

## 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, 2022+ (“**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, 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, 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 equitably and appropriately allocate and document 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 the 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.* 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 the 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.

*a.* 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.

*b.* 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.

*c.* 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.

*d.* Administer trainings, leaves of absence, disability accommodations and other duties of an employer as required by applicable law.

*e.* Assuming Lessor participates in CalSTRS or CalPERS, the Parties acknowledge Shared Personnel are employees of the Lessor for CalSTRS or CalPERS purposes.

*f.* 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).

*g.* 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.

**2. 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.

### **3. Term and Termination.**

- a. Term. The MOU is effective as of July 1, 2022~~+~~ and shall remain in effect until June 30, 2023~~2~~ (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. 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 non paying 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 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 are any disputes concerning termination of Shared Personnel arrangements, the Parties agree to meet and confer to seek a resolution in good faith.

**4. 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.

**5. 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.

**6. 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.

**7. 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 Educators 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 affecting 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.

**8. 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.

**9. 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.

**10. 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 insure to the benefit of, the Parties and their respective successors and



assigns.

**11. 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.

**12. 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.

**13. 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  
[ccsboard@sequoiagrove.org](mailto:ccsboard@sequoiagrove.org)  
~~[emily95661@gmail.com](mailto:emily95661@gmail.com)~~

To: Feather River Charter School  
ATTN: Board President  
4305 South Meridian Road  
Meridian, CA 95957-9647  
[frcsboard@sequoiagrove.org](mailto:frcsboard@sequoiagrove.org)  
~~[dbrockmyer@hotmail.com](mailto:dbrockmyer@hotmail.com)~~

-ff  
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To: Lake View Charter School  
ATTN: Board President  
4672 County Road N  
Orland, CA 95963  
[lvcsboard@sequoiagrove.org](mailto:lvcsboard@sequoiagrove.org)  
~~[lindsay.mower@gmail.com](mailto:lindsay.mower@gmail.com)~~

To: ~~Winship Community School~~ff  
~~ATTN: Board President~~ff  
~~4305 South Meridian Road~~ff  
~~Meridian, CA 95957-9647~~ff  
~~[dbrockmyer@hotmail.com](mailto:dbrockmyer@hotmail.com)~~ff

**14. 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.

**15. 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.

**16. Amendments.** This MOU may be amended by the mutual written consent of all Parties.

**17. 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.

**18. 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.

**19. Governing Law.** This MOU shall be governed by and interpreted under California law.

**20. 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.

**21. 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.

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

Clarksville Charter School, a California nonprofit public benefit corporation  By: _____ Name: _____ _____ Its: _____ Date: _____, 2022+	Feather River Charter School, a California nonprofit public benefit corporation  By: _____ Name: _____ _____ Its: _____ Date: _____, 2022+
Lake View Charter School, a California nonprofit public benefit corporation	<del>Winship Community School, a California nonprofit public benefit corporation</del> ff ff

By: _____ Name: _____ _____ Its: _____ Date: _____, 2022+	By: _____ Name: _____ _____ Its: _____ Date: _____, 2021

**ATTACHMENT A**

**Effective Date: July 1, 2024**

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:**

<b>Position</b>	<b>Associate Executive Director</b>
<b>Description of Services</b>	<ul style="list-style-type: none"> <li>● Works with Executive Director in developing a vision and strategic plan to guide the schools</li> <li>● Collaborates with the Executive Director on all aspects of the schools' activities, the condition of the school's educational program and assure effective communication between the Executive Director and school staff as needed</li> <li>● Assist the ED to ensure the LCAP is created and implemented, report Local Dashboard Indicators, implement WASC Action Plan</li> <li>● Ensure fulfillment of accreditation recommendations and requirements</li> <li>● Assist in the planning, implementation and evaluation of the organization's programs and services</li> <li>● Work with Assessment team to monitor student data to drive instruction and programs</li> <li>● Work with High School team to support programs</li> <li>● Monitor and support compliance issues that arise with students, Homeschool Teachers, or ITAs, including Compliance Conferences</li> <li>● Help oversee the implementation of the human resources policies, procedures and practices including the development of job description for all staff</li> <li>● Oversees a performance management process for all staff which includes working with teams on conducting performance reviews</li> <li>● Foster positive authorizer relationships</li> <li>● Establish good working relationships and collaborative arrangements with community groups, charter groups, other like charters and other organizations to help achieve the goals of the organization</li> </ul>

<b>Position</b>	<b>Chief Fiscal Officer</b>
<b>Description of Services</b>	<ul style="list-style-type: none"> <li>● Assist with the development, facilitation, implementation and monitoring of State and Federal Program budgets/expenditures for each Charter including overseeing coding of expenditures</li> <li>● Collaborate with Administrative Team to ensure curriculum and programmatic alignment of categorical programs</li> <li>● Oversees fiscal resources from the general fund, special education allocations, and other sources for the purpose of fiscal efficiency and effectiveness in the provision of services.</li> </ul>

