of the School. To the extent this Agreement or its attachments conflict with our Employee Handbook or any other policy or procedure, this Agreement or its attachments, as the case may be, shall control.

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

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

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

Sincerely,

Meghan Freeman Megna4137E406BF5494

Megnan i reeman, 610

CEO/Designee Signature:

	4/28/2022
Date:	

AGREED TO AND ACCEPTED BY:		
Employ	ate:	5/2/2022
Address		
Telepho		



Curriculum Coordinator

Job Description

Position Title:	Curriculum Coordinator
Reports To:	Chief Academic Innovations Officer (or designee)
FLSA Status:	Exempt
School Classification:	Certificated Administration
Pay Range:	Based on experience and student enrollment
Work Schedule:	12 months
Location:	Onsite/Remote Office

Position Summary: To serve under the Governing Board, and the Chief Academic Innovations Officer, as Curriculum Coordinator. Provides direct curriculum and instructional support services to teachers including effective strategies and intervention. Responsible for providing instructional leadership across subject areas. Position objectives include studying, evaluating, and implementing research based curriculum that meets the needs of independent study students; improving the academic program by assisting with program evaluation; and assisting in the coordination of relevant staff development.

Qualifications:

- BA or BS required, advanced degree preferred.
- Professional Clear CA Credential (Multiple or Single Subject), Administrative credential preferred.
- 5 or more years of teaching experience with progressively increasing levels of responsibility in leadership/mentoring work experience in a non-education context will also be considered.
- Minimum of seven years teaching/administrative strongly preferred.
- Strong administrative/organizational/time-management skills required with a demonstrated capacity to multitask/prioritize, and work independently with limited direction.
- State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.

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

ESSENTIAL DUTIES and RESPONSIBILITIES

- Collaborate with the Chief Academic Innovations Officer, Chief Student Development Officer, and Academy Directors to develop and provide a guaranteed and viable curriculum to every Elite student.
 - In collaboration with the Chief Academic Innovation Officer and Chief Student
 Development Officer, create and support a clear vision and a common language and model of instructional practice.
 - Work with teachers and academy directors to establish a common understanding of what students should know and be able to do, regardless of the curriculum program used, and that these understandings align with state standards.
 - Develop a plan with Academy Directors to monitor and evaluate effectiveness of curriculum (both in-house and purchase) and make recommendations to Directors when non-effective curriculum is identified.
 - Develops and implements follow-up plans for curriculum revisions and new curriculum material adoptions.
 - Write curriculum, as needed, to meet student needs.
 - Partner with the Director of Assessment and Data and the Director of MTSS to analyze student performance data and find resources that best meet the academic needs of students.
 - Create monthly parent tips/strategies about curriculum and instructional support for newsletters, webinars and videos.
- Provide professional development to Content Teachers, Teachers of Record, and Instructional Aides that help them grow their pedagogical skills and instructional strategies.
 - Establishes goals and objectives for staff professional development programs that support a high level of instructional practice in classrooms.
 - Create differentiated professional development based on specific aspects of identified instructional practices.
 - Support and encourage teachers to take risks and set growth goals that will grow with their practice, and then coach them so that they can reach these goals.
 - Develop methods for teachers to track their individual progress to ensure the programs, practices, and professional development are having their desired effects.
 - Co-teach lessons to model best practices.

General Expectations:

- Encourage and support all Elite Academic Staff.
- Report to Chief Academic Innovations Officer or designee.
- Attend various meetings
- 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.

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





MTSS Stipend - Job Description

Position Title:	MTSS Stipend
Department:	Certificated Teaching
Reports To:	Program Director (or Designee)
FLSA Classification:	Exempt
Stipend:	\$25,000 annually depending on experience
Classification:	Certificated
School Calendar Days:	186-225 Day Calendar

Job Description: This is not a stand-alone job description, but a rider to our teaching and/or various exceptional education job descriptions. This payscale supersedes the teaching, or other certificated, position. This position will provide direct intervention and progress monitoring for students who need academic and/or engagement support. Activities may include coordinating intervention programs for identified students, identifying curriculum and instructional support for Content Teachers and Teachers of Record, including effective intervention strategies, and implementing specialized services to meet the needs of each and every student. In addition, this position will assist in developing a systematic school-wide approach to MTSS.

General Duties:

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

- Provide MTSS support to, or as, the Teacher of Record for identified students.
- Provide students with direct intervention support services through weekly synchronous lessons.
- Use data, such as progress reports, assignment feedback, and school assessments, to determine and provide the skills development needed for a student to become academically proficient.
- Provide data for SST and 504 meetings and communicate with parents, teachers, staff regarding progress or further interventions needed.

MTSS Stipend Job Description Pending Board Approval

- Participate in Student Support Team meetings to assist in coordination of intervention services for all students receiving MTSS support.
- Identify and promote opportunities/additional potential resources that would improve students' academic outcomes.
- Monitor the progress of the entire caseload, maintain records, complete compliance requirements, and communicate with parents and content teachers.
- Coordinate and facilitate the implementation of academic and social-emotional interventions for students in need of support towards meeting course standards.

Desired Qualifications:

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

Employee Acknowledgement:

5/2/2022

Date



MUTUAL AGREEMENT TO ARBITRATE DISPUTES

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

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

Board Approved Feb. 03, 2022

Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association ("AAA Rules") or in accordance with the rules of another similar organization agreed to by the Parties. A current copy of the AAA Rules is available at <u>www.adr.org</u> and from Elite Academic Academy's Human Resources Department upon request.

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

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

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

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

COMPANY: DocuSigned by: Miglian Frieman	EMPLOYE
By: <u>A4137E406BF5494</u> Its: Chief Executive Officer	By:
4/28/2022 DATED:	5/2/2022 DATED:

2

Board Approved Feb. 03, 2022



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The Parties to this Confidentiality and Non-Solicitation Agreement ("Agreement") are <u>Elite Academic Academy - Mountain Empire</u> (the "School") and ("Employee") (collectively referred to herein as the "Parties").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. <u>Independent Review and Advice.</u> By signing his/her name below, Employee expressly acknowledges that he/she has read this Agreement, has had the opportunity to ask School representatives questions about it, has had the opportunity to consult with an attorney of his/her

choice (at his/her own expense) before signing it, and understands the contents of this Agreement. Employee further agrees that signing this Agreement is a condition of his/her employment with the School and payment therefore, which he/she understood before accepting employment with the School.

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

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

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

5/2/2022 Date:



NAME

4/28/2022 Date:

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

DocuSign Envelope ID: 46259CC4-466D-4699-A4DF-BB69223B1BDB

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 Rou	6/30 Contract End Date		Kev	Contract Start and End Dates	First & Last Day of School	Paid Holidays	Paid Flex (Non-school/contract) Days	Professional Development Days					
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NOTICE TO EMPLOYEE AS TO CHANGE IN RELATIONSHIP

(Issued pursuant to provisions of Section 1089 of the California Unemployment Insurance Code)

Date: April 4, 2022

Re:

Per your temporary contract, on April 30, 2022 your employment position with Elite Academic Academy - Mountain Empire as a *Temporary Community Relations Clerk* will end; and, effective as of May 1, 2022 your position will be changed to a full-time non-exempt *Community Relations Clerk*, with Elite Academic Academy - Mountain Empire.

Please see the attached contract, job description, and accompanying documents for your review and consideration.

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

DocuSianed by: Meghan Freeman A4137E406BF5494... Meghan Freeman CEO





AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - MOUNTAIN EMPIRE

Name:

in the position of

Title: COMMUNITY RELATIONS CLERK

April 4, 2022



We are pleased to offer you the position of **Full -Time (NON-Exempt) Community Relations Clerk** with Elite Academic Academy –Mountain Empire (the "School") commencing **May 1, 2022**. 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 (which you previously 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 \$20.00 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.
- You shall be provided with a duty-free, uninterrupted unpaid meal period of at least thirty minutes for a work period of over 5 hours in a day and one rest break of 10 minutes for every 4 hours worked or major fraction thereof. Your supervisor will schedule the times for your meal and rest periods.
- 8. You are required to record your time via our timekeeping system, in Paycom. You will be provided with specific instructions regarding this system. You will be responsible for reviewing, approving, and submitting your time to your supervisor. You must report any instance where you believe your time, or pay, is inaccurate to the payroll department.
- 9. Your employment at Elite Academic Academy is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title,

compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the "at will" nature of your employment may only be changed in a document signed by you and the Chief Executive Officer of the School.

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

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

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

Sincerely,

DocuSigned by: Meghan Freeman

Meghan Freeman, CEU

CEO/Designee Signature:

Date: 4/4/2022

AGREED TO AND ACCEPTED BY:





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)
	1

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:





MUTUAL AGREEMENT TO ARBITRATE DISPUTES

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

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

Board Approved Feb. 03, 2022

Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association ("AAA Rules") or in accordance with the rules of another similar organization agreed to by the Parties. A current copy of the AAA Rules is available at <u>www.adr.org</u> and from Elite Academic Academy's Human Resources Department upon request.

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

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

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

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

COMPANY: Docusigned by: Miglian Friman	EM		
By: <u>A4137E406BF5494</u> Its: Chief Executive Officer	By:		_
4/4/2022 DATED:	DATED:	4/5/2022	
	2		

Board Approved Feb. 03, 2022



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The Parties to this Confidentiality and Non-Solicitation Agreement ("Agreement") are <u>Elite Academic Academy – Mountain Empire</u> (the "School") and ("Employee") (collectively referred to herein as the "Parties").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

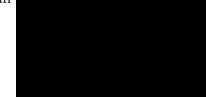
Employee further agrees that signing this Agreement is a condition of his/her employment with the School and payment therefore, which he/she understood before accepting employment with the School.

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

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

14. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all _______tute one and the same instrument.

4/5/2022 Date:



Date: 4/4/2022

DocuSigned by: Median Freeman By: A4137E406BE5494 Its: Chief Executive Officer

EAA 2021/2022 Staffing Calendar - 239 Day (12 month Classified) Employees	Important Dates		7/1 Contract Start Date	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	6/30 Contract End Date					Key	Contract Start and End Dates	Paid Holidays	Paid Flex (Non-school/contract) Days (FT only)	Professional Development Days							
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NOTICE TO EMPLOYEE AS TO CHANGE IN RELATIONSHIP

(Issued pursuant to provisions of Section 1089 of the California Unemployment Insurance Code)

Date: April 4, 2022

Re:

Per your temporary contract, on April 30, 2022 your employment position with Elite Academic Academy - Mountain Empire as a *Temporary Community Relations Clerk* will end; and, effective as of May 1, 2022 your position will be changed to a full-time non-exempt *Community Relations Clerk*, with Elite Academic Academy - Mountain Empire.

