

## **Schedule B:**

### **ADDITIONAL SERVICES SCOPE OF WORK TO BE PERFORMED BY EXED**

This Schedule (the “Schedule”) is entered into as of the 30th day of June 2021 (the “Effective Date”). The Schedule outlines the additional services ExED will provide **The Accelerated Schools**, a California nonprofit public benefit corporation (“Client”), as part of the Management and Accounting Services Agreement (the “Agreement”) that ExED and Client entered into on the 30th day of June 2021. The services identified in this Schedule include CALPADS Data Management and Data Reporting Support Services and are included in the definition of “Additional Services” in the Agreement.

#### **1. DEFINITIONS**

- a. “CALPADS” means the California Longitudinal Pupil Achievement Data System. CALPADS is a longitudinal data system used to maintain individual-level data including student demographics, course data, discipline, assessments, staff assignments, and other data for state and federal reporting.
- b. “CBEDS” means California Basic Educational Data System. CBEDS data are reported through an Online Reporting Application called CBEDS-ORA. The purpose of CBEDS is to collect data about schools and districts, as well as some aggregate data on students and staff.
- c. “SEDS” means Special Education Data System or Systems. Special Education data is managed via Special Education information data systems that have been identified by Client’s SELPA (Special Education Local Plan Area). A SEDS allows centralized management of IEPs (Individualized Education Plans), Special Education data, CALPADS reporting, and service tracking. Examples of SEDS are: Welligent, SEIS (Special Education Information System) and SIRAS (SELPA Information and Records Analysis Support).
- d. All other defined terms used in this Schedule shall have the definitions stated in the Agreement.

#### **2. CALPADS DATA MANAGEMENT AND DATA REPORTING SERVICES**

- a. ORIENTATION. Provide orientation to CALPADS Support Services.
  - (i) Discuss CALPADS reporting requirements related to School funding.
  - (ii) Review goals for ExED and Client.
  - (iii) Review responsibilities of ExED and Client.
  - (iv) Client Responsibility
    - (1) Provide ExED with appropriate access to its SIS (Student Information System) application.
    - (2) Provide ExED Data Management Team Lead a CALPADS account with LEA Admin level access. LEA Admin account is the master account and allows for the creation of users and resetting of passwords.
    - (3) Provide ExED with a Designated Point Person to facilitate requests for records verification and collection in order to troubleshoot and clear errors

in CALPADS data or other systems for which CALPADS certification is dependent upon (e.g., Special Education Data Systems – SEDS)

- (4) Client staff will not directly change CALPADS data without first communicating to and coordinating with ExED.
  - (5) Client staff understands their responsibility to ensure compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. §1232g).
- b. **RESOURCES.** ExED will provide resources to Client-identified staff responsible for SIS, CALPADS, and data management in the following areas:
- (i) In workshop format, review data elements specific to CALPADS including Students, Staff, Courses, Discipline and Attendance.
  - (ii) Facilitate troubleshooting in SIS on issues specific to CALPADS.
  - (iii) Provide support via email, phone, remote assistance, and permitted in-person visits on issues specific to CALPADS.
    - (1) Phone support will be available during normal business hours.
    - (2) Email requests can be directed to ExED at: [datamanagement@exed.org](mailto:datamanagement@exed.org).
- c. **DATA INTEGRITY.** Assess and support data integrity for CALPADS-related data elements. ExED will:
- (i) Identify areas for improvement throughout our working partnership and offer guidance or resources for collecting and populating data to meet requirements.
  - (ii) Create and/or locate Statewide Student Identifiers (“SSIDs”) for new students enrolling at Client. ExED will complete this process as part of monthly attendance reporting.
  - (iii) Identify and communicate to Client any conflicting, missing and/or required data so as to comply with the CALPADS certification process. ExED will provide timelines, guidance, and instructions to Client to address missing and/or required data.
  - (iv) Support End of Year / Beginning of Year Rollover
    - (1) Provide guidance in managing the rollover process in SIS for the initial and successive school years, beginning with school year 2021-22.
    - (2) Support set up of new academic terms in SIS and instruct Client on calendar set up for attendance or facilitate communication with SIS vendor for troubleshooting.
  - (v) Client responsibility.
    - (1) Client is responsible for the integrity of their data.
    - (2) Pupil records continue to be the property of and under the control of the Client.

