

**RITE OF PASSAGE**  
2019-2020  
**ANNUAL SCHOOL EMPLOYMENT AGREEMENT**

Agreement between hereinafter (**employee name**) "Employee" and Rite of Passage, a Nevada Corporation ("Employer"), providing education services in with its principle location at (**site address**)

**RECITALS**

Rite of Passage provides academic, vocational, and athletic services and a placement alternative for high-risk youth under a management agreement with (**staff name**). The employee is hired solely by Rite of Passage, as an "AT WILL" employee, and not in any capacity by the Academy or any other private, state, federal or local organizations or school districts.

**AGREEMENT**

In consideration of the acts and promises contained herein, the parties agree as follows:

1. Nature and Place of Employment: Rite of Passage employs, engages and hires Employee in the position of **Teacher** at such locations as, from time to time, may be determined by Rite of Passage and Employee accepts and agrees to such hiring engagement and employment.
2. Employee's Qualifications: Employee represents and warrants that Employee is fully qualified by reason of Employee's education, training, experience and credentialing as appropriate to perform the duties and obligations as provided herein. Employees acknowledge failure to obtain and/or maintain required credentialing will result in his/her voluntary termination from employment.
3. Employee's Professional Duties and Responsibilities: Employee is subject to the supervision, pursuant to the orders, advice and direction of the Principal (or designee), Rite of Passage leadership/management personnel and/or the policies and procedures of Rite of Passage. As a minimum, employee shall perform those duties and responsibilities as set forth in the position description (attached). Employee shall also additionally render such other and unrelated services and duties as may be assigned to employee from time to time by the Principal/School Leader and/or Rite of Passage. It is specifically understood and agreed that Employee's duties and responsibilities require the Employee to independently exercise discretion and judgment.
  - Employee agrees that he/she must create and maintain accurate records of pupil's progress, attendance and academic performance.
4. Rite of Passage Policies and Procedures: It is understood and agreed that Rite of Passage shall develop and adopt formal policies. It is further understood that the employees shall be subject to Rite of Passage personnel policies and procedures.

Employee also understands and acknowledges that policies and procedures are continually evaluated and may be amended, modified or terminated at any time. Rite of Passage reserves the right to suspend, revise, or revoke any of its policies and procedures at any time, with or without notice.

Employee agrees to perform all duties assigned and abide by all separate School policies and procedures as adopted and amended from time to time which also includes provisions of the School's charter/contract.

Employee acknowledges that employment with Rite of Passage is contingent upon the completion and acceptable results of your reference/background check, successful drug and TB screening, and physical examination as required by Company policy. Additionally, you will be required to produce documents of your eligibility to work in the United States.

In addition, employees will be subject to the following:

- Drug and Alcohol Testing program.
  - Employees will be required to participate and complete all training requirements of Rite of Passage.
  - Employee must maintain all licensing and credentials in content area and special education where applicable.
  - Employee must adhere to Professional State and Federal Standards.
5. Collective Bargaining Agreements: Rite of Passage does not have a collective bargaining agreement, side letters or a union agreement with an employee organization.
  6. Evaluations: It is understood and agreed that the Principal and/or designee shall evaluate Rite of Passage teaching employees in accordance with Rite of Passage polices, practices and/or policies. It is specifically understood and agreed that **(state)** provisions, policies, practices, regulations and procedures with regard to employee and/or employer employment decisions such as issues relating to hiring, compensation, discipline, performance evaluations, benefits etc. shall not apply to Rite of Passage.
  7. Termination: Employee is legally an at-will employee and may be terminated at any time with or without reason. Employee and Employer understand and agree that this Agreement is not a continuing or term employment contract. Nothing in this Agreement or Rite of Passage policies, procedures and/or practices creates, or is intended to create, a promise or representation of continued employment for Employee. Unless you have a separate written employment contract signed by you and the President of Rite of Passage, your employment with the Company is employment at-will. Employment at-will may be terminated at the will of either the Company or Employee. Employment and compensation may be terminated with or without cause and with or without advance notice or any other procedure at any time by you or the Company.
  8. Health Benefits and 401 K Retirement Plan: Employee will be offered the opportunity to participate in the health benefits and retirement plan offered by Rite of Passage. Enrollment

is subject to Rite of Passage Policy and Plan Documents.