Please see the attached contract, job description, and accompanying documents for your review and consideration.

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

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



Community Relations Clerk



AT-WILL EMPLOYMENT AGREEMENT

Between Elite Academic Academy Charter - MOUNTAIN EMPIRE

Name:

in the position of

Title: COMMUNITY RELATIONS CLERK

April 4, 2022



We are pleased to offer you the position of **Full -Time (NON-Exempt) Community Relations Clerk** with Elite Academic Academy –Mountain Empire (the "School") commencing **May 1, 2022**. 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 (which you previously 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 \$20.00 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.
- You shall be provided with a duty-free, uninterrupted unpaid meal period of at least thirty minutes for a work period of over 5 hours in a day and one rest break of 10 minutes for every 4 hours worked or major fraction thereof. Your supervisor will schedule the times for your meal and rest periods.
- 8. You are required to record your time via our timekeeping system, in Paycom. You will be provided with specific instructions regarding this system. You will be responsible for reviewing, approving, and submitting your time to your supervisor. You must report any instance where you believe your time, or pay, is inaccurate to the payroll department.
- 9. Your employment at Elite Academic Academy is "at will," which means that it is of no definite duration and will continue only as long as both you and the School consider it of mutual benefit. Either you or the School is free to terminate the employment relationship at any time, with or without cause and with or without notice. Although your job duties, title,

compensation and benefits, as well as our personnel policies and procedures, may change from time-to-time, the "at will" nature of your employment may only be changed in a document signed by you and the Chief Executive Officer of the School.

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

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

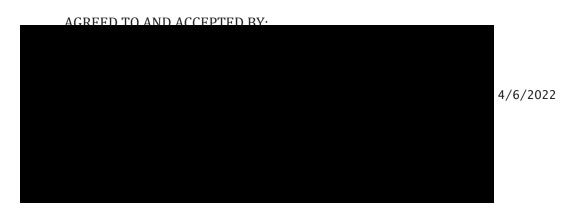
Once again, we are looking forward to you joining the Elite Academic Team, contributing to the Community Relations Department, and personally growing with the School.

Sincerely,

DocuSigned by: Meghan Frieman Meghan 11756406BF5494

CEO/Designee Signature:

Date: 4/4/2022





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:

Printed Name Date



MUTUAL AGREEMENT TO ARBITRATE DISPUTES

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

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

Board Approved Feb. 03, 2022

Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association ("AAA Rules") or in accordance with the rules of another similar organization agreed to by the Parties. A current copy of the AAA Rules is available at <u>www.adr.org</u> and from Elite Academic Academy's Human Resources Department upon request.

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

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

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

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

COMPANY: Docusigned by: Miglian Frieman	EMPL		
By: <u>A4137E406BF5494</u> Its: Chief Executive Officer	By:	-	
4/4/2022 DATED:	DATED:	4/6/2022	
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Board Approved Feb. 03, 2022



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The Parties to this Confidentiality and Non-Solicitation Agreement ("Agreement") are <u>Elite Academic Academy – Mountain Empire</u> (the "School") and ("Employee") (collectively referred to herein as the "Parties").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4/6/2022 Date:

Date: 4/4/2022

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

DocuSign Envelope ID: 4B106E42-C6FB-4FEA-BE63-0703023EF756		

EAA 2021/2022 Staffing Calendar - 239 Day (12 month Classified) Employees	Important Dates		7/1 Contract Start Date	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	6/30 Contract End Date					Key	Contract Start and End Dates	Paid Holidays	Paid Flex (Non-school/contract) Days (FT only)	Professional Development Days							
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4/6/2022

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minore Date				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							
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Resolution recognizing a state of emergency and authorizing teleconferenced meetings pursuant to AB 361

WHEREAS, in response to the novel coronavirus ("COVID-19") pandemic, Governor Newsom adopted a series of Executive Orders allowing the legislative bodies of local governments to meet remotely via teleconference so long as other provisions of the Ralph M. Brown Act ("Brown Act") were followed; and

WHEREAS, on Sept. 16, 2021, Governor Newsom signed AB 361, which immediately amended the Brown Act allowing governing boards to continue holding virtual meetings outside the teleconferencing requirements of Government Code section 54953(b), if the board makes a finding that there is a proclaimed State of Emergency, and either (1) state or local officials have imposed or recommended social distancing measures, or (2) meeting in person would present imminent risks to the health or safety of attendees due to the emergency; and

 WHEREAS, on March 4, 2020, Governor Newsom declared a statewide emergency arising from COVID-19 pursuant to Government Code section 8625; and
 WHEREAS, social distancing measures have been imposed to mitigate the spread of COVID-19; and

WHEREAS, the governing board of the Elite Academic Academy- Mountain Empire believes the spread of COVID-19 poses an imminent risk to the health and safety of in person meeting attendees; and WHEREAS, the governing board is committed to open and transparent governance in compliance with the Brown Act; and WHEREAS, the governing board is conducting virtual meetings by way of telephonic and/or internet-based services as to allow members of the public to fully participate in meetings and offer public comment.

NOW THEREFORE, BE IT RESOLVED, that the recitals set forth above are true and correct and fully incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED, that the governing board of the Elite Academic Academy-Mountain Empire recognizes that a State of Emergency in the State of California continues to exist due to the COVID-19 pandemic.

BE IT FURTHER RESOLVED, that the governing board recognizes that social distancing measures remain recommended by state and local officials.

BE IT FURTHER RESOLVED, that the governing board finds that holding in-person meetings would present imminent risks to the health or safety of attendees due to the cause of the State of Emergency and that the cause of the State of Emergency directly impacts the ability of the governing board members to meet safely in person.

BE IT FURTHER RESOLVED, the governing board of the Elite Academic Academy-Mountain Empire authorizes the use of teleconferencing for all meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act, for a period of thirty (30) days from the adoption of this resolution, or such a time that the Governing Board adopts a subsequent resolution in accordance with Government Code section 54953(e)(3).

Adopted this day of the month of in 2022.

Motion made by:

Second made by:

List members voting "aye:"

List members voting "no:"

List members abstaining:

List members

USD 510,000.00

₩**-**ΙΟΟΡ^{**}

Company Address	1325 Boylston St. Suite 401 Boston, MA 02215 US	Created Date Expiration Date Quote Number	3/31/2022 4/30/2022 Q-0000341	7	
Prepared By	Justin Gombotz				
Email	justin.gombotz@whoop.com				
Bill To Name	Elite Academic Academy	Ship To	43414 Busi	ness Park Drive	
Bill To	43414 Business Park Drive Temecula, CA 92590 United States		Temecula, United Stat		
Quantity Prod	luct Code Product	l	List Price	Sales Price	Total Price

6-Month Subscription

	3,000	970-001-000	WHOOP Strap 4.0 Onyx (Black)	USD 120.00	USD 0.00	USD 0.00
		ax based on current ship	ping location and subject to	Subtotal		USD 510,000.00
C	hange.			Тах		USD 0.00
				Shipping and		USD 0.00
				Handling		
				Grand Total		USD 510,000.00

USD 180.00

USD 170.00

Quote Acceptance

3,000 940-000003-006

This Sales Quote is expressly conditioned on Purchaser's acceptance of the Whoop Standard Terms and Conditions, attached hereto. Purchaser's signature below shall constitute such acceptance.

Signature:Total Cost Split
Between SchoolsPurchaser:LU= \$255,000
ME= \$255,000Date:LU= \$255,000
ME= \$255,000

Standard Terms and Conditions

1. Agreement to Purchase. Whoop, Inc. ("Whoop") agrees to sell and purchaser ("Purchaser") agrees to purchase the Whoop products ("Products") listed in the sales quote ("Quote") to which these Whoop Standard Terms and Conditions ("Terms") are attached, at the prices specified in the Quote. All Products purchased hereunder from Whoop are subject to these Terms. All sales are final; provided that Purchaser

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may cancel its order at any time prior to the shipment of the Products.

2. Terms of Sale. Purchaser understands and agrees that the Products are intended solely for use by Purchaser or individual recipients to whom Purchaser gives the Products ("Recipient"), and either Purchaser or Recipient shall be the end user of the Products. Purchaser shall not resell, barter, exchange, or otherwise transfer the Products to any other entity or individual at any charge. Purchaser acknowledges that Whoop has made a substantial investment in developing its products, brand equity and authorized distributor base. Purchaser understands that any unauthorized resale or attempts to resell the Products will cause irreparable harm to Whoop and its authorized distributor network. Any software incorporated into or provided for use in or with a Product (whether initially, as part of maintenance or support or otherwise) is not sold, but rather is licensed solely for Purchaser or Recipient's personal, non-commercial use in or with that Product strictly in accordance with any terms of use, documentation and any other use restrictions provided by Whoop to Purchaser in connection with the use of the Product.

3. Replacement Products. For a period of one (1) year from the date Whoop ships the Products to Purchaser, Whoop may replace any damaged Products at no cost to Purchaser with replacement Products ("Replacement Products") but solely (i) to the extent specified in the Quote and (ii) at Whoop's discretion. In order to request Replacement Products, Purchaser must submit such request to Whoop at (617) 670-1074 or support@whoop.com. Purchaser shall return any damaged Product for which it receives a Replacement Product to Whoop to the following address: Whoop, Inc., 1325 Boylston Street, Suite 401, Boston, MA 02215. Purchaser agrees to pay any shipping and handling charges associated with all such returns.

4. Payment Terms. All invoices shall be issued by Whoop upon shipment of the Products to Purchaser at the address specified by Purchaser in the Quote or such other address provided by Purchaser to Whoop in writing. Except as explicitly set forth in the quotation, all invoices shall by due and payable by Purchaser in US dollars within thirty (30) days from the invoice date. Late payments shall bear interest at the rate of one and one-half percent (1.5%) per month or, if lower, the maximum rate allowed by law.

5. Sales Tax. Purchaser shall be responsible for all taxes (except Whoop's U.S. income taxes), duties and other governmental assessments.