	<ul style="list-style-type: none"> <li>● Oversee the Shared Staff Memorandum of Understanding monthly billing process</li> <li>● Point of contact for the Charter Services Organization (CSO), contracted financial service agencies, and consultants.</li> <li>● Review School Accountability Report Cards (SARC) and Comprehensive School Safety Plans for compliance</li> <li>● Assist with development, implementation and evaluation of LCAPs</li> <li>● Assistant purchasing officer of the schools, which involves advising on purchasing practices, preparation of specification for bidding, and ensures that purchasing complies with the law and the policies of the schools.</li> <li>● Identify all revenue sources to insure appropriate funding</li> </ul>
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<b>Position</b>	<b>Director of Human Resources</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Oversee the onboarding and exiting of staff to ensure that all staff members experience excellent HR customer service at the start and conclusion of their employment</li> <li>● Manage and monitor the progress of all leave requests (FMLA, CFRA, personal, etc.)</li> <li>● Oversees the safeguards of complete and comprehensive records for each employee</li> <li>● Works with the CSO and back office to oversees accurate processing of employee payroll for 200 plus employees</li> <li>● Oversee compliance in the renewal of credentials, tuberculosis testing and mandated reporting</li> </ul>

<b>Position</b>	<b>Director of Special Education &amp; Student Support</b>
<b>Description of Services</b>	<ul style="list-style-type: none"> <li>● Collaborates with Charter Executive Director and instructional administrators to ensure that all schools and programs provide students with disabilities access to general education to the maximum extent possible, creating inclusive school communities.</li> <li>● Provide oversight overall management direction in the planning of the Special Education Services program objectives and implementation of general guidelines for individuals responsible for special education and related services.</li> <li>● Oversee special education budget and the maintenance of effort requirements.</li> <li>● Completes documentation for reporting information and data to comply with SELPA, state, and federal guidelines for programs (i.e. CDE and SELPA).</li> <li>● Represent the Charter in California Department of Education complaints and Due Process proceedings</li> <li>● Provide support leadership in the development and training related to educational programs appropriate to the needs of school personnel.</li> </ul>

	<ul style="list-style-type: none"> <li>• Serves as the Charter’s representative to the California Department of Education, Office of Administrative Hearings, SELPA, and other agencies for the coordination of special education and other program services.</li> </ul>
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<b>Position</b>	<b>Student Support Administrator</b>
<b>Description of Services</b>	<ul style="list-style-type: none"> <li>• Under the direction of the Director, the Program Administrator directly oversees the Student Support Department (including MTSS, SST, 504, Students in Crisis, and Risk Assessments)</li> <li>• Provides technical assistance and leads Student Support staff to facilitate implementation of a Multi-Tiered System of Supports, SST, 504, Students in Crisis, and Risk Assessments.</li> <li>• Assists with developing and implementing the infrastructure to support comprehensive, collaborative planning, and data-driven decision making for intervention cycles and delivery including SST intervention.</li> <li>• Assists with the preparation and documentation for reporting information and data to comply with state and federal guidelines for programs as assigned (i.e. CDE, LCAP, Title 1, Charter Renewals)</li> <li>• Communicates and consults with parent(s)/guardian(s) and staff regarding programs and services for students</li> <li>• Supervise programmatic curriculum pilot, adoption, and implementation.</li> <li>• Supports and/or leads, and attends student support department staff meetings.</li> <li>• Attends SST and 504 meetings requiring administrative support</li> </ul>

<b>Position</b>	<b>Director of Accountability and Governance</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>• Supervise and collaborate with Data Analyst on all projects and required reports, presentations, and documentation for the schools.</li> <li>• Organize and oversee school compliance required documents: SARC, Material Revisions, Charter Renewal, LCAP, BOP</li> <li>• Act as liaison between schools and authorizers and county offices of education</li> <li>• Maintain required oversight documents through sources such as Epicenter and DTS Vault</li> <li>• Work with auditors to provide requested documentation for annual audits</li> <li>• Maintain and update school safety plans &amp; parent, student, and staff handbooks</li> <li>• Provide support to CALPADs team and School Pathways</li> <li>• Work with team to provide governance support</li> </ul>

<b>Position</b>	<b>Director of Curriculum &amp; Assessment</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p>

	<ul style="list-style-type: none"> <li>● Organizes, directs and evaluates all employees in the department; sets goals for the department and directs testing administration programs; executes, monitors, and evaluates the progress of the programs.</li> <li>● Oversees Testing Coordinators in planning and implementing all state testing</li> <li>● Oversees EL Coordinator and designees in tracking, planning and implementing EL supports and ELPAC testing</li> <li>● Coordinates with Special Education and Student Support teams to align goals and programming to support student achievement</li> <li>● Provides support for promotion/retention process</li> <li>● In conjunction with the Assistant Director, oversee the enrichment specialist and enrichment decisions</li> <li>● In collaboration with the department and administrative team, evaluates, chooses and implements online all-access curriculum choices</li> <li>● Serves as WASC lead, works with the rest of the administrative team to ensure that WASC and LCAP goals are in alignment and monitors progress towards those goals</li> </ul>
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<b>Position</b>	<b>Director of Professional Development &amp; Instructional Support</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Oversee ITA's, staff evaluations &amp; help with staff and family situations</li> <li>● Help with Enrollment, Withdrawals, Student Assignments &amp; manage Teacher Tracker</li> <li>● Oversee Hiring/EdJoin, Employment Verification &amp; work with HR</li> <li>● Oversee Teacher Training Program &amp; Mentor Teacher Support</li> <li>● ITA Training &amp; Support</li> <li>● Professional Learning Communities</li> <li>● Plan and implement HST Professional Development &amp; Parent Education</li> <li>● Manage HST Handbook</li> <li>● Oversee Junior High Virtual Academy</li> <li>● Work with Teacher Trainer &amp; Mentor Teacher Team</li> <li>● Multicultural, Diversity, &amp; Inclusion</li> <li>● Meet with FLs, EOS, CC, NJHS/NHS, Field trips &amp; events</li> <li>● Oversee Community Connections</li> </ul>