Please note that nothing contained in the benefit and or retirement plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between the Company and its employees, retirees or their dependents, for benefits or for any other purpose. All employees shall remain subject to discharge or discipline to the same extent as if these plans had not been put into effect.

As in the past, Rite of Passage reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit and/or retirement plans described herein, including any health and/or health benefits that may be extended to retirees and their dependents. Further, the Company reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit and retirement plans described herein, and to decide all matters arising in connection with the operation or administration of such plans.

At termination of employment, all benefits and compensation including PTO will terminate. PTO, EOM (Employee of the Month days), etc. are not paid out upon termination. Scheduled PTO (SPTO) is not vacation time or earned income and an employee does not accrue or earn SPTO. Scheduled PTO is not paid out at termination simply because it is not earned income.

9. Yearly Schedule, Salary and time Off:

- The School will operate on a year-round basis.
- Teaching staff will be granted 4 weeks (20 days) of Scheduled Planned Time Off (SPTO) identified in the school schedule while employed.
  - Scheduled PTO serves the sole purpose of providing wages to full-time teaching staff during breaks throughout the school year for example, Holiday, Spring and Summer breaks while employed.
  - Scheduled PTO will be at the discretion of the Principal/School Leader and published in the school calendar at the beginning of the school year. This schedule is subject to change due to business necessity and needs of the school.
  - Scheduled PTO is not ever used at the discretion of the employee nor is it used by the employee for any discretionary purpose. Scheduled Planned Time Off is not accrued time off.
  - Scheduled PTO is not granted employees for any type of leave of absences such as Jury Duty, Disability, FLMA, Pregnancy, Military and or Personnel Leaves of Absences.
  - Based on School needs, some teaching staff will be required to work during school break periods. In this situation, the Principal will determine the first opportunity for the Teacher to make up at Scheduled Planned Time Off.
  - Under no circumstances is Scheduled PTO to be manipulated to serve the discretionary purpose of the employee e.g. Schedule the teacher to work a break period so that teacher may take a family vacation or some other type of leave.
- Full-time teaching staff are provided discretionary PTO (Paid Time Off) time to be use during the school year in accordance with the current School PTO Schedules.
- If employed after the beginning of the agreement official start date, DPTO/SPTO will be prorated accordingly.

- Holidays: Teaching staff will be eligible for 9 scheduled holidays over the course of the school year. If the Holiday falls during a school break period, there is no additional compensation or compensatory time.
  - The **TEACHER** agrees to serve the **SCHOOL** for the number of days in the official school calendar and to perform other duties assigned by the Principal/School Leader; and to work cooperatively with the staff, faculty and administration of the **SCHOOL** while employed.
  - The **TEACHER** shall devote a reasonable amount of out-of-class time and agreed upon by the Principal/School Leader to curriculum development, to sponsoring student activities, and to other duties as assigned.
  - Salary will be based on criteria as set by ROP salary schedules.
  - All time off is subject to supervisor approval and business necessity.
10. Other Leave: Rite of Passage shall handle all other leave requests including Family Medical Leave Act requests on an individual basis. Any and all other leave agreements shall be consistent with ROP policies and procedures.
11. Work Days and Work Hours: The School Daily Schedule will be defined by the Principal/School Leader. Employee shall be required to work a flexible work schedule on such days and for such hours as may, from time to time, be determined by Rite of Passage. All Full-Time employees are expected to work a minimum 40-hour work week and additional time as determined by the Principal/School Leader or Rite of Passage management staff.
12. Health and Safety: Employees shall adhere to and follow established policies, procedures and standards of health and safety as defined by Rite of Passage Policies and Federal, State and/or Local laws.
13. Complaints: Any and all complaints shall be answered in accordance with grievance standards and procedures outlined in the Rite of Passage Policy and Procedures Manual.
14. Class Size: Class sizes shall be determined by the Principal/School Leader in accordance with program needs. Rite of Passage will make every reasonable effort to establish and maintain pupil-teacher ratios that will permit maximum learning opportunities for each student.
15. Volunteers: It is understood and agreed that volunteers may be used to assist in program development, maintenance and delivery in accordance with Rite of Passage program needs.
16. Manner of Performance of Employee's Duties: Employee agrees that Employee shall at all times faithfully, industriously and to the best of Employee's ability, experience and talent, perform all of the duties that may be required of and from Employee pursuant to the express and implicit terms of the Agreement and to the reasonable satisfaction and confidence of Rite of Passage administration.
17. Overtime Exempt Status: It is understood and agreed that Employee's duties and responsibilities are those of an employee employed in a bona fide executive, administrative,