6. Product Warranty. Whoop warrants that the Products shall be free from material defects for a period of one (1) year from the date Whoop ships the Products to Purchaser. Such warranty does not apply to Product units that have been damaged, mishandled, mistreated; used or maintained or stored other than in conformity with the applicable technical specifications and Whoop's instructions; or modified, altered or repaired in any manner by any party other than Whoop. Further, such warranty does not apply to any services or software incorporated into or provided for use in or with a Product. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE FOREGOING WARRANTY SHALL BE THE REPLACEMENT OF OR (AT WHOOP'S OPTION) A REFUND FOR RETURNED NON-CONFORMING UNITS OF PRODUCT FOR WHICH FULL DOCUMENTATION AND PROOF OF NON-CONFORMITY IS PROVIDED TO WHOOP WITHIN ONE YEAR AFTER THE ORIGINAL NON-CONFORMING PRODUCTS ARE SHIPPED BY WHOOP TO MAKE) ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WHOOP DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

7. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WHOOP WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, FOR (I) ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE AMOUNTS PAID TO WHOOP HEREUNDER DURING THE TWELVE MONTH PERIOD PRIOR TO DATE THE CAUSE OF ACTION AROSE, (II) ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR (III) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. WHOOP SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND ITS REASONABLE CONTROL.

8. Confidentiality. All non-public, confidential or proprietary information of Whoop, including, but not limited to, business operations, customer lists, pricing, discounts or rebates, disclosed by Whoop to Purchaser, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Whoop in writing. Whoop shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Purchaser at the time of disclosure; or (c) rightfully obtained by Purchaser on a non-confidential basis from a third party.

9. Indemnification. Purchaser shall indemnify, defend and hold Whoop harmless against all third party claims, suits, losses, expenses and liabilities (including, without limitation, reasonable attorney's fees) which may arise from Purchaser's breach of these Terms.

10. Export Control. Purchaser will not export or re-export, directly or indirectly, the Products, or any technical information related thereto, or any direct products thereof, to any destination or person prohibited or restricted by the export control laws and regulations of the United States, without the prior authorization from the appropriate governmental authorities.

11. Survival. Purchaser's obligations to Whoop shall survive the termination, cancellation or expiration of these Terms.

12. Title; Risk; Shipping. Whoop shall not be liable for errors or omissions contained in Purchaser's shipping information and instructions. All sales shall be made F.O.B. place of shipment with title to and risk of loss for the Products passing to Purchaser upon shipment.

13. Assignment. These Terms shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns. Purchaser shall not assign these Terms without the prior written consent of Whoop. Any attempted assignment shall be null and void.

14. Entire Agreement. These Terms constitute the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, express or implied, relating to the subject matter of these Terms. No modification of these Terms shall be valid unless agreed upon in writing and signed by both parties. Any purchase order or other document issued by Purchaser in connection with these Terms or Purchaser's purchase of the Products shall be solely for Purchaser's internal business purposes, and in no event shall the terms and conditions of any such document modify or become part of these Terms or become binding on Whoop, even if an acknowledgement

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copy is signed by Whoop or if Whoop delivers Products against such purchase order or document.

15. Severability. In the event that any provision of these Terms shall be deemed invalid, illegal or otherwise unenforceable, such provision shall be modified so as to be valid, enforceable and consistent with the parties' intentions, and the remaining provisions shall continue to be valid and enforceable.

16. Waiver. Failure of either party to insist in an instance upon strict performance by the other party of any provision of these Terms, or to exercise any right or privilege granted hereunder, shall not be construed or deemed to be a permanent or subsequent waiver in whole or in part of such, or any other, provision, right or privilege.

17. Relationship of the Parties. These Terms and the transactions contemplated hereunder shall not be construed as creating the relationship of employee and employer, principal and agent, joint ventures, co-partners, affiliates or any other similar relationship, the existence of which is expressly denied. Purchaser shall not construe or represent itself as an agent, employee, partner, representative or authorized reseller of Whoop for any purpose. These Terms do not grant a license or right to Purchaser to use, and Purchaser agrees to refrain from using, Whoop's name, logo, trademarks, copyrighted materials or other intellectual property in any manner. Neither party shall have any right to enter into any contracts or commitments on behalf of the other party. In the event that either party engages subcontractors to perform any of its obligations hereunder, such party shall in all instances remain responsible for the proper performance of such obligations.

18. Consent. To the extent Purchaser requests that Whoop provide it with Personal Data or other data related to any end user of the Products provided to Purchaser under this Quote, Purchaser represents, warrants and covenants that it (a) has obtained all necessary and appropriate consents required by all applicable laws, regulations or rules, including without limitation all federal, state, local, and international privacy and data security related laws and regulations that are, or which may in the future be, applicable to such Personal and other data ("collectively, "Data Protection Laws"), to allow Whoop to provide such Personal and other data to Purchaser; and (b) it will use such Personal and other data in compliance with all applicable laws, regulations or rules, including without limitation all Data Protection Laws. As used herein, "Personal Data" means any information that identifies or relates to a particular individual and also includes information referred to as "personally identifiable information" or "personal information" under applicable data privacy laws, rules, or regulations.

19. Jurisdiction. These Terms shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts, without regard to its conflicts of law principles. Litigation arising from or related to these Terms shall be initiated and conducted in the state or federal courts in the Commonwealth of Massachusetts and the parties hereby consent to the personal jurisdiction and venue of such courts.



2022-2023

Dear Prospective Educational Materials Partner:

Elite Academic Academy Charter School (henceforth referred to as "Elite"), a California nonprofit corporation. We have received a request from one of our families to order your materials. If you are interested in providing materials for our students, please carefully review the entire Educational Materials Partner Agreement Packet and mail or email the completed application to:

Elite Academic Academy 43414 Business Park Drive Temecula, CA 92590 (866) 354-8302 Ext. 7 communityrelations@eliteacademic.com

- 1. Educational Materials Partner Information Sheet
- 2. Process and Procedures Overview Page
- 3. W-9 Form

Upon receipt of a signed and completed Educational Materials Partner Agreement Packet, **Elite** will evaluate and send written notification of a decision as to the status of the application within 10 business days. Approved partners will be identified on the Elite's website.

Elite uses a purchase order (PO) system for all partners. All POs must be approved by a Director or designee before invoices can be paid. Invoices should only be generated after materials or items have been shipped, and actual receipt must be verified by Accounts Payables. Partners who immediately generate invoices prior to shipment will be at risk of being suspended from the approved partner list, and/or payment will be delayed until the next AP cycle. Elite will not process payments merely upon the issuance of a PO. Elite reserves the right to remove a partner from their website at any time for violation of the terms of this Educational Materials Partner Agreement Packet.

Thank you for your interest in providing materials for our students. We look forward to working with you.

Community Relations Department *Go Green! We're trying to cut down on paper.* Electronic documents are preferred as they ensure that information is clear and legible.





Please enter your Tax ID # here: (for CR office use only) OPS #: **Educational Materials Partner Information Sheet** Educational Materials Partner/Company Name: Purchase Order Email: Primary Phone #: Type of Material(s) Offered (please be specific): Primary/Alternate Contact Person(s): Alternate Phone #: Website Address (if applicable): Fax #: Mailing Address (Number & Street), City, State, Zip: *Educational Materials Partner's Contact Billing Information** (The section below must be completed) **Billing Contact:** Billing Phone #: Checks Made Payable To (name on W-9): **Billing Address: Billing Email:**

PLEASE COMPLETE, SIGN, & RETURN a copy of the following:

1. Educational Materials Partner Information Sheet

2. Process and Procedures Overview Page

3. W-9 form

If any required information or supporting documentation is missing or filled out incorrectly, AP will attempt to assist in clarifying which items are still outstanding. Prospective partners will have <u>30 calendar days</u> from the date the initial application was received by Elite to complete the evaluation process. If the partner application process is not completed within this aforementioned time period, the application will no longer be considered active, and the file will be closed accordingly. If there is any change in the partner's contact information, Elite must be informed in writing within 30 calendar days via email/fax or regular mail.

This Agreement is by and between two Independent Contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

By signing below, you understand and agree to the above conditions for becoming an approved community partner for us.



Process and Procedures for Educational Materials Partners

- 1. The parent or legal guardian should contact their Elite Educator who will place a PO for materials.
- 2. Each PO will be processed by AP and emailed to the educational materials partner.
- 3. Educational Materials Partner will provide only those materials which are identified on the PO. <u>POs</u> <u>may not be altered by the Educational Materials Partner once issued. Please verify that the items</u> <u>are correctly identified, and the pricing is accurate. If there is any kind of error or discrepancy,</u> <u>Partners are responsible to contact AP via email at acctspayable@eliteacademic.com to try and</u> <u>address the issue in a timely manner.</u>
- 4. Once materials have been delivered, the Educational Materials Partner should submit a detailed invoice to the AP department at acctspayable@eliteacademic.com, which must be sent via email or regular mail.
- 5. AP processes checks on a Net +30 basis, upon receipt of materials.
- 6. The Educational Material Partner acknowledges that Elite reserves the right to **modify the above payment options terms** in the event the state of California defers scheduled payments to public schools.

ELITE WILL NOT:

- 1. Provide payment until after materials have been received.
- 2. Issue payment of an invoice if not properly submitted e.g. missing a matching PO number.
- 3. Authorize or pay for items that are sectarian or denominational as this is not allowed for a public school.

By signing below, the Educational Materials Partner acknowledges and accepts the aforementioned policies and procedures.

Print Name

Title

Signature

Date

► Go to www.irs.gov/FormW9 for instructions and the latest information.

	2 Business name/disregarded entity name, if different from above	
Is on page 3.	following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)
type	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)	· · · · · · · · · · · · · · · · · · ·
Print or type. Specific Instructions	II C if the II C is classified as a single-member II C that is disregarded from the owner unless the owner of the II C is	Exemption from FATCA reporting code (if any)
ecit	□ Other (see instructions) ►	(Applies to accounts maintained outside the U.S.)
See Sp	5 Address (number, street, and apt. or suite no.) See instructions. Requester's name an	d address (optional)
0)	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	
Par	t I Taxpayer Identification Number (TIN)	
		urity number
reside	p withholding. For individuals, this is generally your social security number (SSN). However, for a ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other estimates, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>] - [] - []]

TIN, later.	or
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and	Employer identification number
Number To Give the Requester for auidelines on whose number to enter.	