<b>Position</b>	<b>Director of High School</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Oversee High School Staff: Counselors, HQTs,</li> <li>● Coordination and meeting with various high school teams: counseling, curriculum, virtual programs</li> <li>● Assist in maintenance of master spreadsheet tracking each student through High School, monitoring IGPs, accounting for special needs and ensuring progress to graduation</li> <li>● Assist counseling with mental health/social-emotional wellness for HS students &amp; development of CTE pathways and local career development resources</li> </ul>

	<ul style="list-style-type: none"> <li>● Assure compliance with authenticating agencies: federal student aid, social security including foster/homeless HS students</li> <li>● Oversight and maintenance of the HS course catalog, including coordination of outside curriculum resources and their compliance with UC/CSU and NCAA approvals</li> <li>● Hire teachers, set course schedule, create catalog, communicate with HSTs and families, coordinate enrollments</li> <li>● Maintain membership for each school with College Board for AP, PSAT and SAT, including accommodations for students with special needs</li> <li>● Lead the Graduation Committee</li> </ul>
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<b>Position</b>	<b>Assistant Director of High School</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Work with College Board for AP, PSAT and SAT/ACT</li> <li>● Oversee HSVA Program</li> <li>● Lead the guidance team.</li> <li>● Provide HSTs, the CTE/HS Curriculum Coordinator, guidance counselor, and guidance technician with additional support in high school related issues.</li> <li>● Manage the concurrent enrollment process for each school by creating college guides, policies, staff instructions, and tagging system.</li> <li>● Assist with graduation, diploma issuance and graduate withdrawal</li> <li>● Collaborate with the High School Director, High School Program Coordinator and CTE/HS Curriculum Coordinator to improve high school policies and procedures.</li> <li>● Communicate with students, parents, and internal and external professionals within established timelines.</li> </ul>

<b>Position</b>	<b>Assistant Director of Instructional Support</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Assist with the planning of leadership development opportunities and implementation of professional learning communities</li> <li>● Finalize and send out weekly staff communication</li> <li>● Support Instructional Team Advisors through weekly communication, office hours, and monthly leadership meetings</li> <li>● Field calls and emails from Instructional Team Advisors</li> <li>● Monitor and follow up with any non-compliance issues that arise with students or Homeschool Teachers</li> <li>● Assist with student transfers and Teacher Assignments for new students, as needed</li> <li>● Assist with hiring new Instructional Team Advisors, Homeschool Teachers, and other positions as appropriate by screening applicants, participating in interviews, and assists as needed during the hiring/onboarding process</li> </ul>



<b>Position</b>	<b>Assistant Director of Curriculum and Assessment</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Supports Testing Coordinators and EL Coordinator in planning and implementing all internal assessments and state testing</li> <li>● Coordinates tech needs with back office group</li> <li>● Supports EL Coordinator and designees in implementation of EL programs and ELPAC testing</li> <li>● Monitor achievement goals as they relate to LCAP and WASC</li> <li>● Provides support for promotion/retention process</li> <li>● In conjunction with the Director, oversee the enrichment specialist and enrichment decisions</li> <li>● In collaboration with the department and administrative team, evaluates, chooses and implements online all-access curriculum choices</li> </ul>

<b>Position</b>	<b>Virtual (High School &amp; Junior High) Programs Administrator</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Implement High School programs: HSVA, Textbook and Edgenuity</li> <li>● Oversee program development in participating regions</li> <li>● Develop course descriptions, schedule and catalog</li> <li>● Observe and evaluate teacher performance</li> <li>● Respond to parent questions/concerns</li> <li>● HST education regarding locally-based programs</li> <li>● Assist HQTs with monitoring student compliance</li> <li>● Work with student support and language services to create a plan to serve sub-groups &amp; work with the SPED department to create a functioning plan to test SPED students</li> </ul>

<b>Position</b>	<b>TK-8 Program Administrator</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Oversee academic, enrichment, and community program development and growth for TK-8 grade students</li> <li>● Interview, hire, and coach Program Coordinators</li> <li>● Develop and market new program offerings</li> <li>● Assist coordinators with the planning and development of academic courses, enrichment activities, field trips, events, and parent education</li> <li>● Work with Student Support, SPED, and ELL Coordinators to create a plan to serve sub-groups across TK-8 programs</li> <li>● Assist with hiring new Program Coordinators, virtual teachers, and other positions as appropriate</li> </ul>