- (3) Provide an overview to ExED of Client's data management structure and current processes for the collection, validation, and reporting of data.
- (4) Provide time for the appropriate staff to meet to review processes with ExED.
- (5) For all students who enroll and exit Client, Client is responsible to ensure enrollment is entered in the SIS in the correct grade-level within the first attendance reporting cycle of student's enrollment.
- (6) Client is responsible to notify ExED if enrolled students have a mid-year grade-level change once enrolled.
- (7) Client is responsible to notify District of Residence of exited student pursuant to California Education Code §47605(d)(3).
- (8) Client is responsible for completing any missing data and/or required data and entering the relevant data into Client's SIS or data entry templates as requested and within the timeframe established in the request for set up of Client's SIS system.
- (9) Client is responsible for follow-up with any data discrepancies and notifying ExED once resolved.
- (10) Client will provide ExED any requested dates and instructional calendar for school years covered by this Agreement and notify ExED of any changes when they occur.
- (11) Client will provide ExED next year school and next year grade information for returning students, including any retained students as required in their SIS.
- (12) Client will identify and properly transfer out non-returning students in the SIS and SEDS.

d. DATA VALIDATION & CERTIFICATION. ExED will:

- (i) Validate and extract data from SIS and upload, review, and certify data in CALPADS as required, including the following for each school year during which ExED is rendering services under this Schedule:
  - (1) Prepare Fall 1 data.
  - (2) Prepare and certify Fall 2 data.
  - (3) Prepare and certify End of Year 1 data (as applicable)
  - (4) Prepare and certify End of Year 2 data.
  - (5) Prepare End of Year 3 data.
  - (6) Provide review of CALPADS data entered into Client SIS.
  - (7) Summarize key data for certification in CALPADS and secure Client sign-off and approval of CALPADS data prior to submitting for final approval and certification.

- (8) Manage CALPADS anomalies, including Multiple Identifiers (MID), Exit Reason Discrepancies (ERD), and Concurrent Enrollments (CCE), within the threshold given by CALPADS for successful certification.
    - (9) Provide Certified Reports for Client reference and archives.
    - (10) If Client requests CALPADS amendment window is utilized, ExED has the right to charge an additional fee. ExED will notify Client of the additional fees prior to beginning work.
  - (ii) Data accuracy remains the responsibility of Client and is acknowledged upon signature of summary data provided by ExED.
- e. COMMUNICATION. Measure and report progress. ExED will:
- (i) Summarize key data required for certification in CALPADS to Client's Administrator.
  - (ii) Navigate complex CALPADS requirements and stay up to date on frequently changing requirements, as applicable to Client's Schools.
- f. ADDITIONAL REPORTING SUPPORT. ExED will:
- (i) Provide support and guidance on reporting California Basic Educational Data System ("CBEDS") data.
    - (1) Troubleshoot any issues with CBEDS extracts/data.
    - (2) Identify any discrepancies and anomalies with the CBEDS data in SIS, if applicable.
    - (3) Provide review of CBEDS data entered into Client SIS.
    - (4) Secure Client sign-off and approval of CBEDS data prior to final submission.
  - (ii) Client Responsibility.
    - (1) Client will provide CBEDS-ORA login information and return CBEDS SIF to ExED as requested and within the timeframe established in the request.

### 3. **PAYMENT AND TERMS**

#### a. Fees and Charges.

- (i) CALPADS Data Management and Data Reporting Support Services
  - (1) Rate. Client will pay ExED a monthly fee of \$3,895.83 (i.e., \$46,750 per annum) each school year during which ExED renders the CALPADS Data Management and Data Reporting Support Services hereunder, commencing

with the school year in which the Effective Date occurs, and reimburse ExED for its actual, reasonable out-of-pocket expenses incurred in providing the services. These out-of-pocket expenses will not exceed \$150 per month without written authorization from Client.

- (2) Invoicing. ExED will automatically prepare a check on a monthly basis for use in making ExED's payment for execution by the Client Administrator or such other person authorized by Client to execute such checks.
- (3) Notice of Terms Supplement. The prices and related charges for the CALPADS Data Management and Data Reporting Support Services are subject to change each year, beginning June 30th of the year following the Effective Date Year, in accordance with the delivery by ExED of a Notice of Terms Supplement, as described in Section 3(h) of the Agreement.