Certification Part II

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign	Signature of
Here	U.S. person >

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)

Date 🕨

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest),
- 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Dear Prospective Instructional Services Community Partner:

Elite Academic Academy Charter School (henceforth referred to as "Elite"), a California nonprofit corporation is a high-quality independent study charter school. We have received a request to use your services. Please know, services provided by Community Partners associated with Elite are intended to <u>supplement</u> the educational services provided by our Credentialed Elite Educators to its students, <u>not replace those services</u>. Elite remains committed to ensuring that all of its students benefit from equal educational opportunities and that core educational curricula be provided exclusively by Elite to its students.

If you are interested in serving our students, please carefully review the entire Instructional Community Partner Agreement Packet and mail or email the completed application to:

Elite Academic Academy 43414 Business Park Drive Temecula, CA 2590 (866) 354-8302 Ext. 7 communityrelations@eliteacademic.com

Required Documents:

- 1. Instructional Services Community Partner Information Sheet
- 2. Purchase Order Contract Terms
- 3. Process and Procedures Overview Page
- 4. Employer Fingerprinting Clearance Form

5. *Live Scan** Fingerprint Form (DOJ)- <u>ANY AND ALL EMPLOYEES OF THE COMMUNITY</u> <u>PARTNER WHO MAY HAVE CONTACT WITH ELITE STUDENTS</u>

- 6. W-9 Form
- 7. Community Partner Rate Sheet and Virtual and In-Person Enrichment Services Plans
- 8. Community Partner Marketing Information
- 9. Proof of liability insurance (the declaration page or an insurance card will be sufficient). [*Note: Elite Academic MUST be added as a Certificated Holder.*]
- 10. Resume (including references) to establish qualifications e.g. relevant experience, degrees, etc.

Upon receipt of a signed Instructional Services contract, and a complete Community Partner Agreement Packet, **Elite** will evaluate and send notification with a decision of the application within 10 business days. Approved Community Partners will be identified on the program's website. **Elite reserves the right to remove any Community Partner from the website at any time, including for violation of the terms of this Community Partner Agreement Packet.**



Unless an Instructional Services Community Partner receives a signed Purchase Order (PO) by Elite, services performed will not be considered authorized by Elite, which means that any services rendered prior to issuance of a signed PO will not be paid.

COVID-19: In an effort to abide by all local, state and federal regulations and the health and safety of Elite. Elite will comply with fed/state/county/city requirement and guidelines (including those issued by CDPH, Cal-OSHA, and the CDC), their industry's guidelines, and the industry guidelines for schools and school based programs. Elite Academic Academy will be honoring PO's for virtual, indoor and outdoor services by our Community Partners that abide by all safety measures set forth by federal law, the California Department of Health, county regulations, and the industries mentioned above.

Community Partners must send invoices to the Accounts Payable (AP) department email at <u>acctspayable@eliteacademic.com</u> for actual services rendered. If you would like to submit invoices through our **Online Purchasing System (OPS)**, you will receive separate instructions after you have been approved. All terms and conditions apply regardless of the invoice submission method. All invoices are subject to verification by AP personnel. We do not process payments merely upon the issuance of a PO.

<u>All Community Partners should send detailed invoices to AP the following month for services</u> <u>rendered during the previous month</u> - e.g. art lessons provided during September should be invoiced in October. AP processes invoices from Community Partners in two ways: (1) Community Partners that utilize our ACH payment option are paid on "net 30" terms; and (2) Community Partners requesting manual checks will be paid on "net 45" terms.

Community Relations Management *Go Green! We're trying to cut down on paper.* Electronic documents are preferred as they ensure that information is clear and legible.





Please enter your Tax ID # here:			(for CR office use only) OPS #:					
Inst	ructional Ser	vices Commun	nity Partner Information Sheet					
Community Partner/Company N	Jame:	-	Primary/Alternate Contact Person(s):					
Complete Primary Address (Number & Street), City, State, Zip:								
Purchase Order Email (PO will be sent to this e	mail address):		Primary Phone Number:					
ACH Payment Option (provide em	nail):	Alternate Phone Number:						
	Website Add	lress (if applicat	ble):					
Туре с	of Service(s) C	Offered (please b	pe specific):					
**COMMUNITY PARTI (<i>T</i> /		TACT BILLIN ow <u>must</u> be com						
Billing Contact:								
Checks Made Payable To (name on W-9):		Billing Phone #	#:					
Billing Address:		Billing Email:						
DI EASE COM			· · · · · · · · · · · · · · · · · · ·					

PLEASE COMPLETE, SIGN, & RETURN a copy of the following:

- 1. Instructional Services Partner Information Sheet
- 2. Purchase Order Contract Terms
- 3. Process and Procedures Overview Page
- 4. Employer Fingerprinting Clearance Form
- 5. Live Scan* Fingerprint Form (DOJ)- ANY AND ALL EMPLOYEES OF THE COMMUNITY PARTNER WHO MAY HAVE CONTACT WITH ELITE STUDENTS
- 6. W-9 Form
- 7. Community Partner Rate Sheet and Virtual and In-Person Enrichment Services Plans
- 8. Community Partner Marketing Information
- 9. Proof of liability insurance (the declaration page or an insurance card will be sufficient) [Note: Elite Academic MUST be added as a Certificated Holder.]
- 10. Resume (including references) to establish qualifications e.g. relevant experience, degrees, etc.

If any required information or supporting documentation is missing or filled out incorrectly, AP will attempt to assist in clarifying which items are still outstanding. Prospective partners will have <u>30 calendar days</u> from the date the initial application was received by Elite to complete the evaluation process. If the partner application process is not completed within this aforementioned time period, the application will no longer be considered active, and the file will be closed accordingly. If there is any change in the partner's contact information, Elite must be informed in writing within 30 calendar days via email/fax or regular mail.

By signing below, you understand and agree to the above conditions for becoming an approved Community Partner for Elite Academic.



Purchase Order Contract Terms

The Community Partner providing instructional services will be referred to as CP, Accounts Payable will be referred to as AP, and Community Relations will be referred to as CR.

In consideration set forth below, CP agrees that CP can provide services to Elite students pursuant to the terms set forth in this Agreement.

- 1. The CP will <u>NOT</u> begin services without a signed PO issued from AP.
- 2. The CP's services are <u>supplemental to</u> the CORE educational services provided by our Credentialed Elite Educators to our students and does <u>not replace those services.</u>
- 3. The CP's services provided **DO NOT** serve as a private school (students are not allowed to attend any facility 4-5 days a week or receive any of their CORE Education from the CP).
- 4. The CP's fees agreed to in this Purchase Order will remain in effect during the 2022-2023 year, and the CP will not increase their fees during the 2022-2023 school year.
- 5. Elite will only pay the price and for the number of classes listed on the PO. All CPs are responsible to reconcile POs with their invoices.
- 6. The CP is not authorized to provide any services that are not listed or are inconsistent with the applicable PO, and CP acknowledges that **Elite** will not pay for any services that are not explicitly identified in the PO.
- 7. The CP will not provide services and Elite will not pay for services that are sectarian or denominational because **Elite** is a public charter school using taxpayer money.
- 8. AP will only make payment for CP's services after services have actually been performed.

9. <u>The CP will not be reimbursed for any services provided to their child/children.</u>

- 10. If the CP is already otherwise employed as a teacher by Elite, it is not allowed to provide CP services to students from their active student roster.
- 11. All CPs shall submit a DOJ Live Scan for **Elite**, (forwarding a copy of a DOJ Live Scan for another entity cannot be accepted). The Community Relations department has included this form in each packet.



- 12. If CP has employees/contractors who will have contact with students, CP shall conduct a criminal background check of all such persons using DOJ Live Scan and certify via the Employer Fingerprinting Clearance Form that all have been cleared and that none have been convicted (or has a criminal action pending) of a violent or serious felony as set forth therein. CPs are financially responsible for their employees' DOJ Live Scan fees.
- 13. The CP is responsible for having all new employees/contractors (hired subsequent to being approved as a CP) cleared using DOJ Live Scan prior to having any direct contact with students. CP shall provide Elite with an updated certification pursuant to Employer Fingerprinting Clearance Form for each new employee/contractor. CP shall continually monitor the status of all its employees/contractors to ensure that any certification provided to Elite pursuant to Employer Fingerprinting Clearance Form remains valid and accurate.
- 14. The CP shall notify the Community Relations Department (CR) via email <u>communityrelations@eliteacademic.com</u> immediately of any adverse DOJ report, as well as any change of status of CP or its employees/contractors, which would render any previously submitted DOJ clearance or certification pursuant to the Employer Fingerprinting Clearance Form invalid or inaccurate.
- 15. The CP shall only service students from the first day of school through the last day of school.
- 16. The CP agrees that its invoices must be submitted <u>the following month</u> after services have been rendered <u>in the prior month</u> to the AP department at <u>acctspayable@eliteacademic.com</u>.
- 17. <u>All CP invoices must reference the appropriate PO number. AP will attempt to alert CPs of discrepancies, but the CP is responsible for submitting invoices with accurate information and acknowledges that such errors may result in processing delays where payment may not be sent until the following month.</u>
- 18. All CP final invoices must be sent by June 15, 2023.
- 19. AP processes invoices from CPs in two ways: (1) Community Partners that utilize our ACH payment option are paid on "net 30" terms; and (2) Community Partners requesting manual checks will be paid on "net 45" terms.
- 20. Elite reserves the right to **modify the above payment options terms** in the event the state of California defers scheduled payments to public schools.
- 21. This Purchase Order Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. This contract, as well as the independent contractor relationship, can be terminated by either the CP or Elite at any time for any reason.



