MEMORANDUM OF UNDERSTANDING FOR SHARED PERSONNEL SERVICES

This Memorandum of Understanding for Shared Personnel Services and Resources ("MOU") is entered into as of July 1, 2020 ("Effective Date") by and between the following California nonprofit public benefit corporations, which may each be referred to herein as a "Party" or collectively as the "Parties" to this MOU: Winship Community School, Feather River Charter School, Clarksville Charter School, The Cottonwood School, and Lake View Charter School.

WHEREAS, Winship Community School operates a public charter school named Winship Community School, Feather River Charter School operates a public charter school named Feather River Charter School, Clarksville Charter School operates a public charter school named Clarksville Charter School, The Cottonwood School operates a public charter school named The Cottonwood School, and Lake View Charter School operates a public charter school named Lake View Charter School (each a "School" or collectively the "Schools");

WHEREAS, Schools are nonclassroom-based public charter schools using the same educational model dedicated to providing students with a flexible personalized learning experience that empowers families to tailor a program designed around the specific needs of each student;

WHEREAS, each School employs certificated teachers designated as having the responsibility for the general supervision of their students' independent study pursuant to Education Code § 51747.5(a);

WHEREAS, the sharing of services performed by the Shared Personnel among all of the Parties cooperatively is in the mutual interest of each of the Parties and in furtherance of their shared goal to successfully implement their respective education programs in an efficient and cost effective manner; and

WHEREAS, the Parties intend to coordinate the services provided by the Shared Personnel to the Parties and to allocate costs among the Parties according to the terms and conditions set forth in this MOU.

NOW, THEREFORE, in consideration of their mutual promises set forth in this MOU, the Parties desire to, and hereby agree as follows:

- 1. Shared Personnel. During the term of this MOU, the Parties shall coordinate with each other for shared personnel ("Shared Personnel") to perform the educational services described in Attachment A (the "Services") under the terms and conditions set forth herein. All shared personnel shall be documented between the Lessor and Lessee Schools, as defined herein, pursuant to Attachment B as outlined in a written process to be mutually agreed upon between the parties. No third party shall have the authority to unilaterally impose the sharing of personnel between the Parties.
- 2. Lessor and Lessee Schools. The Parties acknowledge each School may both (i) employ an individual who will provide Services to another School; and (ii) receive Services from an individual employed by another School. The term "Lessor" refers to a School leasing its employee(s) to another School pursuant to the terms of the MOU. The term "Lessee" refers to a School receiving Services from another School's employee(s) pursuant to the terms of the MOU. Each Party may serve as a Lessor and Lessee under this MOU, and shall meet the obligations set forth in this MOU depending on their role as a Lessor and/or Lessee. Shared Personnel shall be subject to the ultimate oversight, direction and control of Lessor and its governing board, officers, and designated representatives, but may also be subject to the supervision and direction of Lessees when performing Services on their behalf. The termination of this MOU shall not terminate the Shared Personnel's employment relationship with Lessor. Lessees are not, and nothing in this MOU shall cause Lessees to become, third party beneficiaries to Lessor's employment agreements with the Shared Personnel.

Nothing in this MOU shall confer upon any Party any rights or remedies, including any right to employment, as an employee of any other Party. Nothing in this MOU shall create a joint venture between the Parties. Each Party shall remain solely responsible for its own governance, operations and educational program.

- **3. Allocation.** Each Party's right to receive Services and obligation to pay fees under this MOU shall be determined based upon their proportionate share using the formulas set forth in Attachment A (the "*Allocation*"), as it may be adjusted from time to time by written agreement of the Parties. The Allocation shall be assessed at the intervals set forth in Attachment A during the Term of this MOU and upon termination as set forth in Section 8.
- 4. Allocation of Services. Each Party will have the right to receive Services from Shared Personnel in an amount reasonably equivalent to that Party's Allocation. The Parties shall work cooperatively with each other and the Shared Personnel to coordinate the performance of such Services. Any Party which asserts that it has not received its Allocation of Services from Shared Personnel, must provide written notice to the Parties, describing in detail the alleged deficiency and allowing thirty (30) days to cure before seeking any other remedy.
- 5. Allocation of Fees and Expenses. As consideration for the Services provided by Shared Personnel, each Lessee shall pay to Lessor the fees and expenses set forth herein.
- a. <u>Fees.</u> Each Lessee shall pay to Lessor a fee that is calculated based on their Allocation of the annual total cost incurred by Lessor in employing the Shared Personnel as set forth in Attachment C (including total gross wages, benefits, workers' compensation costs, statutory benefits, retirement benefit system contributions, and employment taxes). The total cost shall be fixed as of the date of execution of this MOU and may thereafter be subject to change only with the agreement of all Parties. Any such changes, notating the effective date, shall be memorialized by the Parties in Attachment C, which may be updated as a matter of contract administration without the need for a formal amendment to this MOU.
- b. <u>Expenses</u>. Reasonable and necessary expenses incurred by Shared Personnel in the course of performing Services under this MOU shall be divided by relative Allocation between those Parties on whose behalf the expenses were incurred. Expenses in excess of \$1,000.00 must be approved in advance by the affected Parties. To the extent such expenses are not incorporated in the total costs outlined in Attachment C, invoices for expenses shall be sent within thirty (30) days of payment to Shared Personnel and shall include copies of supporting documentation (e.g. receipts).
- c. <u>Invoicing</u>. Each Party shall invoice the other Parties monthly for all fees and expenses incurred ("Monthly Invoice"). Each Monthly Invoice shall contain a brief description of the method by which the fees and expenses were calculated.
- d. <u>Payment Terms</u>. Payment is due thirty (30) days from the date of delivery of the Monthly Invoice.
- e. <u>Disputes</u>. Any disputes concerning invoices must be directed to Lessor in writing within thirty (30) days after receipt of the Monthly Invoice. Lessor shall provide access to reasonable backup documentation for such fees upon request and subject to privacy considerations.
- **6. Lessor Responsibilities:** In addition to any other promises and covenants identified herein, Lessor shall have the following responsibilities under this MOU:
 - a. Comply with all applicable federal, state and local laws and regulations, including

laws prohibiting harassment, discrimination and retaliation.

- b. Comply with all applicable federal, state and local laws, regulations and orders concerning workplace safety.
- c. Timely pay Shared Personnel consistent with applicable law and their employment agreements, if any.
- d. Work cooperatively with Lessee to ensure compliance with all applicable wage and hour laws for nonexempt Shared Personnel, including, but not limited to, providing work schedules (including compliant scheduled meal and rest periods) to Shared Personnel and timely paying Shared Personnel for all overtime and meal and rest period premiums, if applicable, and providing accurate wage statements.
- e. Ensure that Shared Personnel maintain the qualifications and competency necessary to provide the Services, including but not limited to: (i) complete all required training, including, but not limited to initial and annual training on mandated child abuse and neglect reporting; (ii) are free from active tuberculosis; (iii) have passed a criminal background check through the Department of Justice; (iv) have not been convicted of a serious or violent felony (as defined by Penal Code §§ 667.5 and 1192.7), sex offense as defined by Education Code § 44010, or a controlled substance offense (as defined by Education Code § 44011); (v) are eligible to work in the United States; and (vi) maintain in good standing all applicable licenses and credentials.
- f. Supervise and evaluate Shared Personnel and make and implement, in its sole discretion, all employment-related communications and decisions with respect to Shared Personnel, including, but not limited to matters relating to discipline, termination, accommodations, disability claims, complaints, leaves of absence, compensation and benefits.
- g. Administer trainings, leaves of absence, disability accommodations and other duties of an employer as required by applicable law.
- h. Assuming Lessor participates in CalSTRS or CalPERS, the Parties acknowledge Shared Personnel are employees of the Lessor for CalSTRS or CalPERS purposes.
- i. If Lessee reports Shared Personnel misconduct to Lessor that violates Lessor or Lessee policies or procedures or law, Lessor shall promptly take corrective action which may include, but is not limited to, conducting an investigation, disciplining the individual, or terminating the individual and making good faith efforts to hire a replacement in accordance with Section 6(j).
- j. If a Shared Personnel's employment ends with Lessor, Lessor shall make good faith efforts to replace the individual within thirty (30) days of termination, unless the other Parties provide written consent that a replacement for such individual is not necessary.
- 7. Lessee Responsibilities: In addition to any other promises and covenants identified herein, each Lessee shall have the following responsibilities under this MOU:
- a. Comply with all applicable federal, state and local laws and regulations, including laws prohibiting harassment, discrimination and retaliation.
- b. Comply with all applicable federal, state and local laws, regulations and orders concerning workplace safety.