#### 4. **CONFIDENTIALITY AND SECURITY**

- a. ExED will directly access Client's SIS system and will extract data required for CALPADS reporting. Such information shall be considered Confidential Information to the extent it contains any personally-identifiable information under FERPA.
- b. ExED will directly access student information using SIS as licensed to Client, and provide user technical support as well as develop reports, as reasonably requested by Client. Such information shall be considered Confidential Information to the extent it contains any personally-identifiable information under FERPA.
- c. ExED will directly access information regarding eligibility for student participation in free and reduced price meals programs. Such information shall be considered Confidential Information to the extent it contains any personally-identifiable information under FERPA.
- d. ExED may directly access information regarding Special Education eligibility programs and services if deemed necessary and acceptable. Such information shall be considered Confidential Information to the extent it contains any personally-identifiable information under FERPA.
- e. ExED may directly access staff employment data if deemed necessary and acceptable. Such information shall be considered Confidential Information to the extent it contains any personally-identifiable information.
- f. ExED will utilize software systems such as Citrix ShareFile and/or Box to share confidential student and staff information via a secured system rather than via individual emails.
- g. ExED will not use any information in the pupil record for any purpose other than those required or specifically permitted by this Schedule.
- h. ExED staff responsible for ensuring pupil records security and confidentiality will participate in FERPA training and designated PTAC trainings.
- i. Upon termination of this Schedule, ExED will transfer any data files containing pupil records to the Client via Box within 60 days of the termination.
- j. ExED will not intentionally share nor use personally identifiable information in pupil records to engage in targeted advertising.

#### 5. **THE CLIENT'S OBLIGATIONS.**

- a. Authorized Personnel. The Board may identify to ExED, in writing, the Client Administrator and other staff member(s) authorized to work with ExED with respect to: CALPADS, SIS, and data management services. In the absence of such designated persons, ExED shall be authorized to communicate with any Client Administrator and the presiding officer of the Board.
- b. Principal Contact. The Board may also identify, in writing to ExED, its key or principal contact, if other than the Client Administrator, who is authorized to receive and disclose Confidential Information and approve CALPADS submissions; as well as an alternate contact in the event Client Administrator cannot or should not serve as Client's contact due to conflict or suspected misconduct. In the absence of such designated persons, any Client Administrator and the presiding officer of the Board shall have such authority.
- c. Access to State Systems. Client is responsible for maintaining master accounts with associated usernames and passwords for accessing the CALPADS state system, the CBEDS online reporting system, and any 3rd party systems (e.g. CAASPP/TOMS, CASEMIS, SEDS, Cal-SAAS).
- d. SIS Records. Client will maintain all data records in SIS. Client is responsible for maintaining the accuracy of Client's data records, correcting data errors, and entering new or corrected data. Client is solely responsible to ensure the accuracy of the data it provides to ExED or that is maintained in Client's SIS database. ExED has no responsibility to independently confirm the accuracy of the data it receives from Client or that is maintained in Client's SIS database and has right to rely on the same. ExED will advise Client of the data to be corrected so as to comply with the CALPADS certification process and may provide data entry templates, but Client is responsible for correcting the errors or completing the missing data.
- e. Coordination and Cooperation. Client, the Client Administrator, authorized staff members and the principal contact will work closely and cooperatively with ExED to facilitate the effective performance and delivery of the Additional Services identified in this Schedule. Client will comply with and respond promptly to all reasonable requests of ExED to correct data errors and for information and documents from Client.  
  
If Client does not meet timelines that ExED has established for making data corrections required for CALPADS certification, ExED will not be responsible if Client is unable to certify or if Client certifies with inaccurate data.
- f. Client Policies and Procedures. Client covenants to develop, apply and follow not less than customary and reasonable policies and procedures for a charter school applicable to data management, including, but not limited to: enrollment, attendance, eligibility for student participation in free and reduced price meals programs, and special education.
- g. Integrity. Client will act in good faith and alert the management of ExED to any fraudulent activity which is reasonably related to the Additional Services identified in this Schedule as soon as Client becomes aware, to the extent permitted by law. Client acknowledges that ExED's ability to provide these Additional Services is conditioned upon Client acting in a good faith and commercially reasonable manner.