- 22. The CP shall have its own liability insurance and furnish a copy of a declaration page or proof of insurance card showing that coverage is in force (*with Elite Academic Academy named as a Certificated Holder*) while they are providing services to students. If coverage expires during the school year, it is the CP's responsibility to (a) renew coverage and (b) send a copy of their updated declaration page or new proof of insurance card to CR to prove they have active coverage within 30 calendar days from the renewal date. CPs who do not update their insurance information will be in breach of this agreement, which would result in immediate termination. We do not accept CPs who do not have their own liability insurance and instead rely on students to purchase their own insurance coverage from a 3rd party.
- 23. Indemnity--All work, services, and obligations performed by or required of CP under this Purchase Order Contract shall be at the risk of CP exclusively, and CP shall indemnify, defend, and hold harmless Elite, its officers, officials, employees, and volunteers from and against all of the following: Any and all liability, claims, damage, costs, expenses, awards, fines, judgments, and attorney fees (including, without limitation, costs, attorney fees, expert witness fees, and other expenses of litigation) of every nature arising out of or inconnection with CP's work, service, and obligations hereunder, excluding those claims, liabilities, damages or judgments arising from the sole active negligence or willful misconduct of Elite. The indemnity requirements provided herein shall survive the termination or expiration of the contract.
- 24. The application process for becoming a CP will be reviewed and submitted yearly for approval by the Community Relations Team.
- 25. The CP represents that none of its employees, agents, or principals are related to or have business relationships with any employees, agents, or principals of Elite.

By signing below, you <u>AGREE</u> to the above contract terms and understand that any deviation from these terms will result in the removal of approved Community Partner status.

Print Name

Title

Signature

Date



Process and Procedures for Community Partners

- 1. The parent or legal guardian should contact the Community Partner for pertinent information regarding available services, including but not limited to: time, location, and price.
- 2. The parent or legal guardian should contact their Elite Educator, who will place a PO for services.
- 3. Each signed PO will be processed by AP and emailed to the Community Partner.
- 4. Community Partner will provide only those services which are identified on the PO. POs may not be changed by the Community Partner once issued. Please check the cost for the service and number of services to be provided. If there is any kind of error or discrepancy, Community Partners are responsible for contacting AP via email to address the issue in a timely manner.
- 5. Once services are completed, the Community Partner should submit an invoice via email or by utilizing the Elite Online Purchasing System (OPS). Invoices should be sent to AP by the month following the rendition of services.
- 6. AP processes invoices from Community Partners in two ways: (1) Community Partners that utilizes our ACH payment option are paid on "net 30" terms: and (2) Community Partners requesting manual checks will be paid on "net 45" terms.
- 7. Elite reserves the right to **modify the above payment options terms** in the event the state of California defers scheduled payments to public schools.

ELITE WILL NOT:

- 1. Be liable or pay for any services you, as a Community Partner, provided prior to the issuance of a valid PO.
- 2. Provide payment before services have been rendered.
- 3. Issue payment if an invoice is not properly submitted e.g. missing the matching PO number and/or the date(s) of service, the student, or classes listed on the invoice do not match the PO. AP will attempt to assist the Community Partner in providing the necessary and correct information, but processing delays may cause payment to be delayed until the issue is resolved.

Elite reserves the right to terminate this agreement for non-compliance -e.g. if a Community Partner repeatedly fails to turn in an invoice with attendance dates or provides services and issues invoices without a pre-approved PO.

If a Community Partner is reported upon by the DOJ or if there is any incident that potentially puts students at risk, we will investigate the matter and may terminate this agreement immediately to protect the safety of and well-being of its students.

By signing below, the Community Partner acknowledges and accepts the aforementioned policies and procedures.

Print Name

Title

Signature

Date



EMPLOYER FINGERPRINTING CLEARANCE FORM

_(Community Partner), have conducted a criminal I hereby certify that I, background check of all employees/contractors who will have contact with students, through the Department of Justice (DOJ), in accordance with Education Code Section 45125.1 and I certify to Elite, that no employee/contractor of the COMMUNITY PARTNER working with students of Elite has been convicted of a violent or serious felony as defined by Penal Code 667.5(c) and 1192.7(c), or any other applicable statute, nor has a criminal action pending upon charges of commission of a violent or serious felony as defined therein.

List all employees/contractors who will have contact with Elite students. You may attach another sheet, if necessary.

1	3					
2	4					
□Check box AND initial if no employees.	/contractors.					
Please select one:						
□has completed and ret	urned the Live Scan included in this Community Partner packet.					
□has	has provided Company ORI Number issued by the DOJ (all documentation must be provided)					
Community Partner (if different from below)	ORI Number issued by DOJ					
Print Name	 Title					
Signature	Date					



Live Scan* Fingerprinting Information Sheet

<u>NOTE</u>: The cost of Live Scan Fingerprinting is the responsibility of the Community Partner.

Three (3) copies of the DOJ form have been included in the Community Partner packet. <u>You will need to fill</u> out all 3 copies and take them to the fingerprinting service office of your choice and have the Live Scan* operator fill in all 3 when done.

- 1. The Live Scan Fingerprinting (DOJ) Form is attached. We have filled out all appropriate sections prior to sending the form to the Community Partner.
- 2. Community Partner is responsible for properly filling out the applicant information section ONLY and scheduling a Live Scan appointment with an approved Live Scan Operator**

**For a list of Live Scan Operators visit: <u>https://oag.ca.gov/fingerprints/operators</u>

- **3.** Community Partner is responsible for ensuring that the Live Scan Operator completely fills out the last section on the form.
- 4. Each Community Partner needs to ensure that the Live Scan operator maintains one copy for their records, returns one copy of the completed Live Scan form to Elite with the completed Community Partner packet, and keeps one copy for his/her records.
- 5. Community Partner is responsible for any and all fees owed to the Live Scan Operator at the time of services.
- 6. Once the Community Partner's fingerprints are processed by the U.S. Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI), we will review the entire application and make a determination as to whether or not the applicant should be added to the Approved Community Partner List.



Reset Form

Print Form

REQUEST FOR LIVE SCAN SERVICE

Applicant Submission					
AM762	Volunteer/Vendor				
ORI (Code assigned by DOJ)	Authorized Applicant Type				
Type of License/Certification/Permit OR Working Title (Maximum 30 characters	- if assigned by DOJ, use exact title assigned)				
Contributing Agency Information:					
Elite Academic Academy	23240	23240			
Agency Authorized to Receive Criminal Record Information	Mail Code (five-digit code assigned by DOJ)				
43414 Business Park Drive Street Address or P.O. Box	Meghan Freeman Contact Name (mandatory for all school submissions)				
TemeculaCA92590CityStateZIP Code	(866) 354-8302 ext 702 Contact Telephone Number				
Applicant Information:					
Last Name	First Name	Middle Initial Suffix			
Other Name	First	Suffix			
Date of Birth Sex Male Female	Driver's License				
Height Weight Eye Color Hair Color	Billing Number				
Place of Birth (State or Country) Social Security Number	(Agency Billing Number) Misc. Number				
Home	(Other Identification Number)				
Address Street Address or P.O. Box	City	State ZIP Code			
Your Number: OCA Number (Agency Identifying Number)	Level of Service: 🔀 DOJ 🕱 FB	I			
If re-submission, list original ATI number: (Must provide proof of rejection)	Original ATI Number				
Employer (Additional response for agencies specified by statute):				
Employer Name	Mail Code (five digit code assigned by DOJ)				
Street Address or P.O. Box					
City State ZIP Code	Telephone Number (optional)				
Live Scan Transaction Completed By:					
Name of Operator	Date				
Transmitting Agency LSID	ATI Number Amount	Collected/Billed			
URIGINAL - LIVE SCAN OPERATOR SECOND COPY - AP	Dilcant THIRD COPY (II needed) - Requesti	ng Agency			



Reset Form

Print Form

REQUEST FOR LIVE SCAN SERVICE

Applicant Submission						
AM762		Volunteer/Vendor				
ORI (Code assigned by DOJ)			Authorized Applicant Type			
Type of License/Certification/Pern	nit <u>OR</u> Working ⁻	Title (Maximum 30 characters -	if assigned by DOJ, use exact title assigned)			
Contributing Agency Information	on:					
Elite Academic Academy			23240			
Agency Authorized to Receive Criminal Record Information			Mail Code (five-digit code assigned by DOJ)			
43414 Business Park Drive Street Address or P.O. Box			Meghan Freeman Contact Name (mandatory for all school submissions)			
Temecula	CA	92590	(866) 354-8302 ext 702			
City	State		Contact Telephone Number			
Applicant Information:						
Last Name			First Name	Middle Initial S	Suffix	
Other Name						
(AKA or Alias) Last			First	S	Suffix	
Date of Birth Se	x 🗌 Male 🗌] Female	Driver's License			
Height Weight	Eye Color	Hair Color	Billing Number (Agency Billing Number) Misc.			
Place of Birth (State or Country)	Social Security	Number	Number(Other Identification Number)			
Home			City	State ZIP Code		
Address Street Address of F.O. Box			City			
Your Number:OCA Number (Age	ncy Identifying Number)		Level of Service: 🔀 DO.	Ј [Ҳғві		
If re-submission, list original A (Must provide proof of rejection	TI number:		Original ATI Number			
Employer (Additional response	e for agencies s	specified by statute):				
Employer Name			Mail Code (five digit code assigned	by DOJ)		
Street Address or P.O. Box						
City	State	ZIP Code	Telephone Number (optional)			
Live Scan Transaction Comple	eted By:					
Name of Operator			Date	_		
Transmitting Agency	LSID		ATI Number	Amount Collected/Billed		
					_	



Reset Form

Print Form

REQUEST FOR LIVE SCAN SERVICE

Applicant Submission							
AM762			Volunteer/Vendor				
ORI (Code assigned by DOJ)			Authorized Applicant Type				
Type of License/Certification/Perm	nit <u>OR</u> Working	Title (Maximum 30 characters - i	f assigned by DOJ, use exact title assigned)				
Contributing Agency Information	on:						
Elite Academic Academy			23240				
Agency Authorized to Receive Crimin	al Record Informa	tion	Mail Code (five-digit code assigned	d by DOJ)			
43414 Business Park Drive Street Address or P.O. Box			<u>Meghan Freeman</u> Contact Name (mandatory for all s	chool submiss	ions)		
Temecula	CA	92590	(866) 354-8302 ext 702				
City	Stat	e ZIP Code	Contact Telephone Number				
Applicant Information:							
Last Name			First Name		Middle	Initial	Suffix
Other Name			First				Suffix
(AKA or Alias) Last			FIISC				Sullix
Date of Birth Se	x Male	Female	Driver's License				
Height Weight	Eye Color	Hair Color	Billing Number(Agency Billing Number)				
Place of Birth (State or Country)	Social Security	y Number	Misc. Number (Other Identification Number))			
Home							
Address Street Address or P.O. Box			City		State	ZIP Cod	е
Your Number:			Level of Service: 🛛 🖂 DO	J 🗙 FB	31		
OCA Number (Age	ncy Identifying Number)	1					
If re-submission, list original A (Must provide proof of rejection			Original ATI Number				
Employer (Additional response	e for agencies	specified by statute):					
Employer Name			Mail Code (five digit code assigned	d by DOJ)			
Street Address or P.O. Box							
City	State	ZIP Code	Telephone Number (optional)				
Live Scan Transaction Comple	eted By:						
Name of Operator			Date				
Transmitting Agency	LSID		ATI Number	Amount	Collected	/Billed	

► Go to www.irs.gov/FormW9 for instructions and the latest information.