- c. Provide to Shared Personnel, in writing, copies of any of Lessee's policies and procedures applicable to the Services.
 - d. Provide a safe working environment for Shared Personnel.
- e. Supervise and direct Shared Personnel when providing Services on behalf of the Lessee in order to ensure that Shared Personnel meet their performance obligations and comply with all of Lessee's applicable policies and procedures.
- f. Provide feedback to Lessor regarding the performance of Shared Personnel, including, but not limited to, reporting misconduct to Lessor by a Shared Personnel that violates Lessee policies or procedures or law.
- g. Work cooperatively with Lessor to ensure compliance with all applicable wage and hour laws for nonexempt Shared Personnel, including, but not limited to, ensuring that nonexempt Shared Personnel adhere to their schedule as provided by Lessor, including taking meal and rest periods, and ensuring nonexempt Shared Personnel accurately record/track all hours worked for Lessee. Lessee agrees to timely report to Lessor any non-compliant meal or rest periods and any overtime worked by nonexempt Shared Personnel while working on behalf of Lessee.

8. Term and Termination.

- a. <u>Term.</u> The MOU is effective as of July 1, 2020 and shall remain in effect until June 30, 2021 (the "*Term*"). This MOU shall automatically terminate unless renewed in writing by the Parties. Termination under this subsection shall not relieve the terminating Party of any of its obligations under this MOU prior to the effective date of such termination. Termination of participation by any Party(ies) shall not terminate the MOU as to any other Party.
- b. <u>Termination With Cause</u>. Any Party may terminate its participation in this MOU for cause as defined below. All notices required under this subdivision must be simultaneously provided to all Parties in writing.
 - i. Material Breach. Any Party may terminate this MOU in the event of another Party's material or persistent breach of any one or more of the terms of this MOU, which breach is not remedied within thirty (30) days after written notice. If after thirty (30) days the non-breaching Party determines that the breach has not been remedied or appropriate actions have not commenced to cure the breach, the non-breaching Party may terminate its participation in the MOU effective immediately. If termination pursuant to this section is based upon a failure to pay an invoice in a timely fashion as outlined in Section 5(d) then the nonpaid Party may terminate the agreement with the nonpaying Party if that material breach has not been remedied within ten (10) business days of written notification of the material breach.
 - ii. <u>Charter Revocation/Non-Renewal</u>. Upon the revocation or non-renewal of the charter of a Party, that Party may terminate its participation in the MOU effective upon the winding up of that charter's business, as set forth in any closure resolution. Notice of any such revocation or non-renewal shall be provided as soon as possible.
 - iii. <u>Duty to Pay Severance to Shared Personnel Upon Termination</u>. In the event termination of this MOU results in termination of Shared Personnel's employment without cause thereby triggering a requirement to pay severance to Shared Personnel under their

- employment agreement with Lessor, the terminating party shall be responsible for paying for severance, if any in the Shared Personnel's contract, up to two weeks of salary, or in the event of a termination by more than one Party, any such severance shall be paid according their relative Allocation.
- iv. <u>Termination of Shared Personnel Arrangements</u>. Any Lessor or Lessee may terminate a Shared Personnel arrangement for teachers or other instructional staff who directly support students at any time, with or without cause or advance notice. If a Lessor or Lessee seeks to terminate a Shared Personnel arrangement for an administrative staff position who does not typically directly serve students, Lessee and Lessor shall provide sixty (60) days' written notice to other Parties before such termination. If there any disputes concerning termination of Shared Personnel arrangements, the Parties agree to meet and confer to seek a resolution in good faith.
- 9. Intellectual Property; Work Product. Any intellectual property owned by a Party that is used by or on behalf of another Party in the context of providing Services, shall remain the property of the originating Party. No Party shall have the right to grant a license, sublicense, or any other use or rights to the intellectual property of another Party. A Party's use of another Party's intellectual property under this MOU shall not create any ongoing license or other right to continuing use of that intellectual property after the termination of this MOU. Upon termination of this MOU, the intellectual property of each Party in the possession of any other Party shall be returned and/or destroyed. Any work product created by or on behalf of a Party pursuant to this MOU, shall be and remain the property of that Party.
- 10. Confidentiality. Each Party acknowledges that during the term of this MOU, it may have access to certain Confidential Information of the other Parties as defined below. Each Party shall maintain and enforce reasonable administrative, technical, and physical safeguards, including but not limited to restricting access to Confidential Information, in order to reasonably protect the confidentiality of the other Parties' Confidential Information. The Parties' obligations hereunder with respect to Confidential Information shall survive termination of this MOU.
- a. "Confidential Information" means non-public information marked either "confidential" or "proprietary," or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information may include but is not limited to trade secrets, policies, procedures, student education records, intellectual property, business or strategic plans, contractual arrangements or negotiations, fundraising strategies, financial information and employee information. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; (iv) is or later becomes publicly available without violation of this MOU or may be lawfully obtained by a Party from a non-party; or (v) which is a public record under California law.
- b. If disclosure of Confidential Information is requested pursuant to law, statute, rule or regulation (including a subpoena, a request made to a Party under the California Public Records Act, or other similar form of process), the Party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the applicable Party(ies) with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the applicable Party(ies) to seek a restraining order or other appropriate relief.
- c. Upon the termination or expiration of this MOU, Confidential Information of each Party in the possession of the other Party shall be returned and/or destroyed. Section 10 shall survive

termination of this MOU.

- 11. Student Information. Each Party is responsible for its compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("FERPA") and other applicable state and federal laws pertaining to student information and privacy.
- a. To the extent necessary, the Lessor shall be designated as having a legitimate educational interest in accessing a Lessee's student education records, as that term is defined by and for purposes of FERPA, thereby allowing Lessor to access personally identifiable information from student education records from the Lessee as part of its performance of the Services. For purposes of this MOU, the term "personally identifiable information" ("**PII**") means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.
- b. Lessor shall not use or disclose pupil records, including PII, received from or on behalf of another Party except as necessary with respect to the performance of the Services, as required by law, or as otherwise authorized in writing by the applicable Lessee. Lessor shall protect the student education records it receives from or on behalf of another Party no less rigorously than it protects its own student education records. In the event of an unauthorized disclosure of PII, Lessor shall notify the affected Lessee(s) as soon as practicable, and shall, upon the affected Lessee's request, notify affected parents, legal guardians and eligible pupils using reasonably available technological means such as electronic mail.
- 12. Insurance. Lessor shall procure and maintain in full force and effect for the duration of this MOU, the following insurance in connection with Lessor's performance under this MOU and the provision of Services by Shared Personnel:
- a. California Workers' Compensation Insurance, insurance as required by the State of California and consistent with Labor Code section 3602(d)(1), with statutory limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease, covering all Shared Personnel provided under this MOU.
- b. General Liability Insurance including coverage for personal injury, death, property damage and sexual abuse/molestation (if not included with ELL) with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence, and a minimum annual aggregate of Two Million Dollars (\$2,000,000).
- c. Employment Practices Liability Insurance with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence.
- d. Professional Liability Insurance, which may also be called Educator's Legal Liability Insurance (or ELL), with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim, and Two Million Dollars (\$2,000,000) policy aggregate.
- e. Lessor will provide additional insured coverage and policy endorsements for Lessees and their officers, directors, employees, volunteers or agents (collectively referred to as the "Additional Insureds") under the General Liability, Workers' Compensation, Employment Practices and Professional Liability policies as specified above. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Lessor's insurance shall be primary as respects to Additional Insureds, and any insurance, self-insurance or other coverage maintained by Additional Insureds shall be excess to Lessor's insurance and shall not contribute to it.

- f. Except for Workers' Compensation and Professional Liability coverages Lessor hereby agrees to waive rights of subrogation which any insurer of Lessor may acquire from Lessor by virtue of the payment of any loss. Lessor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
- g. At commencement of this MOU, and upon any renewal of this MOU, and upon request at any time, Lessor shall furnish any Lessee with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this Section) and a copy of the Declarations and Endorsement Page of the policy listing all policy endorsements. Failure to obtain the required documents prior to the work beginning shall not waive Lessor's obligation to provide them. Lessees reserve the right to require complete, certified copies of all required insurance policies, including endorsements, herein required, at any time.
- h. Lessor will provide thirty (30) days prior written notice to Lessee(s) in the event of any material modification or cancellation of insurance required by this MOU. If any of the required coverages expire during the term of this MOU, Lessor shall deliver the renewal certificate(s) including the additional insured endorsements to Lessees at least ten (10) days prior to the expiration date.
- i. Except as indicated above, all policies shall be provided on an occurrence basis. If any of the required policies provide coverage on a claims-made basis: (i) the retroactive date must be shown and must be before the date of the MOU or the beginning of the work; (ii) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work; (iii) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Lessor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work if possible.
- 13. Liability. Each Party shall be and remain responsible for its own debts and obligations. Nothing in this MOU shall be construed as imposing on a Party any liability arising out of the operations of any other Party, except as such liability may result from the performance of the first Party's obligations under this MOU.
- 14. Indemnification. Each Party shall defend, indemnify, and hold harmless the other Parties, and their employees, officers, directors, agents, and insurers from and against any liability, loss, claims, demands, damages, expenses, lawsuits and costs (including attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of any breach of duties under this MOU and/or negligence, wrongdoing or willful misconduct of that Party, including its employees (including Leased Personnel), officers, directors, and agents. In no event shall any Party be required to defend, indemnify or hold harmless any other Party for its sole negligence, sole wrongdoing or singular willful misconduct.