## 6. **OTHER PROVISIONS**

- a. ExED is not responsible for any other activities, including without limitation the Exclusions, unless mutually agreed to in writing.

- b. All other terms, conditions, obligations, rights and provisions of the Agreement, including but not limited to Section 8 and Section 10, shall apply to all Additional Services identified in this Schedule.

7. **TERM AND TERMINATION EXPIRATION.**

This Schedule to provide Additional Services shall continue in full force and effect from the Effective Date, through the duration of the Term of the Agreement (as renewed pursuant to Section 9(a) thereof) unless earlier terminated in accordance with the provisions of this Section 7.

- a. Termination for Uncured Breach. If either party to this Schedule materially defaults in the performance of any of the terms of this Schedule, the non-defaulting party may terminate this Schedule by providing written notice of termination to the defaulting party of the nature of the default or material breach of this Schedule, and the termination shall be effective thirty days from receipt of notice unless the defaulting party cures such default within said thirty-day period.
- b. Termination for Convenience. Either party may terminate this Schedule upon 30 days written notice to the other party, without cause. During the notice period, the parties shall cooperate to wind up and complete the pending Service work hereunder for the current month, and payment for Services hereunder shall be made through the end of the month in which termination occurs. After a termination of this Agreement for convenience, the Client may request ExED to provide services pertaining to the term of this Schedule or Retroactive Services. If ExED agrees to provide services, the services and fees will be described in a separate agreement.
- c. Immediate Termination for Cause. ExED may immediately terminate this Schedule in the event it determines that (i) it cannot provide the Services in a timely or professional manner due to the actions or inaction of Client with respect to data management or operations, or (ii) Client has engaged or been accused of engaging in material misconduct inconsistent with ExED's mission or nonprofit purpose; in such event, ExED will cooperate with Client to transition its duties to Client personnel or another vendor and ExED shall be entitled to payment of its fees and reimbursable expenses for each month ExED is involved with such transition of duties.
- d. Termination for California Educational Code Noncompliance. Failure to comply with the requirements of California Education Code 49073.1(a-b) shall render this Schedule void if, upon notice and a reasonable opportunity to cure, the noncompliant party fails to come into compliance and cure any defect. Written notice of noncompliance may be provided by any party to the Schedule. If this Schedule is voided under this provision, all parties hereto shall return all pupil records in their possession to the local educational agency (Client).
- e. Non-Renewal. In the event Client duly exercises its right to deliver a Notice of Non-Renewal, with respect to the Agreement, this Schedule shall also terminate, and the provisions of Section 9(f) of the Agreement shall control. In the event Client wishes to terminate solely this Schedule, Client may exercise its right to terminate for convenience, under Section 7(b) above. Client shall not have the right to terminate solely this Schedule (and not the Agreement as a whole) through delivery of a Notice of Non-Renewal.
- f. Other Rights. Subject to the terms of Section 8(c) of the Agreement, (i) the rights of the parties to terminate this Schedule are not exclusive of any other rights and remedies available at law or in equity, and such rights are cumulative, and (ii) the exercise of any right or remedy under this Section 7 does not preclude the exercise of any other right or remedy.

- g. Proration of Service Fees Upon Termination. If this Agreement is terminated early, as provided for above in Section 7(a)-7(e), in addition to any fees and other amounts due and owing to ExED as may be set forth in each such Section, ExED's ExED's CALPADS Data Management and Data Reporting Support Services fees and expense reimbursements shall be prorated to the date of such termination, and ExED shall have the right to payment for all Services rendered and reimbursable expenses incurred up to the date of termination of this Schedule.
  
- h. Agreement Termination. This Schedule shall automatically terminate upon the termination of the Agreement, unless the parties separately enter into an agreement solely for the provision of ExED's CALPADS Data Management and Data Reporting Support Services to Client.



IN WITNESS WHEREOF, the parties hereto execute this Schedule in counterparts as of the Effective Date through duly authorized representatives.

**CLIENT:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_,

Name: Vincent Shih

Title: CFO

**ExED:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_,

Name: Tait Anderson

Title: Executive Vice President