	2 Business name/disregarded entity name, if different from above	
Is on page 3.	following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)
type	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)	· · · · · · · · · · · · · · · · · · ·
Print or type. Specific Instructions	II C if the II C is classified as a single-member II C that is disregarded from the owner unless the owner of the II C is	Exemption from FATCA reporting code (if any)
ecit	□ Other (see instructions) ►	(Applies to accounts maintained outside the U.S.)
See Sp	5 Address (number, street, and apt. or suite no.) See instructions. Requester's name an	d address (optional)
0)	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	
Par	t I Taxpayer Identification Number (TIN)	
		urity number
reside	p withholding. For individuals, this is generally your social security number (SSN). However, for a ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other estimates, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>] - [] - []]

TIN, later.	or
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and	Employer identification number
Number To Give the Requester for auidelines on whose number to enter.	

Certification Part II

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign	Signature of
Here	U.S. person >

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)

Date 🕨

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest),
- 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Community Partner Cost/Rate Sheet

Our Community Partners are very important to us, and we want to ensure that students are served, and that Community Partners have the opportunity to provide them services. We have designed this Cost/Rate page to help inform parents and students of the cost of your In-person and Virtual enrichment options. If there is an enrichment option that you do not provide, please indicate N/A in the space(s).

This sheet must be completed in order for students to participate in your offerings.

Enrichment Services Offered	In-Person Services Cost	Virtual Services Cost



<u>Community Partner Virtual and In-Person</u> <u>Enrichment Services Plans</u>

Include your plans as to how you will be providing our students virtual and in-person enrichment services.

*If you do not provide either Virtual and/or In-Person Enrichment Services, please enter N/A in the space(s) provided below.

Virtual Enrichment Services Plan:
In-Person Enrichment Services Plan:



Community Partner Marketing Information

Our Community Partners are very important to us. In an incredibly competitive market, we want to ensure that students are served, and that Community Partners meet desired goals. We have designed this page to help us get a clear understanding of how we can effectively inform parents and students about the services offered and how they align to Common Core Standards.

Website name/address:

Social Media (please list all forms of social media, Facebook, Instagram, Snapchat, etc.):

Please attach a short write up about your company, and provide your personal resume. Please explain what academic subject your business offers students and how it supplements the core Academic Program at Elite Academic Academy.

Please be sure to attach any flyers and marketing materials along with your Community Partner paperwork.

Please send any reviews that you may have received since your business has been established (Yelp, Angie's List, Craigslist, etc.)





Рното воотн

UNLIMITED COLOR OR BLACK & WHITE PHOTOS ONE 4X6 OR TWO 2X6 PHOTOS PRINT ONLINE PASSWORD PROTECTED GALLERY FUN PROPS PERSONALIZED GRAPHIC FOR PHOTO STRIP CHOICE OF OVER 20 BACKDROPS TO CHOOSE FROM PHOTOBOOTH ATTENDANT DELIVERY, SETUP AND BREAKDOWN

ADD-ON

SCRAPBOOK	\$150	CUSTOM BACKDROPS	\$275-350
Photobook	\$150	HEDGE WALL	\$250
DOUBLE PRINTS	\$75	CUSTOM VIDEO	\$100

\$600 FULL EVENT

CALL 1.866.59.EVENT OR TEXT 619.796.9991

LU= \$300.00 ME= \$300.00

Total Cost Split Between Schools

1/1

Professional Development/Mountain Empire

FROM	Hawk	Ranch
FROM	Hawk	Rancr

TO Elite Academy/ Professional Development (Attn: Meghan Freeman)

QUOTE 5054616 **ISSUED** April 4, 2022

ITEM	QUANTITY	PRICE	TOTAL
Proposed date of Tuesday, June 14, 2022 13 round tables with linens. 13 centerpieces set up and breakdown Italian lunch water, lemonade and ice tea bar	3	\$600.00	\$1,800.00
Catered Lunch Catering 2 salads 2 pastas with protein bread and butter plates, napkins servers for Buffets Dessert	125	\$50.00	\$6,250.00
Graduation Graduation from 4:30 (guest will arrive) Serving 200 guest (Jersey Mikes) 4;30 to 6:00 pm 6:00 pm to 9 pm Graduation Venue Time (4 hours)	3	\$1,200.00	\$3,600.00
Security Guards w/PARKING ATTENDANTS We are a licensed and permitted venue. We do not have a liquor license, therefore we do have a licensed bartending service that is required to serve all alcohol with a security team to be on the premises. We also need security of over 50 guests. One security person per 50 guests. One Security guards is \$400. two Security guards is \$800 three Security guards is \$1200 four Security guards is \$1600	4	\$400.00	\$1,600.00

ITEM	QUANTITY	PRICE	TOTAL
Extra Chairs We will rent 250 chairs (white resin chairs) We will use 150 we have at the venue	250	\$5.00	\$1,250.00
Balloons for Decor Two large 24 ft Balloon arches at the arbor that was shown to Teresa Two Pillar of balloons set up	2	\$500.00	\$1,000.00
Jersey Mikes Lunch Boxes 5 different sandwiches to choose from chips cookie	200	\$10.00	\$2,000.00
 1024 Events & Productions (quote will be sent as well) -Large 4 Speakers Sound System 2 wireless microphones -Podium -Live Streaming Zoom Package with 2 camera/2 camera operators -AV Tech Team to Run Video, Audio, and Strike for Event -80" TV's on Stands -Photobooth w/Large 6 x 8 SIngle Prints Super Fun DJ! wit 10 uplights Lighting on Ceremony Arbor Waived Delivery, Setup, Break Down ad Labor The difference between our vendor that knows Hawk Ranch 1024 Events & Productions \$7800 (includes more plus DJ and Photobooth) and Southern Calif Sound Stage & Lighting Corp is \$8621.81 about a 2900 savings 	1	\$7,800.00	\$7,800.00
Service Charge 20% service charge	1	\$5,081.31	\$5,081.31
	D Riverside County	Subtotal: iscount (50.00%): Sales Tax (8.75%)	\$30,381.31 -\$15,190.66 \$721.88
		Total:	\$15,912.53

Type your name

ISSUED

Professional Development 5/7/22 (Mountain)



March 31, 2022

FROM Hawk Ranch

TO Elite Academy/ Professional Development (Attn: Meghan Freeman)

ITEM QUANTITY PRICE TOTAL Proposed date for Saturday May 7th, 2022 (Mountain) 1 \$4,900.00 \$4,900.00 -125 Guest Count/ Venue Fee -4 hour venue time 6pm-10pm (exclusivity to only your event on) -Set up as early as 2pm -Venue Fees Includes: -White padded Chairs for Ceremony up to 150 guest -60 inch round tables and white padded chairs for reception -Black Linens for 13 round tables with seating for 10 -Set up and break down of event -Venue Staff -Soft drink station of Lemonade, Tea and Water *****Restrictions Include: no confetti, no open flame, no Jewels or marbles, no fake rose petals Taco Truck for Catering 125 \$6,250.00 \$50.00 Taco Truck Includes: -Three Meats (Carne Asada, Pollo Asada, Al Pastor) -Cheese Enchiladas -Rice and Beans -Chips and Salsa -Salsa Bar with Toppings -Cheese Quesadillas -Chicken Flautas

1

\$1,250.00

DJ Photo Booth with 1024 Productions and Uplighting.

\$1,250.00

Smores Bar for Desserts Includes: Graham Cracker Hershey's Chocolates Marshmallows Skewers	125	\$4.00	\$500.00
Service Charge 20% service charge	1	\$2,533.88	\$2,533.88

	,945 . 13
Total Due without Tax: \$1	4,662.19
	5,433.88 \$771.69)

To indicate your acceptance of the above, sign below.

	BENEFITS/STIPENDS	
Health Benefits Allowance	\$900 per eligible month	32+hours/week
Cash In Lieu of Health Benefits	\$200 per eligible month	32+hours/week
Mileage/Travel Stipend		
Full-Time Classified Staff/Certificated Teachers		
Coordinators/Assitant Directors/Directors		
Full-Time Remote Staff		Note: Base salary reduced by \$10,000
CEO	By Contract	
Certificated Teaching Staff Stipends	Annual Amount	Monthly Amount
Lead Teacher	Low - 10,000	
	Mid - 15,000	
	High - 20,000	
Masters Degree		125
Doctorate/PHD		166.67
Large Academcy (600+ students)		
SPED Program Specialist	\$10,000	
MTSS	\$25,000	
Marketing	\$15,000	1250
Retirement Benefits		
403B -Classified		
STRS- Certificated	19/10% (not yet confirmed)	

	CLASSIFIED STAFF SALARY RANGE 2022/2023	
Cabinet/Directors		
Elite Cabinet	By contract	* Split between both charters
Elite Director	Low - 125000	* Split between both charters (228 calendar
	Mid - 136000	
	High - 148000	
Human Resources		
Administrative Assistant	\$20-\$30 per hour	238 calenda
Temp Year-Round Administrative Assistant	\$15-\$20 per hour (PT)	Temp calenda
Operations		
Admissions Clerk	\$20-\$25 per hour (PT)	238 Calenda
Temp Year-Round Admissions Clerks	\$20-\$25 per hour (PT)	Temp calendar
Business Department		
IT Technology Support Coordinator	\$55,000-\$65,000	238 Calenda
IT Technology Support	\$18-25 per hour (FT or PT)	238 Calenda
Business Clerks	\$18-\$25 per hour (FT or PT)	238 Calenda
Temp Year-Round Business Clerks	\$18-\$25 per hour (PT)	Temp calenda
Temp Year-Round Community Relations Clerk	\$18-\$25 per hour (PT)	Temp calenda
Community Relations Clerk	\$18-\$25 per hour (FT or PT)	238 Calenda
Community Relations Lead		238 Calenda
	Low - \$222/day	\$52,83
	Medium - \$242/day	\$57,59
	High - \$263/day	\$62,594
Athletic Department		
CTE Liaison		221 Calenda
	Low - \$288/day	\$63,648
	Medium - \$312/day	\$68,952
	High - \$336/day	\$74,256
Academics		
Instructional Aide	\$18-\$22 per hour (PT and/or FT)	238 Calenda
MTSS Instructional Aide	\$28-\$33.25 per hour (PT and/or FT)	238 Calenda 238 Calenda
Student Support Services Liaison	\$15-\$20 per hour (PT)	238 Calenda
SPED Liaison	\$20-\$26 per hour (PT and/or FT)	238 Calenda 238 Calenda
SPED Administrative Assistant		238 Calenda 238 Calenda
	Low - \$285/day	
		\$69,02
	High - \$290/day High - \$295/day	\$69,020 \$70,210
	High - \$295/day	\$70,210