<b>Position</b>	<b>Homeschool Teacher</b>
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<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Providing direct and indirect instruction to Lessee students.</li> <li>● Long and short-term planning addressing individual needs of students.</li> <li>● Evaluating students' progress.</li> <li>● Teaching an individualized approach per the Lessee's Charter Petition.</li> <li>● Providing an inviting, exciting, and innovative learning environment to students.</li> <li>● Serving as advisors to students.</li> </ul>
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<b>Position</b>	<b>Instructional Team Advisor</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Support a team of teachers in navigating challenges that arise in their work, including parent communication, intervention, and non-compliance</li> <li>● Provide leadership and clear communication of expectations to assist teachers with meeting assigned deadlines, compliance, and school culture</li> <li>● Host monthly in-person team meetings and hold office hours as needed</li> <li>● Proactively address any concerns regarding teacher performance and discuss opportunities for improvement</li> </ul>

<b>Position</b>	<b>Mentor Teacher</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● 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</li> <li>● Answer questions and assist with tasks as needed throughout the school year, including master agreements, attendance, AWRs, work samples, YET, etc.</li> <li>● Review HST's work records and other compliance documents as necessary, providing feedback and coaching</li> <li>● Proactively offer weekly support to HST in prioritizing work, organization, and efficiency</li> <li>● Provide guidance to HST on questions that arise with student and family support, compliance, etc.</li> </ul>

<b>Position</b>	<b>Virtual Academy Teacher (JHVA &amp; HSVA)</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Provide synchronous, virtual instruction 3-4 times per week for each live class (totaling 6-8 hours)</li> <li>● Maintain asynchronous courses in Edmentum</li> <li>● Hold scheduled, virtual office hours twice per week (totaling 2 hours)</li> <li>● Individual appointments for student support (as requested)</li> <li>● Lesson planning and course creation</li> <li>● Learning activities aligned to state "power" standards</li> <li>● Upload course content and maintain grades on Schoology</li> </ul>

	<ul style="list-style-type: none"> <li>● Weekly progress monitoring and communication with families, HSTs, and administration</li> <li>● Review and implement IEP / 504 accommodations</li> <li>● Pull work samples for each learning period</li> <li>● Enter progress report and report card grades in Pathways</li> </ul>
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<b>Position</b>	<b>Adventure Academy Teacher</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Teach live, virtual or in-person classes for up to 6 hours per session</li> <li>● Plan engaging standards aligned lessons for assigned grade level range to include: Thematic unit studies, Cross curricular activities (academic and enrichment), Content-aligned field trips / events (virtual or in-person)</li> <li>● Upload course content and activities in Google Classroom</li> <li>● Communicate consistently with families, HSTs, and administration providing feedback about student progress, class expectations, and course specific information</li> <li>● Review and implement IEP / 504 accommodations</li> <li>● Attend all ADVA program / team meetings and planned professional development</li> <li>● Maintain a base roster of 14 students and complete all HST duties as outlined in HST job description</li> </ul>

<b>Position</b>	<b>504 Specialist</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Facilitates the implementation of the school board approved Section 504 Policy.</li> <li>● Collects and maintains all Section 504 data (504 plans and lists of eligible students) for reference purposes.</li> <li>● Serves as a daily resource to staff and families regarding Section 504 issues.</li> <li>● Case Manages all 504 students including but not limited to overseeing 504 assessment, initial 504's, 3 year re-evaluations, annual 504 meetings</li> <li>● Facilitate 504 meetings</li> <li>● Creates &amp; Implements 504 plans</li> <li>● Ensures 504 accommodations are being implemented appropriately</li> <li>● Assists with SSTs as needed.</li> </ul>

<b>Position</b>	<b>Special Education Compliance &amp; PD Coordinator</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Develop, coordinate, and deliver virtual professional development for both general education and special education staff on Special Education compliance and any other assigned focus area.</li> </ul>

	<ul style="list-style-type: none"> <li>● Supports compliance monitoring activities (i.e. SEIS report pulls, corrections)</li> <li>● Supports the administration with the preparation and documentation for reporting information and data to comply with SELPA, state, and federal guidelines for programs as assigned (i.e. CDE and SELPA).</li> <li>● Works with the Special Education SEIS/Records Tech to monitor and pull monthly SEIS reports</li> </ul>
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<b>Position</b>	<b>SPED Student Service Compliance Coordinator</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Provide supervision, consultation and support regarding special education laws and compliance, policies and procedures to program specialists and departmental staff.</li> <li>● Hold weekly open office hours/support rooms to provide support to special education and general education staff.</li> <li>● Supports the Director in the development of all departmental goals, objectives, policies and procedures related to compliance</li> <li>● Supports the Director with program evaluation including: planning of programs, coordinating resources, and evaluating the effectiveness and revision of the departments programs and services provided, as assigned.</li> <li>● Provides direction and information in response to questions and concerns raised by Charter staff pertaining to special education IEP compliance.</li> <li>● Attend all required meetings and training including staff meetings, professional development, leadership meetings, etc.</li> <li>● Actively participate in responding to emails within shared email accounts (leadership support, iep support,etc.)</li> <li>● Supports the SEIS and Services Tech(s) with implementation of department policies and procedures</li> </ul>