This indemnification shall extend to claims occurring after this MOU is terminated as well as while it is in force. The indemnification and defense obligations set forth in this provision are separate and independent from the insurance provisions set forth in Section 12 herein; and do not limit, in any way, the applicability, scope, or obligations set forth in those insurance provisions.

- 15. Assignment. No Party shall assign this MOU, any interest in this MOU, or its rights or obligations under this MOU without the express prior written consent of the other Parties. This MOU shall be binding on, and shall inure to the benefit of, the Parties and their respective successors and assigns.
- 16. Fiduciary Obligations. The governing body for each Party has reviewed this MOU in good faith, and in a manner in which it believes to be in its best interests, and with such care, including

reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and has determined that the MOU is in the best interests of its Party and that the cost allocation to be paid is fair and reasonable.

- 17. Dispute Resolution. If there is any dispute or controversy between the Parties arising out of or relating to this MOU, the Parties agree to confidentially meet in good faith to discuss a mutually amicable resolution to the dispute. If informal efforts at dispute resolution are not successful, the Party with the complaint shall give written notice of the dispute and the desired resolution to the other Party. The Parties agree that, within thirty (30) days of the date of written notice of the failure to resolve the dispute despite good faith efforts, they will again meet with a mutually agreeable mediator for non-binding mediation in good faith, with a principal of each of the Parties present. If the Parties are still unable to come to a resolution within thirty (30) days of the external mediation, the Parties may agree to arbitrate the dispute in El Dorado County, or another jurisdiction upon mutual agreement by the Parties in dispute, before a retired California state or federal court judge under the Comprehensive Arbitration Rules of JAMS, rather than resorting to litigation.
- 18. Notice. All notices, requests, demands, or other communications (collectively "Notice") given to or by the Parties under this MOU shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party(ies) to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party(ies) to whom Notice is to be given, at the applicable address set forth below:

To: Clarksville Charter School
ATTN: Board President
4818 Golden Foothills Parkway #9
El Dorado Hills, CA 95762
emily95661@gmail.com

To: Lake View Charter School
ATTN: Board President
4672 County Road N
Orland, CA 95963
lindsay.mower@gmail.com

To: Winship Community School
ATTN: Board President
4305 South Meridian Road
Meridian, CA 95957-9647
dbrockmyer@hotmail.com

For Clarksville Charter School, Feather River Charter School, Lake View Charter School, and Winship Community School, copy to: Rahul E. Reddy, Esq.

Rahul E. Reddy, Esq.
Procopio, Cory, Hargreaves & Savitch LLP
525 B Street Suite 2200
San Diego, CA 92101
rahul.reddy@procopio.com

To: Feather River Charter School ATTN: Board President 4305 South Meridian Road Meridian, CA 95957-9647 dbrockmyer@hotmail.com

To: The Cottonwood School
ATTN: Board President
7006 Rossmore Lane
El Dorado Hills, CA 95762
nlorenzedd@gmail.com

For The Cottonwood School, copy to: Paul C. Minney, Esq. Young, Minney & Corr, LLP 655 University Ave., Ste 150 Sacramento, Ca. 95825 pminney@mycharterlaw.com

- 19. Headings. The descriptive headings of the sections and/or paragraphs of this MOU are inserted for convenience only, are not part of this MOU, and do not in any way limit or amplify the terms or provisions of this MOU.
- **20. Entire Agreement.** This MOU and all attachments, which are incorporated by reference, constitute the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this MOU and is a final, complete and exclusive statement of the terms of the MOU.
 - 21. Amendments. This MOU may be amended by the mutual written consent of all Parties.
- 22. No Waiver. No waiver of any provision of this MOU shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.
- 23. Severability. If any provision of this MOU is invalid or contravenes California law, such provision shall be severed and deemed not to be a part of this MOU and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential purpose of this MOU.
 - 24. Governing Law. This MOU shall be governed by and interpreted under California law.
- **25. Authority to Contract.** Each Party warrants to the others that it has the authority to enter into this MOU, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this MOU.
- **26. Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this MOU shall have the same legal effect as an executed original for all purposes.

[Signature Block on Following Page]

IN WITNESS WHEREOF, the Parties execute this MOU as of the Effective Date above.

Clarksville Charter School, a California nonprofit public benefit corporation	Feather River Charter School, a California nonprofit public benefit corporation	
By:	By:	
Lake View Charter School, a California nonprofit public benefit corporation	The Cottonwood School, a California nonprofit public benefit corporation	
By:	By:	
Winship Community School, a California nonprofit public benefit corporation		
By:		

ATTACHMENT A

Effective Date: [DATE] July 1, 2020

This attachment is governed by and subject to the provisions of the Memorandum of Understanding regarding the provision of personnel Services, the terms of which are incorporated herein, between the Parties listed below. This Attachment A shall amend, replace and supersede any prior Attachment A between the Parties in their entirety.

Description of Services:

Position	Homeschool Teacher
Description of Services	 Duties and responsibilities include, but are not limited, to: Providing direct and indirect instruction to Lessee students. Long and short-term planning addressing individual needs of students. Evaluating students' progress. Teaching an individualized approach per the Lessee's Charter Petition. Providing an inviting, exciting, and innovative learning environment to
	students. • Serving as advisors to students.

Position	Regional Coordinator
Description of Services	 Duties and responsibilities include, but are not limited, to: Support a team of teachers in navigating challenges that arise in their work, including parent communication, intervention, and non-compliance Provide leadership and clear communication of expectations to assist teachers with meeting assigned deadlines, compliance, and school culture Host monthly in-person team meetings and hold office hours as needed Proactively address any concerns regarding teacher performance and discuss opportunities for improvement

Position	Teacher Trainer
Description of Services	 Duties and responsibilities include, but are not limited, to: Provide initial training and support to new teachers Hold regular office hours to support new teachers Meet monthly with Mentor Teachers to offer support, problem-solve, and collaborate to support teachers and students

Position	Mentor Teacher
Description of Services	 Duties and responsibilities include, but are not limited, to: Meet with their assigned HST on a regular basis to cultivate a mentorship relationship and to provide ongoing support as the HST learns the responsibilities of the position Answer questions and assist with tasks as needed throughout the school year, including master agreements, attendance, AWRs, work samples, YET, etc. Review HST's work records and other compliance documents as necessary, providing feedback and coaching Proactively offer weekly support to HST in prioritizing work, organization, and efficiency Provide guidance to HST on questions that arise with student and family support, compliance, etc.

Position	Handbook Manager
Description of Services	 Duties and responsibilities include, but are not limited, to: Organize the information in the HST Handbook in a user-friendly format Maintain the HST Handbook to ensure accuracy of information and active links Update the Handbook with new information as requested by the leadership team and/or department heads.

Position	JHVA Program Coordinator
	Duties and responsibilities include, but are not limited, to: • Create, implement, and oversee Junior High Virtual Academy
	Interview, hire, and support teachers
Description	Observe and evaluate teacher performance
of Services	Respond to parent questions/concerns
	Work with student support, SPED, and ELL coordinators to create a plan to
	serve sub-groups
	Meet with ADs/Directors as needed to discuss each of the schools' needs

Position	JHVA Lead Teacher
Description of Services	 Duties and responsibilities include, but are not limited, to: Assist JHVA Coordinator with all duties and responsibilities outlined in Coordinator Job Description as needed Support and train JHVA teachers Provide live, virtual instruction twice per week for one class (totaling 2 hours) and virtual office hours twice per week (totaling 2 hours) Complete all duties for selected course as outlined in the JHVA Teacher job description

Position	JHVA Teacher
Description of Services	 Duties and responsibilities include, but are not limited, to: Provide live, virtual instruction twice per week for each class (totaling 4 hours) and virtual office hours twice per week (totaling 2 hours) Plan engaging lessons and activities aligned to California State Standards Maintain current grades in the Schoology platform; monitor and share student progress with HST, parent, and student weekly Provide additional support as needed for struggling students or those identified as SPED/504/ELL Attend monthly JHVA team meetings and trainings

Position	Education Specialist (Special Education Teacher)
Description of Services	 Duties and responsibilities include, but are not limited, to: Develop Initial, Interim, Annual, Triennial Individualized Education Plan (IEP) in collaboration with IEP team members using the Special Education Information System (SEIS) program. Schedule and prepare all materials for IEP meetings. Consult/collaborate with parents, staff, and service providers to ensure appropriate delivery of special education related services. Maintain special education records to meet compliance guidelines. Teach Specialized Academic Instruction (SAI) classes to caseload to ensure successful progress toward student's IEP goals.