	CEDTIFICATED CTAFE C	ALARY RANGE 2022/2023	
Cabinet/Directors	CERTIFICATED STAFF S	MLANT NAIVOE 2022/2023	
Cabinet	By Contract		* Split between both charters
Director	\$125,000 - \$148,000		* Split between both charters (228 calendar)
Low	\$125,000		
Medium	\$136,000		
High	148,000 \$105,000-\$125,000		*Calls battures bath shorters (201 aslandar)
Assistant Director	\$105,000		*Split between both charters (221 calendar)
Medium	\$105,000		
High	\$115,000		
Coordinator	\$105,000 - \$125,000		
Low	\$90,000		
Medium	\$100,000		
High	\$110,000		
Teachers			
Full-Time Special Education - Education Specialist		11 month (186 Day Calendar)	12 month (221 Day Calendar)
Low	\$424/day	\$78,864	\$93,704
Medium	\$462/day	\$85,932	102,102
High	\$504/day	93,744	111,384
Part-Time Special Education - Education Specialist			
Low	\$53.00/hr		
Medium	\$57.75/hr		
High	\$63/hr		
Full-Time Teachers of Record, CTE Teachers,			
Content Teachers, TOSA, and Instructional Learning Coaches		11 month (186 Day Calendar)	12 month (221 Day Calendar)
Low	\$335/day	\$62,310	\$74,035
Medium	\$355/day \$365/day	\$67,890	\$80,665
High	\$305/uay \$400/day	\$77,400	\$88,400
Part-Time Teachers of Record, CTE Teachers,	5400/udy	\$74,400	\$88,400
Content Teachers, TOSA, and Instructional Learning			
Low	\$41.88/hr		
Medium	\$45.63/hr		
High	\$50/hr		
Other			
Counselor		11 month N/A	12 month (221 calendar)
Low	\$372/day		82,212
Medium	\$405/day		\$89,505
High	\$441/day		\$97,461
Social Worker		11 month (186 Day Calendar)	12 month (221 Day Calendar)
Low	\$268/day		\$59,228
Medium	\$292/day	\$54,312	\$64,532
High	\$318/day	\$59,148	\$70,278
School Psychologist		11 month (186 Day Calendar)	12 month (221 Day Calendar)
Low	\$582/day	\$108,252	\$128,622
Medium	\$634/day	\$117,924	\$140,114
High	\$691/day	\$128,526	\$152,711
Speech and Language Pathologist		11 month (186 Day Calendar)	12 month (221 Day Calendar)
Low	\$505/day	\$93,930	\$111,605
Medium	\$550/day	\$102,300	\$121,550
High	\$600/day	\$111,600	\$132,600
Speech Language Pathology Assistant		11 month (186 Day Calendar)	12 month (221 Day Calendar)
Low	\$240/day	\$44,640	\$53,040
Medium	\$320/day		\$70,720
High	\$400/day	\$74,400	\$88,400
Temp Employees			
Year Round Temp Teacher of Record (Full Time)	\$6000 stipend (\$450 mileage stipend)		Temp calendar
Year Round Temp Content Teacher	\$41.88/hour (PT)		Temp calendar
* Admin has the sinkton place on small	Madium at the answer based as		
* Admin has the right to place an employee on the Lo	w, wedum or high pay range based on:		
#1) Years of experience in the field #2) Years of experience working for FAA			

#2) Years of experience working for EAA

Elite Academic Academy - Mountain Empire	Mountain Empire								
Charter School Capital Funding Proposal - May 2, 2022	Iding Proposal - N	May 2, 2022						Discount Rate	Interest Rate
								Calculated by	Calculated by
							Annualized	Charter	Charter
							Interest Rate	School	School
							(Interest Cost	Capital	(Interest Cost
							divided by	(Interest Cost	divided by
			# Days			Repayment	Loan Amount	divided by	Repayment Amount
	Funding Date	Funding Date Maturity Date Outstanding Loan Amount Interest Cost	Outstanding	Loan Amount	Interest Cost	Amount	outstanding)	Repayment Amount)	outstanding)
OPTION 1 :									
June LCFF FY22-23	5/10/2022	7/15/2022	66	\$250,025.00	\$250,025.00 \$2,775.00 \$252,800.00	\$252,800.00	6.05%	1.10%	5.99%
OPTION 2:									
August LCFF FY22-23	5/10/2022	9/15/2022	128	\$183,534.00		\$4,366.00 \$187,900.00	6.69%	2.32%	6.54%
August In-Lieu FY22-23	5/10/2022	8/15/2022	97	\$66,509.00	\$1,191.00	\$67,700.00	6.65%	1.76%	6.53%
				\$250,043.00	\$5,557.00	\$5,557.00 \$255,600.00			

^ what we would like to proceed with

FUNDING ESTIMATE CONFIDENTIAL

Funding Estimate for Elite Academic Academy - Mountain Empire

Thank you for requesting information from the Charter School Capital team to support the educational efforts at Elite Academic Academy - Mountain Empire. Below please find the information requested.

Our team is committed to your success. We are here to help you access, leverage, and sustain the resources you need to thrive, so you can focus on what matters most - educating students. Since 2007, we have put more than \$2.5 billion to work for 800+ charter schools educating more than 1,550,000 students nationwide. We look forward to supporting your charter school.

Questions? Please contact:	Amount Requested:	\$ 250,000
Michelle Lohner - (971) 276-4579		
mlohner@charterschoolcapital.com		

Elite Academic Academy - Mountain Empire

Receivable	Target Funding Date	Gross Receivable Value	Initial Purchase Face Value	Max Def. Purchase Price	Discount	Discount %	Upfront Purchase Price
August LCFF FY22-23	05/10/2022	\$265,771	\$ 187,900	\$ 77,871	\$ 4,366	2.32%	\$ 183,534
August In-Lieu FY22-23	05/10/2022	\$95,751	\$ 67,700	\$ 28,051	\$ 1,191	1.76%	\$ 66,509
Total		\$361,522	\$255,600	\$105,922	\$5,557	2.17%	\$250,043
				Ini	tial Purchase Face	2	\$ 255,600
				Di	scount		\$ 5,557
				U	ofront Purchase Pr	ice	\$ 250,043

Estimates only. To be finalized at closing.

Program Fee

Transaction Fee

Net to School

Page 1

CONFIDENTIALITY: This Funding Estimate has been prepared for your school on a confidential basis. This Funding Estimate is the property of Charter School Capital and shall not be distributed to any third party without the express prior written consent of Charter School Capital.



Charter School Capital 222 SW Broadway, Suite 1800 | Portland, Oregon 97205 Phone: 503-227-2910 | Toll Free: 877-272-1001

growcharters@charterschoolcapital.com charterschoolcapital.com ©2021 Charter School Capital, Inc. All rights reserved.

\$0

\$0

\$ 250,043

FUNDING ESTIMATE

Important Information

- 1. The price at which Charter School Capital can purchase Receivables is based on short-term interest rates, including the official London Interbank Offered Rate, or LIBOR, and the Prime Rate, and any other interest rate as may be applicable to Purchaser from time to time and the characteristics of the Receivables to be purchased. The payment to your school will be based on realized attendance and the then-prevailing rate.
- 2. The Funding Estimate is based on an estimate of projected Receivables. This Funding Estimate is only a preliminary assessment, not a promise or guarantee to provide funding. Charter School Capital relies primarily on the credit markets to provide funds to charter schools. These markets necessarily carry risk regarding the timing and availability of funds. In addition, the actual financing is subject to completion of our due diligence, the execution and delivery of a receivables purchase agreement and related documentation, and the satisfaction of all the conditions to closing specified in the receivables purchase agreement.

Funding made or arranged pursuant to California Finance Lenders Law license #603F028, and Florida Commercial Collection Agency (FCCA) license #COM9900288.

Page 2

CONFIDENTIALITY: This Funding Estimate has been prepared for your school on a confidential basis. This Funding Estimate is the property of Charter School Capital and shall not be distributed to any third party without the express prior written consent of Charter School Capital.



Charter School Capital 222 SW Broadway, Suite 1800 | Portland, Oregon 97205 Phone: 503-227-2910 | Toll Free: 877-272-1001 growcharters@charterschoolcapital.com charterschoolcapital.com ©2021 Charter School Capital, Inc. All rights reserved.



Sales Order for Elite Academic Academy



Thanks again for the opportunity to present this proposal. Below, please find our proposed solution and its expected business impact. We have also included our recommended implementation, training and pricing plans. I look forward to hearing from you. Please let me know if you have any questions.

Sincerely, Elizabeth Pratt

About monday.com

monday.com is a Work OS, where teams plan, run and track their processes, projects, and everyday work seamlessly. Teams can shape any workflow, code-free, within minutes, automate manual work and push projects forward, while connecting distributed teams and strengthening remote collaboration.