<b>Position</b>	<b>Special Education Program Specialist</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● 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</li> <li>● Provide direct and indirect coaching support to general education, special education, and parents</li> <li>● Conduct bi-weekly caseload checks with assigned teachers and hold 1-hr open office hours 2x weekly: morning/afternoon</li> <li>● Monitor SEIS regularly by reviewing the dashboard, reports, and service tracker for special education compliance and provide technical support</li> <li>● Every Program Specialist will have a focus area that they support the department with.</li> </ul>

<b>Position</b>	<b>Education Specialist (Special Education Teacher)</b>
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<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Develop Initial, Interim, Annual, Triennial Individualized Education Plan (IEP) in collaboration with IEP team members using the Special Education Information System (SEIS) program.</li> <li>● Schedule and prepare all materials for IEP meetings.</li> <li>● Consult/collaborate with parents, staff, and service providers to ensure appropriate delivery of special education related services.</li> <li>● Maintain special education records to meet compliance guidelines.</li> <li>● Teach Specialized Academic Instruction (SAI) classes to caseload to ensure successful progress toward student’s IEP goals.</li> </ul>
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<b>Position</b>	<b>Assessment Education Specialist</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Case Manage and support students and families through the initial IEP assessment process</li> <li>● Develop Individualized Education Plan (IEP) in collaboration with IEP team members using the Special Education Information System (SEIS) program</li> <li>● Schedule and prepare all materials for IEP meetings</li> <li>● Ensure that initial IEP goals are supported by assessment data and goals align with areas of need identified by assessment</li> <li>● Ensures that initial IEP offers of Free and Appropriate Public Education (FAPE) are in alignment with our Least Restrictive Environment (LRE) and supported by assessment data</li> <li>● Work directly with assessors to obtain assessment reports and ensure timeline compliance</li> <li>● Updates student case notes on a continuous basis</li> <li>● Works with fellow case managers to ensure a smooth transition into services</li> </ul>

<b>Position</b>	<b>Education Reading Specialist</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Provides direct instruction to students identified as eligible for reading services in individual and/or small group sessions.</li> <li>● The focus of the Reading Specialist is on services for students in all five of the main components of reading: phonemic awareness, phonics, fluency, vocabulary, and comprehension.</li> <li>● Prepares daily/ weekly one-to-one and small group reading lessons.</li> <li>● Creates a virtual classroom environment using a research-based program of study that is conducive to learning and appropriate to the needs, goals, and services of the students per the IEP</li> <li>● Maintains session records on each student.</li> <li>● Maintains accurate, complete, and correct IEP records as required by law, LEA policy, administrative guidelines, or specific program requirements.</li> <li>● Collaborates and/or attends IEP meetings for students served.</li> <li>● Communicates with parents and general education teachers regarding student progress.</li> </ul>

<b>Position</b>	<b>Special Education School Psychologist</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Draft and send Assessment Plans</li> <li>● Casemanage virtual and in-person assessments/assessors</li> <li>● Conduct in-person and virtual assessments</li> <li>● Review all assessment reports</li> <li>● Write assessment report</li> <li>● Attend IEE meetings</li> <li>● Attend and complete 504 assessments/meetings as needed</li> <li>● Attend contentious/challenging assessment IEP meetings</li> </ul>

<b>Position</b>	<b>Speech Pathologist</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Perform initial, triennial, and other Speech and/or AT assessments for students on IEPs (or those with signed assessment plans) for students in Transitional Kindergarten through Adult Transition</li> <li>● Perform assessments for 504 eligibility</li> <li>● Attend Student Study Team, 504, and IEP meetings as needed</li> <li>● Support the MTSS team with speech intervention resources</li> <li>● Attend and participate in core staff meetings</li> <li>● Refer students and families to community agencies as needed</li> <li>● Provide reports and recommendations to Charter staff and families</li> <li>● Consult with staff regarding special education assessment process</li> <li>● Send compliant Speech and/or Assistive Technology Assessment Plans</li> <li>● Oversees the entire assessment process for speech and assistive technology cases and ensures compliance and department standards are met on each assigned case</li> <li>● Maintain regular communication with the administration on all cases</li> <li>● Maintain a safe assessing environment for students, families, and staff</li> <li>● Write legally compliant assessment plans, reports, and prior written notices</li> <li>● Review all case assessment reports for legal compliance.</li> <li>● Interpret and apply legal mandates, policies, and regulations pertaining to special education and safe school operations</li> <li>● Provides speech and assistive technology consultation and support to case managers, Charter staff, and families</li> </ul>

<b>Position</b>	<b>School Nurse</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Perform vision and hearing screenings for special education and general education students</li> <li>● Complete Health Assessments</li> <li>● Complete Health Care Plans</li> <li>● Train staff on Health Care Plan implementation</li> </ul>