Position	Special Education Program Specialist
Description of Services	 Duties and responsibilities include, but are not limited, to: Attends and serves as an admin designee to determine the continued eligibility of a student for the special education program for all level 2 IEPs Provide direct and indirect coaching support to general education, special education, and parents Conduct bi-weekly caseload checks with assigned teachers and hold 1-hr open office hours 2x weekly: morning/afternoon Monitor SEIS regularly by reviewing the dashboard, reports, and service tracker for special education compliance and provide technical support Every Program Specialist will have a focus area that they support the region with.

Position	Special Education School Psychologist
Description of Services	 Duties and responsibilities include, but are not limited, to: Draft and send Assessment Plans Casemanage virtual and in-person assessments/assessors Conduct in-person assessments Review all assessment reports Write assessment report Attend IEE meetings Attend contentious/challenging assessment IEP meetings Provide psychology services to students in accordance with IEP's.

Position	School Nurse
Description of Services	 Duties and responsibilities include, but are not limited, to: Perform vision and hearing screenings for special education and general education students Complete Health Assessments Complete Health Care Plans Train staff on Health Care Plan implementation Attend IEP meetings
	Plan and hold Health Screening Events

Position	Special Education Assistant Director
Description of Services	 Duties and responsibilities include, but are not limited, to: Provide leadership in developing, implementing, evaluating and revising Ccharter school programs and services as assigned by the Director of Special Education. Supervise and evaluate classified and certificated staff as assigned by the

Director of Special Education.
 Provide supervision, consult and information regarding laws, policies and
procedures to program specialists and departmental staff.
 Admin. Designee for Lv 3 IEPs (contentious/challenging IEP meetings in which
Program Specialists need more support or advocate/attorneys are involved)

Position	Director of Special Education & Student Support
Description of Services	 Duties and responsibilities include, but are not limited, to: Administrator for the Special Education Department Administrator for the Student Support Department Supervise staff in both departments SELPA Representative Oversee Handle all special education legal cases Oversee SELPA and CDE reporting

Position	Special Education Assessment Coordinator
Description of Services	Duties and responsibilities include, but are not limited, to: • Process incoming parent, teacher, IEP team assessment requests • Assign assessors to students • Ensure assessment completion

Position	Special Education Services Coordinator
Description of Services	 Duties and responsibilities include, but are not limited, to: Send NPA contracts Send ISA's Assign services to providers Send IEE ISA's/Contracts

Position	Special Education SEIS Coordinator
Description of Services	 Duties and responsibilities include, but are not limited, to: Coordinates with internal staff and outside school districts on incoming and student withdraws Monitors SELPA mandated timelines and coordinates with Case Managers to ensure compliance Maintains SEIS records including eligibility changes to ensure accuracy of information

IVIG	nages and supports SEIS user accounts, correcting data and log-in errors as
nee	eded

Position	Special Education Office Manager/Assistant
	Duties and responsibilities include, but are not limited, to:
	 Assists with upkeep of department websites, shared drives, and public documents
Description	 Maintains daily office logistics of Classified staff and office equipment
of Services	 Works closely with the Director of Special Education Ed on invoices, orders,
	inventory, SELPA reporting and annual projects
	 Answer SpEd's Special Education general email accounts and phone lines
	 Coordinates IEP scheduling with Case Managers

Position	Special Education Records Coordinator
Description of Services	 Duties and responsibilities include, but are not limited, to: Maintains and updates student hardcopy records in a categorical filing system Provides student files for internal staff and outside school districts with incoming and student withdraws Ensures compliance of CDE timelines in regards to SpEd records Coordinates with SpEd staff, Enrollment, GE Records, Pathways and SEIS teams to ensure accuracy of student data across multiple departments

Position	Special Education AT/Low Incidence Coordinator
Description of Services	 Duties and responsibilities include, but are not limited, to: Keeps a database of low incidence purchases and order tracking Maintains records on low incidence and assistive tech. invoices, student documentation, and price listings Update budget including credits, returns and receipts for accounting purposes Collaborates with Case Managers, IT, Curriculum and Enrichment teams to ensure prompt delivery of items

Position	Intervention- Speech Language Pathologist
	Duties and responsibilities include, but are not limited, to:
Description	Provides General Education Speech and Language Response to Intervention
of Services	(RtI) to students and serves as a member of the Support Team and will
	collaborate as well as consult with the team members.

 Assist in development of MTSS, develop and implement a speech and
language RtI program.
 Develop and implement a progress monitoring systems and the analysis of student outcomes;
 Serve as a member of Student Study teams, utilizing expertise in language, its disorders, and treatment;
 Consult with teachers to meet the needs of students in initial RtI tiers with a specific focus on the relevant language underpinnings of learning and literacy

Position	Intervention Coordinator-Math
Description of Services	 Duties and responsibilities include, but are not limited, to: The Student Support Intervention Coordinator- serves as a subject expert by organizing and implementing Math intervention for all participating schools. The Coordinator works with the Homeschool Teacher (HST), parents, students, and all other academic staff within our schools that support students. The Coordinator organizes, develops, and maintains curriculum and direct instruction for intervention via a virtual platform. Also, the Coordinator will provide data for follow up SST and 504 meetings and communicate with parents, teachers, staff regarding progress, or further assessments needed. The Coordinator may also assist general education teachers with the selection of appropriate curricula and the development and implementation of appropriate strategies.

Position	Intervention Coordinator-Reading
Description of Services	 Duties and responsibilities include, but are not limited, to: The Student Support Intervention Coordinator- serves as a subject expert by organizing and implementing Reading intervention for all participating schools. The Coordinator works with the Homeschool Teacher (HST), parents, students, and all other academic staff within our schools that support students. The Coordinator organizes, develops, and maintains curriculum and direct instruction for intervention via a virtual platform. Also, the Coordinator will provide data for follow up SST and 504 meetings and communicate with parents, teachers, staff regarding progress, or further assessments needed. The Coordinator may also assist general education teachers with the selection of appropriate curricula and the development and implementation of appropriate strategies.

Position	Student Support Coordinator
Description of Services	 Duties and responsibilities include, but are not limited, to: Coordinates and leads SST meetings. The Coordinator works with the Homeschool Teacher (HST), parents, students and all other academic staff. The Coordinator holds meetings and follows up with SST meetings and communicates with parents, teachers, staff regarding progress or further assessments needed. The coordinator may also assist general education teachers with selection of appropriate curricula and the development and implementation of appropriate strategies. Implements and documents retention requests and processes for students requesting retention.

Position	504 Coordinator
Description of Services	 Duties and responsibilities include, but are not limited, to: The 504 Coordinator serves as a specialist for the school by coordinating and leading 504 meetings. The Coordinator works with the Homeschool Teacher (HST), parents, students and all other academic staff. Holds meetings, documents and follows up with 504 meetings and communicates with parents, teachers, staff regarding progress or further assessments needed. The coordinator may also assist general education teachers with selection of appropriate curricula and the development and implementation of appropriate strategies. The Coordinator will follow the regulations associated with 504's and ensure accommodations are being met.

Position	Student Support Specialist
Description of Services	 Duties and responsibilities include, but are not limited, to: Support Student Service Coordinators with scheduling and tracking of 504 and SST meetings, planning, organizing and data analysis. Schedule SST/504 Meetings Provide materials to teachers and families as needed Assist with progress monitoring & data collection Maintain calendar of SST/504 meetings as well as timelines of follow up Maintain Department Calendars Communicate with teachers and parents regarding updates, meetings, etc. Assist Student Support, 504 and Intervention Coordinators as needed Assist teachers with questions Assist in preparing teacher and parent presentations Enter and/or pull data and reports from the SIS (e.g, ELD, 504, demographics)

- Set up and maintenance of all Tier 1 programs (ie: Reading Horizons, Learning Ally, MathSeeds, Reading Eggs, etc.)
- Communicates with HST's regarding T1 programs and department inquiries.

Position	Program Specialist and Students in Crisis Coordinator
Description of Services	 Duties and responsibilities include, but are not limited, to: The Student Support Program Specialist supports SST and 504 Coordinators with exceptional cases and helps to facilitate Special Education referrals that originate with the Student Support Team. The SSPS also coordinates Students in Crisis support for students and their families so that students may maintain safety, and access to education as they work through difficult periods in their lives. Educates, builds and maintains SEL website for all schools

Position	Coordinator Student Support and Intervention
Description of Services	 Duties and responsibilities include, but are not limited, to: Develop, implement and evaluate schools MTSS/RTI and intervention programs and assists in coordinating and directing internal Intervention operations. Provide leadership to the Support Coordinators, the Support Intervention coordinators, and the School Staff to develop and implement intervention curriculum, assessment, professional learning activities, and English Learner programs. Supervise and evaluate all MTSS/RTI Support Coordinators ELA/Math. This person supports the School Principal by assisting with administrative functions, participates in overall School planning, decision making, and operation, and performs special duties as may be assigned by the Principal. Manages, coordinates and implements the retention process for all schools.

Position	Regional Community Connections Coordinator (RCC)
Description of Services	Duties and responsibilities include, but are not limited, to:
	Oversee regional group of Community Coordinators
	-Provide support, information and ideas to Regional Community Connections team

-Promote community among teachers and families
- Meet with community connections team on a regular basis
-Foster an environment of creative thinking and cohesive team effort
-Respond to requests and correspondence from teachers, families and community
representatives in a timely manner

Position	Community Connections Coordinator (CC)
	Duties and responsibilities include, but are not limited, to:
Description of Services	• Plan and implement family events and community service opportunities in assigned region either virtually or in person
	Promote community among teachers and families
	Plan approximately 3 events per month
	Foster an environment of creative thinking and cohesive team effort
	• Respond to requests and correspondence from teachers, families and community representatives in a timely manner

Position	Enrichment & Curriculum Support Specialist
Description of Services	 Duties and responsibilities include, but are not limited, to: Provide direct support to assigned Assistant Director and other staff members in the Secondary Approval Process and Enrichment Department Evaluate and make recommendations on the appropriateness of items for students that have been deemed outside of the normal enrichment guidelines Communicate changes in policies and procedures regarding the Secondary Approval Process and Enrichment Guidelines with the local Enrichment Team Support administrators, HSTs, and/or families with curriculum and enrichment questions, choices, options, and policies and procedures Communicate relevant curriculum and enrichment information with HSTs and families via North News, Monday Memos, appropriate websites, and social media channels

Position	Vendor Relations Coordinator
Description of Services	 Duties and responsibilities include, but are not limited, to: First line of communication for all vendors for the North SchoolsSchools. Manage and update vendor lists. Evaluate prospective vendors for school principal approval. Review and approve vendor applications. Develop new vendors in growing communities. Ensure approved vendors provide educational services appropriate for student development in career and technical education, physical education, and other extracurricular areas. Plan and implement a vendor support program to include staff visits to vendor locations and response to complaints. Collaborate with regional teams to investigate vendor concerns. Point person for back-office vendor team.

Position	Assistant Director
Description of Services	 Duties and responsibilities include, but are not limited, to: Oversee RC's, staff evaluations & help with staff and family situations Assemble and send out North News Weekly Newsletter Send out Staff Communications Help with Enrollment, Withdrawals, Student Assignments & manage Teacher Tracker Oversee Hiring/EdJoin, Employment Verification & work with HR Oversee Local Assignment Option & Credentialing Monitor PORs Time clock oversight PT Oversee and develop CTE Work with College Board for AP, PSAT and SAT/ACT Oversee HSVA Program & Academic Decathlon Oversee Teacher Training Program & Mentor Teacher Support RC Training & Support Professional Learning Communities Plan and implement HST Professional Development & Parent Education Manage HST Handbook Oversee Junior High Virtual Academy Work with Teacher Trainer & Mentor Teacher Team Coordinate All-Access Curriculum Oversee the EL Team, ELPAC Coordination & develop EL Plan Oversee the Testing Team: Renaissance 360 Management, CAASPP

Coordination
Coordinate with Testing Support from Provenance
Oversee Enrichment Ordering, Order Exceptions/approvals
 Enrichment: secondary approvals, policy, exceptions, training, updates, and
compliance support
 Vet, approve, and monitor Vendors
 Manage vendor communication, finalize contracts
Multicultural, Diversity, & Inclusion
 Meet with FLs, EOS, CC, NJHS/NHS, Field trips & events
Oversee Community Connections

Position	Deputy Director (4 Schools Only)
Description of Services	 Duties and responsibilities include, but are not limited, to: Writing the SARC, LCaP with LLMF Oversee charter material revisions & renewals Organize Board meeting discussions/agenda/support Work on Interim Audits & FCMAT support Collaboration with Pathways & compliance Attend FL weekly meetings Work on Family/Student Handbooks, Safety Plans WASC assistance Participate in weekly SCOE-county calls & act as liaison with Supt. and County Office

Position	High School Academic & Counseling Coordinator
Description of Services	 Duties and responsibilities include, but are not limited, to: Set High School Policy and maintain communication in all venues Supervision of Guidance Counselors, Guidance Techs and Curriculum Positions Legal compliance with all federal, state and private accrediting agencies CTE resource development and integration

Position	High School Counselor
Description of Services	 Duties and responsibilities include, but are not limited, to: Keep students, families, staff, and stakeholders informed of resources, high school requirements, and college and career information Host virtual and in-person high school information sessions for returning 8th grade families Create and host virtual and in-person information sessions regarding college applications, financial aid, social/emotional help, scheduling advice, career opportunities, concurrent enrollment Monitor graduation requirements and educational progress of each student Support Home School Teachers in scheduling students for success Advise students and families on the concurrent enrollment process, college admissions, and financial aid opportunities Work with Enrollment, School Accountability, Records, and CALPADS teams to ensure student information is accurate Support students in social/emotional matters

Position	Guidance Tech
Description	 <u>Duties and responsibilities include, but are not limited, to:</u> Transcript maintenance
of Services	 Manage Master Student Roster Ensure accurate record keeping across all platforms

Position	Academic Decathlon Teacher (Stipend)
Description of Services	 Duties and responsibilities include, but are not limited, to: Runs the Academic Decathlon Program for all schools Manage classes and curriculum Attend Acadec events

Position	Administrative Assistant (4 schools)
Description of Services	 Duties and responsibilities include, but are not limited, to: Work directly with the Principal managing daily tasks. Provide secretarial assistance to the pPrincipal by relieving him or her of administrative tasks such as composing, typing and editing letters and bulletins Managing google calendars Maintain school policies and procedures. Help organize details for meetings Pick up mail from authorizer & PO Box every week Editing & Pproofreading emails, paperwork Create letterhead for each school and one with all 5 schools Help with events (graduation, PD's, homeschool showcase) Approvals for Divvy, review check register Assist with board meeting prep

Position	Business/HR Manager (4 schools)
Description of Services	 Duties and responsibilities include, but are not limited, to: Day to day operations and activities of the Human Resources Department Advise applicants and employees regarding fingerprinting and tuberculosis clearance Wide variety of personnel related assignments, ie. records, databases Collect, verify and keep record time keeping information Prepare, input, and maintain employee information and personnel files Verify extra pay, stipend, and overtime approvals Maintain and update payroll records Resolve and respond to employee inquiries complaints and questions Verify attendance, hours worked, and pay adjustments Handle confidential files and audits Create and write contracts & Rate in new employees Handle all benefits setup, deletion, changes and open enrollment concerns Accounts payable processing verifications and approvals

Position	Business/HR Assistant (4 schools)
	 <u>Duties and responsibilities include, but are not limited, to:</u> Assist HR/Business Manager in day to day operations
	Assist with record time keeping information
	Maintain and update payroll records
Description	 Resolve and respond to employee inquiries complaints and questions
of Services	 Verify attendance, hours worked, and pay adjustments
	Handle confidential files and audits
	 Create and write contracts & Rate in new employees
	 Handle all benefits setup, deletion, changes and open enrollment concerns
	 Accounts payable processing verifications and approvals

Position	EL Coordinator
Description of Services	 Duties and responsibilities include, but are not limited, to: Hold a twice-monthly designee meeting via zoom to discuss questions, concerns, training and reminders HST education regarding EL services and ELPAC; including once-a-month Zoom training or office hours Monitor designee compliance Meet with ADs/Directors as needed to discuss each of the schools' needs Work with student support and language services to create a plan to effectively serve the ELEL students population Plan and carry out Summative ELPAC testing Work with the SPED department to create a functioning plan to test SPED EL students

