

**MEMORANDUM OF UNDERSTANDING
FOR SHARED TEACHER SERVICES**

This Memorandum of Understanding for Shared Teacher 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: Monarch River Academy, Yosemite Valley Charter School, Clarksville Charter School, Feather River Charter School, The Cottonwood School, and Lake View Charter School.

WHEREAS, Monarch River Academy operates a public charter school named Monarch River Academy, Yosemite Valley Charter School operates a public charter school named Yosemite Valley Charter School, Clarksville Charter School operated a public charter school named Clarksville Charter School, Feather River Charter School operates a public charter school named Feather River Charter School, The Cottonwood School operates a public charter school named The Cottonwood School, and Lake View Charter School operates a 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. The Allocation shall be assessed at the intervals set forth in Attachment A for each year 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. Fees. 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. Expenses. 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. Invoicing. 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. Payment Terms. Payment is due thirty (30) days from the date of delivery of the Monthly Invoice.

e. Disputes. 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 non-exempt 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 a 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(i).

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 non-exempt 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 non-exempt Shared Personnel while working on behalf of Lessee.

8. Term and Termination.

- a. Term. 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 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. Termination With Cause. 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. Charter Revocation/Non-Renewal. 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. Duty to Pay Severance to Shared Personnel Upon Termination. 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 any 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. Termination of Shared Personnel Arrangements. 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 11 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, and 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 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 the other Party's 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:

<i>To:</i> Monarch River Academy ATTN: Board President 3610 E. Ashlan Ave. Fresno, CA 93726 sam@theenglishlearnergroup.com	<i>To:</i> Yosemite Valley Charter School ATTN: Board President 3610 E. Ashlan Ave. Fresno, CA 93726 ljarocki@hotmail.com
<i>To:</i> Clarksville Charter School ATTN: Board President 4818 Golden Foothills Parkway #9 El Dorado Hills, CA 95762 emily95661@gmail.com	<i>To:</i> Feather River Charter School ATTN: Board President 4305 South Meridian Road Meridian, CA 95957-9647 Dbrockmyer@hotmail.com
<i>To:</i> Lake View Charter School ATTN: Board President 4672 County Road N Orland, CA 95963 Lindsay.mower@gmail.com	<i>To:</i> The Cottonwood School ATTN: Board President 7006 Rossmore Lane El Dorado Hills, CA 95762 nlorenzedd@gmail.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 Page on Following Page]

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

Monarch River Academy, a California nonprofit
public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2020

Yosemite Valley Charter School, a California
nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2020

Feather River Charter School, a California nonprofit
public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2020

Lake View Charter School, a California nonprofit
public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2020

The Cottonwood School, a California nonprofit
public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2020

Clarksville Charter School, a California nonprofit
public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2020

ATTACHMENT A

Effective 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	Teacher
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● 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. ● The Teacher provides an educational atmosphere where students have the opportunity to fulfill their potential for intellectual, emotional, and psychological growth. Teachers will use online and textbook resources to deliver content, but will also need to adapt, differentiate, and scaffold curriculum for students with different learning abilities. The teachers will organize and implement an instructional program that results in student academic success in accordance with state policies, standards, and law.

Position	HSVA Coordinator
Description of Services	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> ● Implement High School Teacher programs, HSVA and Edgenuity ● Oversee program development in the North and Central regions ● Communication lead with both programs ● Train teachers Schoology, Edgenuity, YAMM and Zoom ● Develop course descriptions, schedule and catalog ● Observe and evaluate teacher performance ● Respond to parent questions/concerns ● Hold a weekly meeting via zoom to discuss questions, concerns, training, and reminders for Virtual Academies Staff. ● HST education regarding new locally-based programs ● Assist Teachers with monitoring student compliance ● Meet with HSA&CC and AD as needed to discuss each of the schools’ needs ● Work with student support and language services to create a plan to serve sub-groups ● Work with the SPED department to create a functioning plan to test SPED students

As detailed in Attachment C, the allocation of cost per school will be determined in one of two ways

Category 1: Allocation by Student Count Served Directly (e.g., fee charged to School on a per-student served basis)

Category 2: Allocation by percentage of Total Enrollment in HSVA program.

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 Enrollment in the program. The Parties shall re-assess the Allocation no later than December 15, based upon each Party's HSVA enrollment as of that date, and any resulting adjustments shall be effective as of January 1.

ATTACHMENT B

SHARED PERSONNEL TRACKING

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

ATTACHMENT C

Total Cost

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.

The attachment incorporates the estimated total cost of employees in the program employing Shared Personnel split by each respective category described in Attachment A (Category 1: Costs split based on students served and Category 2: Allocation by **percentage of Total Enrollment in HSVA program**). 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.

CLARKSVILLE CHARTER SCHOOL:

Position	Shared Personnel Costs
HQT6	\$120,434.00
HQT7	\$114,022.00

FEATHER RIVER CHARTER SCHOOL:

Position	Shared Personnel Costs
HQT9	\$104,500.00
HQT8	\$97,135.00
HQT10	\$127,833.00

LAKE VIEW CHARTER SCHOOL:

Position	Shared Personnel Costs
None	

MONARCH RIVER ACADEMY:

Position	Shared Personnel Costs
HQT11	\$103,047.21
HQT12	\$111,072.09
HQT13	\$97,283.66
HQT14	\$106,786.27

THE COTTONWOOD SCHOOL:

Position	Shared Personnel Costs
HQT1	\$95,730.56
HQT2	\$134,159.50
HQT3	\$106,853.75
HQT4	\$120,978.00
HQT5	\$47,865.28

YOSEMITE VALLEY CHARTER SCHOOL:

Position	Shared Personnel Costs
None	