	<ul style="list-style-type: none"> <li>● Attend IEP meetings</li> <li>● Plan and hold Health Screening Events</li> </ul>
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<b>Position</b>	<b>Special Education Assessment Tech</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Process incoming parent, teacher, IEP team assessment requests</li> <li>● Assign assessors to students</li> <li>● Ensure assessment completion</li> </ul>

<b>Position</b>	<b>Special Education Services Tech</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Send NPA contracts</li> <li>● Send ISA's</li> <li>● Assign services to providers</li> <li>● Send IEE ISA's/Contracts</li> </ul>

<b>Position</b>	<b>Special Education SEIS Tech</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Coordinates with internal staff and outside school districts on incoming and student withdraws</li> <li>● Monitors SELPA mandated timelines and coordinates with Case Managers to ensure compliance</li> <li>● Maintains SEIS records including eligibility changes to ensure accuracy of information</li> <li>● Manages and supports SEIS user accounts, correcting data and log-in errors as needed</li> </ul>

<b>Position</b>	<b>Intervention Teacher</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Supports students by leading intervention classes i.e. math, reading, and writing</li> <li>● Develops lesson plans and provide direct instruction for intervention via a virtual platform</li> <li>● Provides data for SST and 504 meetings and communicate with parents, teachers, staff regarding progress or further interventions needed</li> <li>● Assists general education teachers with the selection of appropriate curricula and the development and implementation of appropriate strategies</li> </ul>



<b>Position</b>	<b>SPED Ed Specialist Coach</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Instructional strategies and resources for teaching SAI virtually</li> <li>● Support teachers in implementing schoolwide model of SAI</li> <li>● Assist teachers in the creation of student groups for SAI based on a variety of factors including age, grade, and areas of need.</li> <li>● Selection and use of curriculum and supplemental materials</li> <li>● Lesson planning incorporating student IEP goals</li> <li>● Support teachers in writing compliant IEPs based on schoolwide and SELPA guidelines.</li> <li>● Conduct Coaching Cycle</li> </ul>

<b>Position</b>	<b>SST &amp; Support Specialist</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Assists with and implements the student study team (SST) processes and procedures</li> <li>● Collects and maintains all SST intervention data and SST plans</li> <li>● Serves as a resource to staff and families regarding the SST process</li> <li>● Facilitates SST meetings &amp; creates SST plans</li> <li>● Ensures SST interventions are being implemented appropriately and with fidelity</li> <li>● Assist teachers with tracking data to determine the effectiveness of interventions</li> <li>● Follows the retention process, attends retention meetings as needed, and develops support plans for students.</li> </ul>

<b>Position</b>	<b>Social-Emotional School Counselor</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Holds weekly group and individual counseling sessions for Tk-12 students</li> <li>● Holds office hours for staff and parent support</li> <li>● Implements SEL curriculum</li> <li>● 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.</li> </ul>

<b>Position</b>	<b>MTSS Tech</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Support with scheduling and tracking of 504 and SST meetings, planning, organizing and data analysis.</li> <li>● Assist with progress monitoring &amp; data collection uploads to SIS</li> <li>● Assist Student Support, 504 and Intervention programming</li> </ul>

	<ul style="list-style-type: none"> <li>● Assist teachers with questions</li> <li>● Runs 504 and SST data reporting</li> <li>● Ensures 504 compliance</li> </ul>
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<b>Position</b>	<b>Business &amp; Categorical Programs Tech</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Support with completing the annual Consolidated Application (ConApp)</li> <li>● Support administration with the development, facilitation, implementation and monitoring of State and Federal Program budgets/expenditures for each Charter including overseeing coding of expenditures</li> <li>● Compile a variety of statistical data for categorical and charter reporting, including budget, staffing costs and expenditures of funds</li> <li>● Maintain compliance records for categorical purchases, staffing costs and school categorical budgets and charter oversight</li> <li>● Support administration with the shared staff memorandum of understanding monthly billing process</li> <li>● Conduct categorical, business, and financial compliance checks</li> <li>● Support state, federal, 990 audits</li> </ul>

<b>Position</b>	<b>Community Coordinator</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Oversee Community Program development to include; academic and enrichment workshops, clubs, parent education, and events</li> <li>● Collaborate with all members of the team to explore innovative ideas that will improve school wide community offerings</li> <li>● Collect and analyze regular feedback from stakeholders</li> <li>● Develop and manage program schedule and calendar of events</li> <li>● Establish a process for implementing and overseeing HST adjunct duties</li> <li>● Assist HSTs with development of workshops, activities, events, and clubs</li> <li>● Manage student program registration</li> <li>● Present information related to Community Programs at staff meetings as needed</li> <li>● Assist with Kindergarten and 8th grade promotions</li> </ul>

<b>Position</b>	<b>WASC Specialist</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Primary contact with WASC, compiling all the necessary information to complete the self-study.</li> <li>● Facilitate stakeholder surveys and meetings to solicit input.</li> <li>● Utilize the guidelines set by WASC and with the help of school administration, identify a team of faculty, staff, and other school leaders to write and assemble the various components of the self-study by their identified deadline.</li> </ul>