Position	EL Designee
Description of Services	 Duties and responsibilities include, but are not limited, to: Administer the initial ELPAC test depending upon scope Check pathways twice a week, run a compliance report, add new EL enrollment

Classify students as an English Learner or English proficient (IFEP) after Initial
ELPAC results are in & communicating results with HST
 Making service plan to support the EL students and monitor the use of
interventions
Maintain communication with HSTs to aid in supporting EL students
Complete RFEP monitoring monthly
After summative results come back RFEP eligible students
Attend IEP meetings to reclassify SPED EL students
Complete Annual Parent Notification and mail out to families
Assist in forming and maintaining an ELAC/DLAC
 Provide structured English immersion class via Zoom 1x per week

Position	Testing Coordinator			
Description of Services	 Duties and responsibilities include, but are not limited, to: Collaborate with the Testing Director regarding internal and state assessments First line of testing support for teachers and regional coordinators Coordinate teacher, student, and parent training for test administration Attend state testing meetings as needed Compile and organize testing data as needed Train TLCs in test administration best practices and procedures Create and implement testing calendars for the school year 			

Position	Family Liaison			
Description of Services	 Duties and responsibilities include, but are not limited, to: Serves as initial point of contact, "face" of our schools for prospective families Serve as the voice and bridge for families with the schools Provide platform for parent information and connection Plans and manage all aspect of field trips Assists Enrollment Team: creates smooth transition for families and HSTs Monitor and maintain social media platforms to answer parent questions Host weekly facebook live sessions to inform and build community Partner with departments and programs throughout our school - Community Connections, Lending Library Organize and host monthly and annual events: Park Days, Vendor & Curriculum Fair, Book Fairs, Enrichment Events 			

Critical in educating families on the appropriate use of student planning
amounts
Create and distribute weekly communication with tips, events, commentary,
resources
 Encourage, inform, and uplift, staff and families
Develop and maintain HomeSchool Helper site - resource for families and staff
Work closely with Admin to relay and response to concerns within the parent
community and facilitate school-home communication
Extensive understanding of vendors - assist vendors with social media posts
and critical to cultivate positive relationships between schools, families, and
vendors

Position	Director of Operations (4 Schools Only)			
Description of Services	 Collaborate with administrative team to support the annual strategic planning cycle including guiding progress review and reflection based on current year results, goal setting, and driving the scope and sequence of the budgeting process for input and approval from all necessary internal stakeholders Assist as needed in development of policy tools and infrastructure Support and collaborate on the development of new programs and events Ensure strong execution of operational plans such that the organization maximizes opportunities, meets its goals, and significantly grows opportunities for families and students, while building long-term overall sustainability Serve as an organizational culture leader, promoting our school values and infusing them into all aspects of the work Directly oversee staff at facilities and teams of classified staff Provide building admin support for all facilities (lease, utilities, build-out, building services, technology support, maintenance). 			

Position	High School Success Coordinator
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	Duties and responsibilities include, but are not limited, to:		
Description of Services	 Answer HST questions on an on-call basis, including curriculum consultations IGP checks for 9th-11th graders High School Trainings in August, January and on-going Point of contact for school-managed outside curriculum options 		

Position	High School Content Specialist			
Description of Services	 Duties and responsibilities include, but are not limited, to: Be available to support HSTs and/or families with high school content questions, course selections, curriculum choices and policies and procedures Write course descriptions, outlines, and a-g standards-based courses, following all necessary requirements and guidelines Serve as a content area expert for one or more core subject areas Assist with and participate in coordination and planning of community outreach and teen-centric events in the region Point of contact for school-managed outside curriculum options 			

Position	Community Liaison			
Description of Services	 Duties and responsibilities include, but are not limited, to: Identify homeless and foster youth through enrollment and proof of residency documentation Obtain a list of resources available to families from local and state agencies. These may include: Food service/distribution Transportation Technology Access Housing/shelter resources Medi-cal info Social-Emotional support Update and maintain website with information for families that may qualify for programs Communicate regularly with HSTs to ensure awareness of programs available 			

As detailed in Attachment C, For the instructional shared personnel defined above, the fallocation of cost per school will be determined in one of three ways described in attachment C:

<u>Category 1: Allocation by sStudent eCount sServed &Directly (e.g., fee charged to School on a per-student served basis)</u>

Category 2: Allocation by Total ADA.

Each Party's Allocation for Category 2 personnel shall be determined by dividing their ADA by the combined ADA of all Parties to this MOU, as set forth below:

<u>Party</u>	Total ADA	<u>Allocation</u>
Clarksville Charter School	<u>1158</u>	.22 (22%)
Feather River Charter School	<u>1091</u>	.21 (21%)
Lake View Charter School	434	.08 (8%)
The Cottonwood School	<u>2425</u>	<u>.47 (47%)</u>
Winship Community School	<u>107</u>	.02 (2%)

Category 3: Allocation by nNumber of sStudents in a pParticular gGroup

<u>Party</u>	SPED Enrollment	Allocation
Clarksville Charter School	<u>108</u>	.22 (22%)
Feather River Charter School	<u>118</u>	<u>.24 (24%)</u>
Lake View Charter School	<u>46</u>	.09 (9%)
The Cottonwood School	<u>215</u>	.43 (43%)
Winship Community School	<u>10</u>	.02 (2%)
<u>Party</u>	Student Support Enrollment (Based on Total ADA)	Allocation
Clarksville Charter School	<u>1158</u>	.22 (22%)
Feather River Charter School	<u>1091</u>	<u>.21 (21%)</u>
Lake View Charter School	434	.08 (8%)
The Cottonwood School	<u>2425</u>	<u>.47 (47%)</u>
Winship Community School	<u>107</u>	.02 (2%)
Party	High School Enrollment	Allocation
Clarksville Charter School	<u>248</u>	.24 (24%)

Feather River Charter School	<u>268</u>	.26 (26%)
Lake View Charter School	<u>51</u>	.05 (5%)
The Cottonwood School	<u>450</u>	.44 (44%)
<u>Party</u>	4 Schools Enrollment	Allocation
Clarksville Charter School	1158	.42 (42%)
Feather River Charter School	<u>1091</u>	.39 (39%)
Lake View Charter School	434	.15 (15%)
Winship Community School	<u>107</u>	.04 (4%)

ellowing formula is used to determine the Allocation: Lessee schools shall be charged based on the number of students served by each Shared Personnelthe allocation method agreed upon for each position as shown belowherein and in Attachment C. The amount charged will be the percentage of the total cost per employeeper student is \$\text{INSERT AMOUNT e.g., this was \$291 last year}\]. The amount charged will be the percentage of the total cost per Shared Personnel.

Each Party's Allocation shall be determined and reassessed at the following intervals:

- 1. First Assessment for Category 2 Personnel. The Parties shall determine the Allocation no later than July 1, based upon each Party's second principal apportionment report (P-2) for the prior school year and staffing.
- 2. Second Assessment for Category 2 Personnel Shared by ADA. The Parties shall re-assess the Allocation no later than December 15, based upon each Party's ADA as of that date, and any resulting adjustments shall be effective as of January 1.
- 3. Assessment for Category 3 Personnel. Enrollment for the Category 3 specific student groups described above will be updated each month at the snapshot, and each Party's share of costs for the upcoming month will be updated accordingly.

ATTACHMENT B

SHARED PERSONNEL TRACKING

This tracking spreadsheet contains student information and is not attached. System has been presented to board and is available to board members upon request.

ATTACHMENT C

Total Estimated Costs

This attachment is governed by and subject to the provisions of the Memorandum of Understanding regarding the provision of personnel Services, the terms of which are incorporated herein, between Clarksville Charter School, Feather River Charter School, Lake View Charter School, The Cottonwood School, and Winship Community School.

The attachment incorporates the following estimated total cost of employing Shared Personnel split by each respective category described in Attachment A (Category 1: Costs split based on students served, Category 2: costs split by ADA percentage, and Category 3: Costs split by student groups served). providing Instructional Services and Other Educational Services (as defined in Attachment A) This attachment is approved and effective as of the date of full execution of this MOU. The attachment delineates each Party's equitable share for each Shared Personnel.