The platform's features include: customizable workflow templates, time tracking, automations, data dashboards, and integrations with popular tools. Thousands of companies around the world connect their teams on <u>monday.com</u>

Trusted by 130K+ customers, across 200+ industries, from 190+ countries





monday.com Ltd 6 Yitzhak Sadeh St., Tel-Aviv, Israel 6777506. Israel Tel.: 077-3180262 Fax: 077-3180262 Company Number: 514744887

To: Meghan Freeman Company Legal Name: Elite Academic Academy Tax ID: 82-4453363 **Billing Address:** 43414 Business Park Drive, Temecula, California,92590, United States Sales Rep: Elizabeth Pratt MO-91843

Sold-To Name: Elite Academic Academy Sold-To Address: 43414 Business Park Drive, Temecula, California, 92590, United States

Order Date: Valid Date: Jun 11, 2022

Pricing Summary

Description	List Price	Seats	Hours	Duration	Plan Period	Start Date	End Date	Discount \$	Net Price
monday.com Work OS - Enterprise Plan	\$38.00	120	-	10.5	Yearly	May 2, 2022	Mar 14, 2023	\$11,970.00	\$35,910.00
Onboarding Support - Bronze	\$0.00	-	2	-	-	May 2, 2022	-	\$0.00	0
Customer Success Manager Plan: Gold 6 Strategic Touchpoints 10 Consulting Hours (Per Year)	\$0.00	-	-	10.5		-	-	\$0.00	0
Account Balance Carryover	(\$16.00)	120	-	10.5		May 2, 2022	Mar 14, 2023	-	(\$20,160.00)
								Total List Price	\$47,880.00
								Discount	25%
								Total Net Price	\$15,750.00

Onboarding Expiration Date is Jul 1, 2022

Activation Period: -

Payment Terms: Net 30

If this Sales Order is not returned signed by Customer by Jun 11, 2022, this offer expires.

This SO does not reflect any applicable taxes that may arise as a result of this SO. If monday.com is registered to collect and remit such applicable taxes (e.g. sales tax, VAT, etc.) monday.com will set forth such taxes in the applicable invoice related to this SO. Customer hereby acknowledges and agrees that the shipping and billing information set forth in this SO may be relied upon by monday.com for purposes of calculating such taxes.

Purchase Order Form - monday.com services

This Sales Order form (the "Order") for monday.com services as described above (the "Services") is issued under and shall be governed by monday.com's Terms of Service available at: https://monday.com/terms/tos (the "Terms") and any addendum thereto entered into by the parties in writing ("Addendum"); however, if a SaaS agreement was signed by monday.com Ltd. and the customer identified above (the "Customer") in respect of the Services (the "Agreement") then the engagement hereunder shall be governed by the Agreement. This Order, Terms, Addendum and Agreement (as the case may be) and any exhibits or appendices referred therein, constitute the entire agreement by and between monday.com and Customer in respect of the provision of the Services. Any other arrangements, either oral or in writing, in respect of the Services shall have no force or effect.

Between Schools

LU= \$7,875.00 ME= \$7,875.00

//. monday.com

Wire Transfer Details:

Silicon Valley Bank (SVB) Address- 3003 Tasman Drive, Santa Clara CA 95054 Account: USD Current Account Account Number: 3302427575 Routing Number: 121140399 SWIFT Code: SVBKUS6S

Name: Meghan Freeman Title: CEO Date: Apr 29, 2022 9:37:37 AM UTC-0700 Signature:



- If you are exempt from paying sales tax please attach a tax exemption certificate in order for us to process the correct invoice
- If you require a purchase order number to be quoted on the invoice, please attach a copy of the Purchase Order.
- Please confirm the finance contact, preferably an accounts payable e-mail address, where invoices should be sent

5.3 Sick Time

We provide paid sick time to eligible employees to provide protection against loss of income if you are ill or injured or if you need time off from work for necessary or routine health care for yourself or an immediate family member. Immediate family includes: a biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands in loco parentis; a biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor; a spouse; a registered domestic partner; a grandparent; a grandchild; or a sibling. The designation of sick leave taken for a family member shall be made at the sole discretion of the employee.

Accrued paid sick leave time is available to all employees who have worked in California for 30 or more days within a year from the beginning of employment.

Accrual:

Accrual of paid sick leave shall begin on the first day of employment.

All employees of the Organization, including part-time, seasonal, and temporary employees, will earn at least one hour of paid sick leave for every 30 hours worked but total accrued sick leave may not exceed forty-eight (48) hours or six (6) days.

Unused accrued paid sick leave shall carry over to the following year of employment.

No paid sick leave will accrue during an unpaid leave of absence.

The Organization shall provide employees with written notice of the amount of paid sick leave available for use each payday on the employee's paycheck or in a separate writing.

Use:

An employee may use accrued paid sick time beginning on the 90th day of employment.

Eligible employees who are ill or injured and anticipate being away from work for more than 5 business days should speak with their health care provider or our Human Resources Department for information about Leave of Absence (LOA) or State Disability Insurance benefits.

Basis for Paid Sick Leave

Paid sick leave may be used for the following purposes:

(1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's immediate family member; and

(2) For an employee who takes time off pursuant to the Organization's policy on Leave Due to Domestic Violence, Sexual Assault, or Stalking.

Permissible Increments of Paid Sick Leave

Paid sick leave may be taken in increments of two hours. If an employee must be away from work for a portion of any workday for the bases listed above, the hours missed will be charged against the employee's paid sick leave.

Compensation for Paid Sick Leave

The rate of pay for paid sick leave shall be the employee's regular rate of pay. If the employee had different hourly rates, was paid by commission or piece rate, or was a nonexempt salaried employee during the ninety (90) days prior to taking accrued sick leave, the hourly wage will be calculated by dividing the employee's total wages, not including any overtime premium, by the total number of hours the employee worked during the 90-day period.

Payment for sick leave will be made no later than the payday for the next regular payroll period after the sick leave was taken.

Requesting Paid Sick Leave

If the need for paid sick leave is foreseeable, employees shall provide reasonable advance notice to their supervisor. If the need for paid sick leave is not foreseeable, employees must provide notice of the need for the leave to their supervisor as soon as practicable and at least one- half hour in advance, if possible. If your supervisor is not available, leave a message with the Human Resources Department.

Payment of Sick Leave Upon Separation of Employment

Any accrued and unused paid sick leave will <u>not</u> be paid at the time of termination, resignation, retirement, or other separation of employment.

However, if an employee who has separated from employment is rehired by the Organization within one year from the date of separation, the previously accrued and unused paid sick leave will be reinstated, and the employee may use the previously accrued and unused paid sick leave. The employee may also accrue additional paid sick leave upon rehiring as set forth in this policy.

No Discrimination

The Organization will not discharge, threaten to discharge, demote, suspend, or in any manner discriminate or retaliate against any employee for using accrued sick leave, attempting to use accrued sick leave, filing a complaint regarding paid sick leave,

> Board Approved April 7, 2022 Rev. 2, Pending Board Approval

cooperating in an investigation or prosecution regarding paid sick leave, or opposing any policy or practice or act regarding sick leave that is prohibited by law.



DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2022-23

Revised Declaration of Need for	vear:
	, can

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter	Elite Academic	Academy-Mountain E	mpire	District CDS Code: 68213
		5		

Name of County: San Diego

_____ County CDS Code:_37

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on $\frac{05}{0} / \frac{05}{202}$ certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

Enclose a copy of the board agenda item

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, <u>2023</u>.

Submitted by (Superintendent, Board Secretary, or Designee):

Meghan Freeman		CEO
Name	Signature	Title
760-560-2021	866-354-8302	
Fax Number	Telephone Number	Date
43414 Business Park Drive,	, Temecula CA 92590	
	Mailing Address	
mfreeman@eliteacademic.c	com	
	EMail Address	
FOR SERVICE IN A COUNTY OFFICE AGENCY	OF EDUCATION, STATE AGENCY, CHA	RTER SCHOOL OR NONPUBLIC SCHOOL
Name of County		County CDS Code
Name of State Agency		
Name of NPS/NPA		County of Location

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/___, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, ______.

• Enclose a copy of the public announcement

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
	Mailing Address	
	EMail Address	

This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Estimated Number Needed
5
5
5
3

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED	
Multiple Subject	5	
Single Subject	5	
Special Education	5	
TOTAL	15	

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED
Math	5
English	5
Ed., Child Dev., Family Svcs	5
Health Sciences	5
Home Economics	5
Dance	5
Social Science	5
Music	5
Arts, Media, Entertainment	5
Business	5
Art	5
Science	5
Language other than English	5

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to <u>www.cde.ca.gov</u> for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?	√ Yes	No
If no, explain		
Does your agency participate in a Commission-approved college or university internship program?	Yes	No
If yes, how many interns do you expect to have this year?		
If yes, list each college or university with which you participate in an in	ternship prog	ram.
If no, explain why you do not participate in an internship program. process not yet completed.		



Board of Directors Meetings 2022/23 School Year EAA- Mountain Empire at 10:00 am

August 4, 2022 September 1, 2022 October 6, 2022 November 3, 2022 December 1, 2022

February 2, 2023 March 2, 2023 April 6, 2023 May 4, 2023 June 1, 2023 June 15, 2023



Customer Name:	Elite Academic Academy - Mountain Empire	e Enrollment:	825
Customer Contact Name:	Meghan Freeman	Customer Contact Title:	Executive Officer
Contact Email:	mfreeman@eliteacademic.com	Number of Schools:	1
Customer Contact Phone:	866-354-8302	Contract Term:	36 months
Proposal Issue Date:	4/13/2022	Start Date:	7/1/2022
Proposal Expiration Date:	6/30/2022	End Date:	6/30/2025

Product Subscriptions	Quantity	Unit	Subscription Fee
Clever Bridge Annual Subscription	1	School	\$207.29 / year
OPS Bridge Annual Subscription	1	School	\$592.25 / year
ParentSquare Bridge Annual Subscription	1	School	\$118.45 / year
SIS Annual Subscription		Student	\$0.60 / month
SIS Oversight Annual Subscription		Student	\$0.20 / month
SPArchiving Annual Subscription		Student	\$0.60 / month
PLS Annual Subscription		Student	\$3.43 / month
RegOnline Annual Subscription		Student	\$1.48 / year

Professional Services & Custom Development	Quantity	Unit	One-Time Training, Services, Development Fee

Total Professional Services & Custom Development:

Product subscription and CALPADS Support prices shall increase by 3% in the second and third years of the terms.

Any applicable state sales tax has not been added to this quote.

Invoices shall be sent monthly. Actual fees for modules priced per student will be based on usage. Payment is due within 30 days of the invoice date.

By execution of this quote, School Pathways subscriptions and/or services listed herein shall be provided to the Customer subject to the terms and conditions found at: link to www.schoolpathways.com/msa

IN WITNESS WHEREOF, the parties hereto have executed this Order Form on the dates indicated below.

Elite Academic Academy - Mountain Empire	School Pathways, LLC.
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Date:	Date: