

PROFESSIONAL LEARNING NETWORK CONTRACT TEMPLATE

Pursuant to Resolution No. 17-005, adopted by the Governing Board of the California Collaborative for Educational Excellence on June 8, 2017, this Contract (“Contract”) is made by and among, the Marin County Superintendent of Schools and the Marin County Office of Education (together hereinafter referred to as “FISCAL AGENT”), acting at the direction of the Governing Board of the California Collaborative for Educational Excellence (hereinafter referred to as “CCEE”), and **PLN Host(s)** (hereinafter referred to individually as “HOST” and collectively as “HOSTs”; together with FISCAL AGENT and CCEE, hereinafter referred to collectively as “PARTIES”).

SECTION I: Purpose

The purpose of the CCEE is to advise and assist county offices of education, school districts, and charter schools in achieving the goals set forth in their Local Control and Accountability Plan (“LCAP”) adopted pursuant to the state law. One overarching goal of the CCEE is to partner with Local Educational Agencies (“LEAs”) and local stakeholders to help support and strengthen cycles of continuous improvement through capacity building and collaboration. The professional learning network (“PLN”), created and supported by this Contract, furthers this goal as it focuses on building capacity and deepening learning around interpreting, understanding, and using the California School Dashboard and the LCAP and Annual Update template as tools for continuous improvement.

SECTION II: Privileges and Obligations of All HOSTs and FACILITATORS, to be Enforced by HOSTs

- A. Professional Learning Network. All HOSTs, individually and collectively, agree to create and maintain the PLN described in the Letter of Interest submitted by HOSTs. Creating and maintaining the PLN includes, but is not limited to, the following:
- Providing CCEE with Form A or B (which were available as part of the April 18, 2017 Announcement “Request for Letters of Interest to Host Professional Learning Networks) for each PLN participant.
 - Providing CCEE and the coach of the Professional Learning Exchange (“PLX”) to which the PLN is assigned with the dates, durations, and locations (in-person or online) for the 2017-18 PLN meetings by October 1, 2017 and for the 2018-19 PLN meeting by October 1, 2018 and any changes to those dates, durations, and locations. Dates, durations, and locations may be changed at the discretion of the HOSTs or FACILITATORS provided that the number and type of meetings each month in not less than what is outlined in the Monthly PLN Report Table.

- Performing all duties of HOSTs outlined in the Letter of Interest submitted by HOSTs.
- Hosting all PLN meetings as described in the attached Monthly PLN Report Table.

B. Facilitator Duties. All FACILITATORS shall:

- Attend the yearly orientation and training for all facilitators which will be held on August 8-9, 2017 and on a date to be announced in August 2018.
- Attend all in-person and virtual meetings of the PLX to which the PLN is assigned.
- Check-in monthly with the coach of the PLX to which the PLN is assigned.

At least one FACILITATOR shall:

- Facilitate each in-person or virtual PLN meeting and, if held, sub-PLN meeting.
- Conduct a one-on-one check-in with each PLN participant or all participants from a single participating LEA in each month in which there is at least one in-person or virtual PLN meeting.
- Complete a Monthly PLN Report in each month in which there is at least one in-person or virtual PLN meeting.
- Perform all duties to be performed by at least one FACILITATOR and conduct all activities outlined in the Letter of Interest submitted by HOSTs.

C. Facilitators. Any HOST who employs or contracts with one or more facilitators for the PLN shall provide, prior to signing this Contract, proof (i) of the employment or contractual relationship between the HOST and each facilitator and (ii) that each facilitator possesses at least two years of facilitation experience or two years of experience providing training on the Local Control Funding Formula as determined by CCEE.

D. Documentation. All HOSTs and FACILITATORS agree to provide CCEE with any and all requested documentation demonstrating the work performed pursuant to the PLN and the cost thereof.

E. Participation. All HOSTs and FACILITATORS agrees to permit any CCEE staff member or representative to attend all or part of any PLN meeting as jointly determined by the HOSTs and CCEE.

- F. Costs. All HOSTs agree to bear all costs associated with satisfying this Contract other than the specific costs covered by CCEE as outlined in Section III.
- G. Litigation. Unless ordered otherwise by a court of competent jurisdiction or unless written permission from CCEE is obtained prior to use, all HOSTs and FACILITATORS agree not to use or introduce any information or content that a HOST or FACILITATOR only learned from participating in the PLN or the assigned PLX in conjunction with any administrative complaint (e.g., complaint filed using the Uniform Complaint Process) or litigation.
- H. Content License. Each HOST and FACILITATOR agree to grant CCEE and all hosts of other PLNs a free, transferable, non-exclusive license to use, reproduce, and distribute all information and content created by the HOST or FACILITATOR and presented or distributed at PLN or PLX meetings or as part of communications with or between PLN participants provided (i) the use, reproduction, and distribution is limited to educational and training purposes, (ii) the information and content is not sold, reproduced, or used, in whole or in part, as part of any fee-generating activity or product, and (iii) the HOST or FACILITATOR, as appropriate, is identified as the creator and/or owner of the information and content by including the appropriate name or logo on the information or content. The information and content produced, either in whole or in part, by a HOST or FACILITATOR and presented or distributed at PLN or PLX meetings or as part of communications with or between PLN participants shall not be copyrighted or patented by anyone other than the owner.
- I. Assignment. Neither this Contract nor any duties or obligations under this Contract may be assigned by any HOST without the prior written consent of CCEE. Any assignment or purported assignment of this Contract by any HOST without prior written consent of CCEE will be deemed void and of no force or effect.
- J. Conflict of Interest. Each HOST covenants, by itself and on behalf of its officers and directors, that it presently has no financial interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the satisfaction of the obligations under this Contract. Each HOST further covenants, by itself and on behalf of its officers and directors, that in satisfying this Contract, no person having any such interest shall knowingly be employed or retained by it under this Contract.
- K. Non-Discrimination: No HOST shall discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religion, color, national origin, ancestry, disability, medical condition, marital status or gender, gender identity, gender expression, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Penal Code Section 422.55, or any other protected characteristic in the

satisfaction of this Contract, and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et. seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352), and the Americans with Disabilities Act of 1990 (42 U.S.C. § 1210 *et seq.*).

- L. Insurance. Each HOST shall maintain in force at all times during the satisfaction of this Contract, insurance policies evidencing coverage during the entire term of this Contract.
- Commercial General Liability: one million dollars (\$1,000,000) combined single limit, on account of bodily injuries, including death resulting therefrom and property damage resulting from any accident which may arise in the operations of the HOST in the performance of the work herein provided.
 - Automobile Insurance: equal to state minimum requirements shall be obtained for each vehicle(s) used in the satisfaction of this Contract covering any personal or property damage which may arise in or out of this contract obligation.
 - Worker's Compensation Insurance: statutory Workers' Compensation Insurance as prescribed by the laws of the State of California if the HOST has employees as defined by the State of California.

All insurance policies shall name, or be endorsed to name, the Marin County Superintendent of Schools on behalf of the California Collaborative for Education Excellence as additional insured for the purpose of this Contract. Any HOST that participates in a Joint Powers Agency self-funding insurance pool program will be deemed to have satisfied its obligations under this Paragraph. Each HOST must provide evidence of conformity to this Paragraph to the satisfaction of CCEE.

- M. Invoicing. Each HOST, as appropriate, shall invoice CCEE for each quarter (three months) via email to Siulan Morales at ap_ccee@ccee-ca.org. Over the two-year term of this Contract, this means that each HOST, as appropriate, should invoice CCEE eight (8) times. Each invoice may only be for any of the following activities that occurred during the quarter.
- HOST may invoice CCEE for 4.00% of the Contract Amount for each Monthly PLN Report submitted to CCEE during the quarter and listed in the Monthly PLN Report Table. HOST may invoice CCEE for no more than eight (8) completed Monthly PLN Reports each fiscal year. As nine (9) Monthly PLN Reports are required to be submitted each fiscal year, this allows one of the submitted nine Monthly PLN Reports to not be complete each fiscal year without a financial penalty. Over two years, HOST may invoice CCEE for up to sixty-four percent (64%) of the Contract Amount. The Monthly PLN Report shall include, for each in-person or virtual PLN meeting, all of the following: (i) participant attendance at the PLN meeting using the

CCEE-provided attendance form, (ii) the agenda for the PLN meeting; and (iii) the completed CCEE-provided meeting summary form.

- HOST may invoice CCEE for 1.00% of the Contract Amount for each in-person or virtual PLX meeting (which includes a sub-PLX meeting) attended by all FACILITATORS. HOST may invoice CCEE for no more than sixteen (16) PLX meetings each fiscal year. (For PLNs with more than one facilitator: the HOST may only invoice CCEE for attending a PLX meeting if all FACILITATORS attend.) Over two years, HOST may invoice CCEE for up to thirty-two percent (32%) of the Contract Amount.
- As part of HOST's Quarter 2 (October 2017 through December 2017) invoice only, HOST may invoice CCEE for 4.00% of the Contract Amount upon approval by CCEE of the PLN Evaluation Report.

The invoices will be submitted and paid in accordance with the attached Invoice Table. An invoice, even one that is found to be incomplete or defective, shall be deemed submitted as of the date it is sent via email or via certified mail.