INSTRUCTIONAL SERVICES:

Position	Shared Personnel Costs				
[INSERT TEACHER POSITION/NAME]	INSERT COSTS				
INSERT TEACHER POSITION/NAME	INSERT COSTS				

OTHER EDUCATIONAL SERVICES:

9	0 - 1 - 1 - 0 - 0 - 0 - 0 - 0 - 0				
Position Position	Shared Personnel Costs				
[INSERT POSITION/NAME]	INSERT COSTS				
[INSERT POSITION/NAME]	HNSERT COSTS				

		0-100%	0-100%	0-100%	0-100%	0-100%	Staff marked light orange calculations will come from the RC Workbook
All Staff	MONTHLY SALARY	TCS %	CV %	LV %	WIN %	FR %	Staff marked light green calculations will come from the SPED Workbook
WINSHIP	Total Salary Per Month	TCS %	CV %	LV %	WIN %	FR %	Notes
HST1 -W	\$6,772						
HST2- W	\$7,436						
HST3 - W	\$6,252						
HST4 - W	\$6,252						
SPED1 - W	\$7,613						no students to factor
CLASS 1-W	\$0	0	0	0	100	0	NO STUDENTS / part time hourly
CLASS 2-W	\$0	0	0	0	100	0	NO STUDENTS / part time hourly
LAKEVIEW	Total Salary Per Month	TCS %	CV %	LV %	WIN %	FR %	Notes
ADMIN 2- L	\$11,809	42	22	15	0	21	This AD percentages are altered from ADA due to extra focu
HST1- L	\$7,405						
HST2-L	\$7,685						
HST3-L	\$7,354						
HST4-L	\$9,559						
HST5-L	\$7,811						
HST6-L	\$7,399						
HST7-L	\$7,103						
HST8-L	\$7,029						
HST9-L	\$7,689						
HST10-L	\$8,540						
HST11-L	\$7,442						
HST12-L	\$9,643						
HST13-L	\$6,269						
HST14-L	\$6,252						
HST15-L	\$6,352						
HST16-L	\$7,504						
HST17-L	\$6,428						
HST 18-L	\$6,930						
SPED 1-L	\$9,750						no students to factor
SPED 2-L	\$7,417						no students to factor
SPED 3-L	\$8,271						no students to factor
PT HST1-L							part time - verified by student count monthly

		0-100%	0-100%	0-100%	0-100%	0-100%	Staff marked light orange calculations will come from the RC Workbook
All Staff	MONTHLY SALARY	TCS %	CV %	LV %	WIN %	FR %	Staff marked light green calculations will come from the SPED Workbook
PT HST2-L							part time - verified by student count monthly
PT HST3-L							part time - verified by student count monthly
CLASS 1-L	\$4,354	0	0	100	0	0	no students to factor
CLASS 2-L	\$4,563	47	22	8	2	21	no students to factor
CLASS 3-L	\$4,001	47	22	8	2	21	no students to factor
CLARKSVILLE	Total Salary Per Month	TCS %	CV %	LV %	WIN %	FR %	Notes
ADMIN 2-C	\$17,092	43	22	9	2	24	no students to factor
ADMIN 3-C	\$12,151	47	22	8	2	21	
ADMIN 4-C	\$13,551	0	30	10	25	35	
ADMIN 5-C	\$12,386	44	24	5	0	26	
ADMIN 6-C	\$11,788	47	22	8	2	21	
ADMIN 7-C	\$9,629	0	25	25	25	25	no students to factor
COUNSELOR-C	\$7,771	44	24	5	0	26	
HST1-C	\$6,586						
HST2-C	\$8,750						
HST3-C	\$9,237						
HST4-C	\$7,459						
HST5-C	\$6,606						
HST6-C	\$10,578						
HST7-C	\$9,719						
HST8-C	\$7,463						
HST9-C	\$8,956						
HST10-C	\$8,190						
HST11-C	\$7,422						
HST12-C	\$8,750						
HST13-C	\$9,961						
HST15-C	\$6,256						
HST16-C	\$7,745						
HST17-C	\$6,252						
HST18-C	\$6,252						
HST19-C	\$8,029						
HST20-C	\$7,030						

		0-100%	0-100%	0-100%	0-100%	0-100%	Staff marked light orange calculations will come from the RC Workbook
All Staff	MONTHLY SALARY	TCS %	CV %	LV %	WIN %	FR %	Staff marked light green calculations will come from the SPED Workbook
HST21-C	\$6,662						
HST22-C	\$7,354						
HST23-C	\$7,403						
HST24-C	\$7,456						
HST25-C	\$6,252						
HST26-C	\$6,402						
HST27-C	\$6,881						
HST28-C	\$7,749						
HST29-C	\$7,324						
HST30-C	\$7,452						
HST31-C	\$8,630						
HST32-C	\$8,344						
HST33-C	\$6,668						
HST34-C	\$7,972						
HST35-C	\$7,442						
HST36-C	\$9,679						
HST37-C	\$8,925						
HST38-C	\$8,587						
HST39-C	\$6,248						
HST40-C	\$8,685						
HST41-C	\$7,463						
HST42-C	\$8,971						
HST43-C	\$6,647						
SPED 1-C	\$7,382						no students to factor
SPED2-C	\$8,334						no students to factor
SPED3-C	\$6,511						no students to factor
SPED4-C	\$7,967						no students to factor (ON LEAVE 10/16/20 FWD)
SPED5-C	\$8,789						no students to factor
SPED6-C	\$6,893						no students to factor
SPED7-C	\$11,211						no students to factor (NEW HIRE 10/01/20)
SPED8-C	\$8,326						no students to factor
PT HST1-C							part time - verified by student count monthly

		0-100%	0-100%	0-100%	0-100%	0-100%	Staff marked light orange calculations will come from the RC Workbook
All Staff	MONTHLY SALARY	TCS %	CV %	LV %	WIN %	FR %	Staff marked light green calculations will come from the SPED Workbook
PT HST2-C							part time - verified by student count monthly
PT HST3-C							part time - verified by student count monthly
PT HST4-C							part time - verified by student count monthly
PT HST5-C							part time - verified by student count monthly
PT HST6-C							part time - verified by student count monthly
PT HST7-C							part time - verified by student count monthly
PT HST8-C							part time - verified by student count monthly
CLASS 1-C	\$6,206	0	42	15	4	39	no students to factor
CLASS 2-C	\$6,309	0	80	4	1	15	no students to factor
CLASS 3 -C	\$5,059						no students to factor
CLASS 4-C	\$5,712	47	22	8	2	21	no students to factor
CLASS 5-C	\$6,773	47	22	8	2	21	no students to factor
CLASS 6 -C	\$5,271						no students to factor
CLASS 7 -C	\$4,167	0	42	15	4	39	no students to factor
FEATHER RIVER	Tatal Calana Dan Manth						
TEXTILEX REVER	Total Salary Per Month	TCS %	CV %	LV %	WIN %	FR %	Notes
ADMIN1-F	\$16,523	0	42	LV %	WIN %		Notes no students to factor
	-						
ADMIN1-F	\$16,523	0	42	15	4	39	
ADMIN1-F ADMIN2-F	\$16,523 \$11,792	0 47	42 22	15 8	4	39 21	
ADMIN1-F ADMIN2-F ADMIN3-F	\$16,523 \$11,792 \$12,484	0 47	42 22	15 8	4	39 21	
ADMIN1-F ADMIN2-F ADMIN3-F HST1-F	\$16,523 \$11,792 \$12,484 \$7,756	0 47	42 22	15 8	4	39 21	
ADMIN1-F ADMIN2-F ADMIN3-F HST1-F HST2-F	\$16,523 \$11,792 \$12,484 \$7,756 \$6,402	0 47	42 22	15 8	4	39 21	
ADMIN1-F ADMIN2-F ADMIN3-F HST1-F HST2-F HST3-F	\$16,523 \$11,792 \$12,484 \$7,756 \$6,402 \$7,716	0 47	42 22	15 8	4	39 21	
ADMIN1-F ADMIN2-F ADMIN3-F HST1-F HST2-F HST3-F HST4-F	\$16,523 \$11,792 \$12,484 \$7,756 \$6,402 \$7,716 \$7,358	0 47	42 22	15 8	4	39 21	
ADMIN1-F ADMIN2-F ADMIN3-F HST1-F HST2-F HST3-F HST4-F HST5-F	\$16,523 \$11,792 \$12,484 \$7,756 \$6,402 \$7,716 \$7,358 \$6,268	0 47	42 22	15 8	4	39 21	
ADMIN1-F ADMIN2-F ADMIN3-F HST1-F HST2-F HST3-F HST4-F HST5-F HST6-F	\$16,523 \$11,792 \$12,484 \$7,756 \$6,402 \$7,716 \$7,358 \$6,268 \$7,749	0 47	42 22	15 8	4	39 21	
ADMIN1-F ADMIN2-F ADMIN3-F HST1-F HST2-F HST3-F HST4-F HST5-F HST6-F	\$16,523 \$11,792 \$12,484 \$7,756 \$6,402 \$7,716 \$7,358 \$6,268 \$7,749	0 47	42 22	15 8	4	39 21	
ADMIN1-F ADMIN2-F ADMIN3-F HST1-F HST2-F HST3-F HST4-F HST5-F HST6-F HST7-F	\$16,523 \$11,792 \$12,484 \$7,756 \$6,402 \$7,716 \$7,358 \$6,268 \$7,749 \$7,504 \$8,767	0 47	42 22	15 8	4	39 21	
ADMIN1-F ADMIN2-F ADMIN3-F HST1-F HST2-F HST3-F HST4-F HST5-F HST6-F HST6-F HST7-F HST8-F	\$16,523 \$11,792 \$12,484 \$7,756 \$6,402 \$7,716 \$7,358 \$6,268 \$7,749 \$7,504 \$8,767	0 47	42 22	15 8	4	39 21	
ADMIN1-F ADMIN2-F ADMIN3-F HST1-F HST2-F HST3-F HST4-F HST6-F HST6-F HST7-F HST8-F HST9-F HST10-F	\$16,523 \$11,792 \$12,484 \$7,756 \$6,402 \$7,716 \$7,358 \$6,268 \$7,749 \$7,504 \$8,767 \$6,555 \$6,776	0 47	42 22	15 8	4	39 21	
ADMIN1-F ADMIN2-F ADMIN3-F HST1-F HST2-F HST3-F HST4-F HST5-F HST6-F HST7-F HST7-F HST8-F HST9-F HST10-F	\$16,523 \$11,792 \$12,484 \$7,756 \$6,402 \$7,716 \$7,358 \$6,268 \$7,749 \$7,504 \$8,767 \$6,555 \$6,776	0 47	42 22	15 8	4	39 21	