	<ul style="list-style-type: none"> <li>● Be available to the WASC administration and team for all communication and will lead and facilitate the WASC team visits.</li> <li>● Teach virtual classes according to the Virtual Teacher Job description.</li> </ul>
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<b>Position</b>	<b>Instructional Materials Administrator</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Provide direct support to assigned Assistant Director and other staff members in the Secondary Approval Process and Enrichment Department</li> <li>● Evaluate and make recommendations on the appropriateness of items for students that have been deemed outside of the normal enrichment guidelines</li> <li>● Support administrators, HSTs, and/or families with curriculum and enrichment questions, choices, options, and policies and procedures</li> <li>● Communicate relevant curriculum and enrichment information with HSTs and families via North News, Monday Memos, appropriate websites, and social media channels</li> <li>● Creates product and curriculum guidelines in regard to content and appropriateness for educational purposes.</li> <li>● Provide support to administration regarding funding distributions and other planning amount policies.</li> </ul>

<b>Position</b>	<b>Data Analyst</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Monitors progress related to the California School Dashboard including state and local Indicators and monitoring accuracy of corresponding data within the Aeries Student Information System, the Local Control Accountability Plan (LCAP), district assessments</li> <li>● Assists with the implementation of district and state assessments within the California Assessment of Student Performance and Progress (CAASPP), including related data-based preparation and monitoring of data in Test Operations Management System Resources (TOMS)</li> <li>● Assist in preparing and presenting the SARCs</li> </ul>

<b>Position</b>	<b>High School Counselor</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Keep students, families, staff, and stakeholders informed of resources, high school requirements, and college and career information</li> <li>● Host virtual and in-person high school information sessions for returning 8<sup>th</sup> grade families</li> <li>● Create and host virtual and in-person information sessions regarding college applications, financial aid, social/emotional help, scheduling advice, career opportunities, concurrent enrollment</li> <li>● Monitor graduation requirements and educational progress of each student</li> <li>● Support Home School Teachers in scheduling students for success</li> </ul>

	<ul style="list-style-type: none"> <li>● Advise students and families on the concurrent enrollment process, college admissions, and financial aid opportunities</li> <li>● Work with Enrollment, School Accountability, Records, and CALPADS teams to ensure student information is accurate</li> <li>● Support students in social/emotional matters</li> </ul>
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<b>Position</b>	<b>CTE &amp; HS Curriculum Coordinator</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Enhance the high school program by serving as an educational leader responsible for training and assistance to HSTs as needed</li> <li>● Learn basic operational practices of any curriculum adopted for general use within the schools, offering training when needed</li> <li>● Build a comprehensive CTE program, including all pathway components</li> <li>● Manage the writing and/or review written high school courses</li> <li>● Assist with preparation/review of course catalogs and course descriptions, including “a-g,” AP, honors and NCAA offerings as necessary</li> </ul>

<b>Position</b>	<b>Guidance Tech</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Transcript maintenance</li> <li>● Manage Master Student Roster</li> <li>● Ensure accurate record keeping across all platforms</li> </ul>

<b>Position</b>	<b>Executive Assistant</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Work directly with the Executive Director or Directors managing daily tasks.</li> <li>● Provide secretarial assistance to the Directors by relieving him or her of administrative tasks such as composing, typing and editing letters and bulletins</li> <li>● Manage google calendars</li> <li>● Maintain school policies and procedures.</li> <li>● Help organize details for meetings</li> <li>● PO Box every week</li> <li>● Editing &amp; proofreading emails, paperwork</li> <li>● Board meeting prep, follow up and planning</li> </ul>

<b>Position</b>	<b>EL Coordinator</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Check pathways twice a week, run a compliance report, add new EL enrollment</li> <li>● Classify students as an English Learner or English proficient (IFEP) after Initial ELPAC results are in &amp; communicating results with HST</li> </ul>

	<ul style="list-style-type: none"> <li>● Making service plan to support the EL students and monitor the use of interventions</li> <li>● After summative results come back RFEP eligible students</li> <li>● Attend IEP meetings to reclassify SPED EL students</li> <li>● Complete Annual Parent Notification and mail out to families</li> <li>● Assist in forming and maintaining an ELAC/DLAC</li> <li>● Provide structured English immersion class via Zoom 1x per week</li> <li>● Plan and carry out Summative ELPAC testing</li> </ul>
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<b>Position</b>	<b>Testing Coordinator</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Collaborate with the Testing Director regarding internal and state assessments</li> <li>● First line of testing support for teachers and regional coordinators</li> <li>● Coordinate teacher, student, and parent training for test administration</li> <li>● Attend state testing meetings as needed</li> <li>● Compile and organize testing data as needed</li> <li>● Train TLCs in test administration best practices and procedures</li> <li>● Create and implement testing calendars for the school year</li> </ul>