or professional capacity and that Employee is employed to perform academic responsibilities requiring flexibility of hours. It is further understood and agreed that as a bona fide academic employee, Employee shall be in an exempt status and excluded from overtime provisions as required under the U.S. Fair Labor Standards Act of 1938, 29 USC 201 et. seq. and applicable state laws. It is further understood and agreed that, consistent with Employee's exempt status, Employee may from time to time be required to perform Employee's duties, responsibilities and/or other duties, responsibilities as assigned on such days and during such hours which extend beyond the regular work days and hours.

18. Medical Examination: An applicant, who has been offered a position, is required to submit to such physical examinations as determined necessary by Rite of Passage policies and procedures. It is expressly understood that all statements made by applicant in connection with such examination shall be deemed material to and a part of this employment agreement and any misrepresentation by applicant in such statement shall relieve Rite of Passage from any obligation under this employment agreement.
19. Seniority and Tenure: It is understood and agreed that Employee shall earn neither seniority nor tenure nor credit toward tenure. ROP does not utilize a tenure system.
20. Dates of Agreement: This Agreement shall become effective on **(start date)** and, unless earlier terminated by either party, shall continue through **(end date)**. This Agreement is not a continuing contract. This agreement is for one school year only and terminates on the date identified earlier unless terminated by either party. Nothing in this Agreement creates, or is intended to create, a promise or representation of continued employment for Employee. Unless you have a separate written employment contract signed by you and the President of the Company, your employment with the Company is employment at-will. Employment at-will may be terminated at the will of either the Company or Employee. Employment and compensation may be terminated with or without cause and with or without advance notice or use of any particular procedure at any time by you or the Company.
21. Renewal of Agreement: The parties to this Agreement may extend the provisions and terms of the Agreement on an annual basis and in alignment with the school year assigned provided that such extension is entered into in writing and executed to reflect the Agreement of the parties. Employee understands and acknowledges that in no manner, this agreement promises or implies future employment or renewal of future employment agreements.
22. Savings Provision: If any provisions or applications of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.
23. AMERICANS WITH DISABILITIES ACT POLICY STATEMENT: Rite of Passage is committed to complying with all applicable provisions of the Americans With Disabilities Act ("ADA"). It is the Company's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, the Company will provide reasonable accommodations to a qualified individual with a disability, as

defined by the ADA, who has made the Company aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the Company.

- Employees or applicants with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Human Resources Department. Rite of Passage encourages individuals with disabilities to come forward and request reasonable accommodation.

24. Agreement Terms to be Exclusive: This written Agreement contains the sole and entire agreement between the parties and shall supersede any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery of this Agreement, except such representations as are specifically set forth in this Agreement. The parties further acknowledge that any statements or representations that may have previously been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with this Agreement.

25. Waiver or Modification Ineffective Unless in Writing: It is further agreed that no waiver or modification of this Agreement or of any covenant, condition, or limitation in this Agreement contained shall be valid unless in writing and executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party under this Agreement, unless such waiver or modification is in writing, executed as aforesaid, and the parties further agree that the provisions of this paragraph may not be waived except as in this Agreement set forth. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this agreement, and that no other agreement, statement, or promise not contained in this agreement will be valid or binding.

26. Acceptance of Employment: By signing below, the employee/teacher declares as follows:

- I have read this agreement and accept employment with Rite of Passage on the terms specified in this agreement and all policies, procedures, contract (s) and charter of the school assigned.
- All information that I have provided related to my employment is true and accurate.
- I have received a copy of the position description for this employment.
- This is the entire agreement of employment between Rite of Passage, Inc. and me regarding the terms and conditions of employment. There are no other agreements, oral or written, expressed or implied, concerning the subject matter of this agreement.

***The foregoing provisions are understood and agreed to by the undersigned parties.***

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Print Name Employee	Signature	Date
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Print Name ROP Principal	Signature	Date
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