		0-100%	0-100%	0-100%	0-100%	0-100%	Staff marked light orange calculations will come from the RC Workbook
All Staff	MONTHLY SALARY	TCS %	CV %	LV %	WIN %	FR %	Staff marked light green calculations will come from the SPED Workbook
HST15-F	\$6,272						
HST16-F	\$6,901						
HST17-F	\$7,058						
HST18-F	\$6,659						
HST19-F	\$6,568						
HST20-F	\$7,393						
HST21-F	\$9,734						
HST22-F	\$6,913						
HST23-F	\$8,972						
HST24-F	\$7,235						
HST25-F	\$8,544						
HST26-F	\$6,252						
HST27-F	\$9,944						
HST28-F	\$7,220						
HST29-F	\$9,112						
HST30-F	\$7,652						
HST31-F	\$7,713						
HST32-F	\$6,252						
HST33-F	\$6,252						
SPED1-F	\$10,985						
SPED2-F	\$7,732						
SPED3-F	\$6,485						
SPED4-F	\$7,960						
SPED5-F	\$7,668						
SPED6-F	\$7,562						
SPED7-F	\$8,291						
SPED8-F	\$8,251						
PT HST1-F							part time - verified by student count monthly
PT HST2-F							part time - verified by student count monthly
PT HST3-F							part time - verified by student count monthly
PT HST4-F							part time - verified by student count monthly
PT HST5-F							part time - verified by student count monthly

		0-100%	0.400%	0.4009/	0-100%	0-100%	Staff marked light orange calculations will come from the RC Workbook
All Staff	A A ONITH II V CALADY		0-100%	0-100%			Staff marked light green calculations will come from
	MONTHLY SALARY	TCS %	CV %	LV %	WIN %	FR %	the SPED Workbook
PT HST6-F							part time - verified by student count monthly
PT HST7-F							part time - verified by student count monthly
PT HST8-F							part time - verified by student count monthly
PT HST9-F							part time - verified by student count monthly
PT HST10-F							part time - verified by student count monthly
PT HST11-F							part time - verified by student count monthly
Class1-F	\$6,076	0	25	25	25	25	no students to factorno students to factor
Class2-F	\$4,615						no students to factor
Class3-F	\$4,001						no students to factor
Cottonwood	Total Salary Per Month	TCS %	CV %	LV %	WIN %	FR %	Notes
HST1	\$8,160						
HST2	\$7,977						
RC3	\$11,427						
HST3	\$8,811						
HST4	\$8,993						
Sped1	\$9,610						
HST5	\$11,759						
Sped2	\$9,315						
HST6	\$8,134						
HST7	\$7,977						
HST8	\$8,160						
Sped3	\$9,021						
Sped4	\$10,239						
HST9	\$11,361						
HST10	\$7,977						
Sped5	\$9,971						
HST11	\$7,977						
Sped6	\$9,248						
HST12	\$7,977						
HST13	\$7,977						
HST14	\$8,347						
HST15	\$7,977						

		0-100%	0-100%	0-100%	0-100%	0-100%	Staff marked light orange calculations will come from the RC Workbook
All Staff	MONTHLY SALARY	TCS %	CV %	LV %	WIN %	FR %	Staff marked light green calculations will come from the SPED Workbook
HST16	\$9,096						
HST17	\$8,993						
HST18	\$7,977						
HST19	\$8,686						
Sped7	\$10,580						
HST20	\$8,811						
HST21	\$7,977						
Sped8	\$10,846						
RC4	\$10,942						
HST22	\$7,977						
HST23	\$8,347						
Sped9	\$8,192						
RC5	\$10,521						
HST24	\$10,624						
HST25	\$8,811						
Sped10	\$8,297						
HST26	\$9,096						
HST27	\$8,160						
HST28	\$9,785						
HST29	\$9,082						
HST30	\$10,922						
HST31	\$7,977						
HST32	\$7,977						
Sped11	\$10,929						
HST33	\$8,772						
Sped12	\$10,568						
SST COOR 1	\$11,797						
HST34	\$8,347						
HST35	\$7,977						
HST36	\$10,922						
Sped13	\$10,054						
HST37	\$11,755						

		0-100%	0-100%	0-100%	0-100%	0-100%	Staff marked light orange calculations will come from the RC Workbook
All Staff	MONTHLY SALARY	TCS %	CV %	LV %	WIN %	FR %	Staff marked light green calculations will come from the SPED Workbook
HST38	\$9,015						
HST39	\$10,772						
HST40	\$8,811						
HST41	\$8,908						
HST42	\$7,977						
HST43	\$8,811						
HST44	\$12,592						
HQT 1	\$7,978						
HST45	\$9,096						
HST46	\$8,811						
HST47	\$8,160						
HST48	\$7,977						
HST49	\$9,015						
HST50	\$7,977						
HST51	\$7,977						
Sped14	\$11,834						
Sped15	\$8,302						
Sped16	\$9,376						
Sped17	\$10,846						
HST52	\$7,977						
HST53	\$10,527						
HST54	\$10,527						
Sped18	\$8,631						
HST55	\$7,977						
HST56	\$9,433						
HST57	\$8,160						
HST58	\$7,977						
HST59	\$9,433						
HST60	\$8,694						
HST61	\$7,977						
HST62	\$8,772						
HST63	\$8,385						

		0-100%	0-100%	0-100%	0-100%	0-100%	Staff marked light orange calculations will come from the RC Workbook
All Staff	MONTHLY SALARY	TCS %	CV %	LV %	WIN %	FR %	Staff marked light green calculations will come from the SPED Workbook
HST64	\$11,361						
Sped19	\$8,895						
HST65	\$8,160						
HST66	\$9,783						
HST67	\$7,977						
HST68	\$8,811						
HST69	\$9,783						
HST70	\$4,018						
HST71	\$4,274						
HST72	\$5,012						
HST73	\$3,620						
HST74	\$4,784						
HST75	\$4,018						
RC6	\$11,929						
NURSE 2	\$11,908						
Sped20	\$11,750						
Sped21	\$6,932						
Sped22	\$6,955						
TECH 1	\$8,829						
Sped 24	\$5,974						
Admin1	\$15,029	100	0	0	0	C	
Family Liaison	\$7,202	100	0	0	0	С	
HQT 2	\$11,180	60	17	4	2	17	
HQT 3	\$8,904	47	22	8	2	21	
Sped23	\$6,722						
Counselor1	\$9,830	44	24	5	0	26	
HQT 4	\$10,082	47	22	8	2	21	
Sr. Lead SLP 1	\$13,471						
Intervention Coor	\$11,294						
RC 1	\$10,910						
JHVA1	\$8,160						
RC 2	\$11,363						

		0-100%	0-100%	0-100%	0-100%	0-100%	Staff marked light orange calculations will come from the RC Workbook
All Staff	MONTHLY SALARY	TCS %	CV %	LV %	WIN %	FR %	Staff marked light green calculations will come from the SPED Workbook
EL Coor	\$10,772						
Nurse 1	\$10,869						
Vendor Coor 1	\$11,363						
	\$0						
	\$0						
	\$0						
	\$0						
	\$0						
	\$0						
	\$0						
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