<b>Position</b>	<b>Adventure Academy Coordinator</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Direct and monitor the ADVA/HST staff (both virtual and in person) and complete all ITA duties as outline in the ITA job description</li> <li>● Oversee program development and growth &amp; market program</li> <li>● Assist teachers with development of course descriptions and class schedule</li> <li>● Coach teachers in responding to parent questions/concerns</li> <li>● Hold regular meetings via zoom to discuss questions, concerns, training, and reminders for program staff</li> <li>● Provide live, virtual instruction for each session and complete all duties for selected course as outlined in the Adventure Academy Teacher job description</li> </ul>

<b>Position</b>	<b>Curriculum Specialist</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Act as the primary knowledge resource for HSTs and families for Sequoia Grove’s chosen online curriculum offerings for the families enrolled in any of the schools. This may include, but is not limited to the following:</li> <li>● Plan and record short video instructionals for each online program offered</li> <li>● Calendar and plan periodic training opportunities for both families and HSTs on the best practices of online curricula</li> <li>● Update the HST Handbook and post to Google Classroom as needed</li> <li>● Extract performance and usage data from the chosen curricula to assist with monitoring academic achievement in Math and ELA</li> </ul>

<b>Position</b>	<b>Lead Family Liaison</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Oversees team of family liaisons</li> <li>● Serves as initial point of contact, “face” of our schools for prospective families</li> <li>● Plans and manage all aspect of field trips</li> <li>● Assists Enrollment Team: creates smooth transition for families and HSTs</li> <li>● Monitor and maintain social media platforms to answer parent questions</li> <li>● Partner with departments and programs throughout our school - Community Connections, Lending Library</li> <li>● Create and distribute weekly communication with tips, events, commentary, resources</li> <li>● Work closely with Admin to relay and response to concerns within the parent community and facilitate school-home communication</li> <li>● Extensive understanding of vendors - assist vendors with social media posts and critical to cultivate positive relationships between schools, families, and vendors</li> </ul>

<b>Position</b>	<b>Family Liaison</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Serves as initial point of contact, “face” of our schools for prospective families</li> <li>● Serve as the voice and bridge for families with the schools</li> <li>● Provide platform for parent information and connection</li> <li>● Assists Enrollment Team: creates smooth transition for families and HSTs</li> <li>● Monitor and maintain social media platforms to answer parent questions</li> <li>● Partner with departments and programs throughout our school - Community Connections, Lending Library</li> <li>● Organize and host monthly and annual events</li> </ul>

<b>Position</b>	<b>TK-8 Programs Assistant</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>● Works directly with members of the TK8 Programs Team to provide administrative support for Adventure Academy, Community Programs, and Field Trips.</li> <li>● Assist with purchasing materials for ADVA classes and community programs and events.</li> <li>● Create, review, and process purchase requests; assure accuracy and completeness of order information including cost and appropriate coding.</li> <li>● Follow up on delayed shipments, discrepancies, and damaged deliveries.</li> <li>● Follow up with ADVA, Community, and Family Liaison Coordinators to verify information and receipt of orders; contact TK8 Program Administrator to obtain approval in price increases and product changes.</li> </ul>

<b>Position</b>	<b>School Systems Analyst</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>• Develop, test and implement APIs for use in software applications</li> <li>• Analyze, organize and coordinate school wide systems</li> <li>• Maintains school systems database software by performing basic activities such as adding user accounts, creating and printing reports, and troubleshooting problems</li> <li>• Understands school systems: inventory, SIS, purchasing, Google Workspace, and other to provide support to school staff and families</li> <li>• Work with the current procurement system to provide support to staff and families through phone and email submissions</li> </ul>

<b>Position</b>	<b>Title I Specialist</b>
<b>Description of Services</b>	<p>Duties and responsibilities include, but are not limited, to:</p> <ul style="list-style-type: none"> <li>• Title 1 Specialist supporting and monitoring Homeless/Foster Youth/English Learners</li> <li>• Develop and oversee procedures for determining materials and supplies; maintain accurate inventories of items purchased with federal, state and local funds.</li> <li>• Communicate, collaborate and coordinate with Title I Administrators, families, or community agencies and groups, regarding program questions, suggestions, concerns and/or compliance issues.</li> <li>• Work with school staff to maintain a full program roster of at-risk students to reduce disparities among children upon formal school entry</li> <li>• Plan and deliver engaging lessons using provided ELD curriculum</li> <li>• Complete training and administer Initial/ Summative ELPAC tests as needed</li> </ul>

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

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

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

<b>Party</b>	<b>Total Enrollment</b>	<b>Allocation</b>
Clarksville Charter School	<del>1900</del> 1600 estimated	<del>39</del> 37%
Feather River Charter School	<del>2285</del> 1800 estimated	<del>47</del> 42%
Lake View Charter School	<del>710</del> 635 estimated	<del>14</del> 15%
<del>Winship Community School</del>	<del>300</del> estimated	<del>6</del> %

Lessee schools shall be charged based on the allocation method agreed upon for each position as shown



herein and in Attachment A. 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.

## ATTACHMENT A

### 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, and Lake View Charter School. ~~I, and Winship Community School.~~

The attachment incorporates the 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~~). 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.

**This information is still being determined and will be presented in the fall for approval.**