SECTION III: Privileges and Obligations of CCEE

- A. Funding. In performance of the duties described in this Contract, the duties outlined in the Letter of Interest submitted by HOSTs, and any other duties associated with hosting the PLN, CCEE agrees to provide to HOST up to \$XXX,XXX (hereinafter referred to as the Contract Amount). The Contract Amount is based on the budget included in the Letter of Interest submitted by HOSTs and any subsequent conversations between CCEE and HOST. Whenever a material change occurs, HOSTs shall notify CCEE and the PARTIES shall renegotiate the Contract Amount, if necessary.
- B. Additional Costs. CCEE agrees to reimburse the appropriate HOST for travel costs (consistent with CCEE Participation Travel Policy) and lodging costs for each FACILITATOR not otherwise offered or paid for by CCEE that each HOST incurs for attendance by each FACILITATOR at the appropriate PLX meetings and for attendance at the annual facilitator trainings. Reimbursement for travel to the first annual facilitator training on August 8-9, 2017 shall only be available for HOSTs who sign and submit this Contract by Wednesday, August 16, 2017.
- C. No Other Financial Obligations. CCEE has no financial obligation to any HOST other than those detailed in this Section.
- D. Content License. CCEE agrees to grant each HOST a free, non-transferable, non-assignable, non-exclusive license with respect to all information and content CCEE develops with or for use by a facilitator or with or by PLN participants provided (i) the use, reproduction, and distribution is limited to educational and training purposes and (ii) the

information and content is not sold, reproduced, or used, in whole or in part, as part of any fee-generating activity or product.

SECTION IV: Further agreement by all PARTIES

- A. Term. The term of this Contract shall be from July 1, 2017 through June 30, 2019.
- B. Partial Satisfaction. Acceptance by all PARTIES of some obligations to be satisfied under this Contract does not operate as a release from any remaining obligations under this Contract.
- C. Independent Contractor. It is agreed that each HOST and all officers, employees and agents of each HOST are acting as an independent contractor of CCEE and not as a partner, joint venturer, agent or employee of CCEE. Personnel tasked by each HOST with ensuring satisfaction of the obligations under this Contract shall at all times be under the HOST's exclusive direction and control. Each HOST shall pay all the wages, salaries and other amounts due such personnel in connection with satisfying its obligations under this Contract and as required by law. Each HOST shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. It is further understood and agreed by the PARTIES hereto that each HOST in the satisfaction of its obligations hereunder is subject to the control or direction of CCEE merely as to the result to be accomplished by the obligations hereunder agreed to be rendered, performed, and satisfied, and not as to the means and methods for accomplishing the results. It is agreed that CCEE will not withhold any federal or state income tax from payment made pursuant to this Contract, but will provide all HOSTs with a statement of earnings at the end of each calendar year if necessary.
- D. No Third Party Beneficiaries. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of any third party against any PARTY.
- E. Termination. Any PARTY may terminate this Contract without cause upon 30 days written notice served upon all other PARTIES stating the effective date of termination. A notice of termination shall be effective when received.
- F. Waiver of Default. Any waiver by any PARTY of any breach of any one or more of the terms of this Contract shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any PARTY to require exact, full and complete compliance with any terms of this Contract shall not be construed as in any manner changing the terms hereof, or stopping CCEE from enforcement hereof.

G. Force Majeure.

1. In the event any HOST is unable to comply with any provision of this Contract due to causes beyond its control such as acts of God, acts of war, civil disorders, or other similar acts, no HOST shall be held liable to CCEE for such failure to comply.
2. In the event CCEE is unable to comply with any provision of this Contract due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, CCEE shall not be held liable to any HOST for such failure to comply.

H. Indemnification. The PARTIES hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents, and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys' fees for the defense thereof, arising out of or in any manner connected with third party claims regarding the performance of any act or deed under or pursuant to the terms and provisions of this Contract by such indemnifying party, or its officers, agents, and employees, but only in proportion to each PARTY's liability (whether adjudicated, acknowledged or mutually agreed upon) for any such claims, demands, debts, suits actions and causes of action. All obligations under this Paragraph shall survive termination of this Contract.

I. Amendment. This Contract may only be amended in writing by the mutual consent of the PARTIES hereto, except that CCEE may unilaterally amend this Contract to accomplish the below-listed changes provided that CCEE provide written notice to all other PARTIES to this Contract within five (5) working days of making any such amendments:

1. Administrative changes that do not affect the rights of the PARTIES under this Contract; and/or
2. Changes as required by law.

J. Notices. All correspondence and notices required or contemplated by this Contract shall be delivered in electronic form to the respective PARTIES at the email addresses set forth below and shall be delivered in physical form to the respective PARTIES at the addresses set forth below. All correspondence and notices are deemed submitted one (1) day after the physical form of the correspondence or notice is deposited in the United States Mail, postage prepaid. The address to which correspondence or notices may be given to any PARTY may be changed by written notice given in accordance with this Paragraph of this Contract.

Any communication to CCEE shall be made to all three of the following individuals:

Siulan Morales c/o Erika Barragan California Collaborative for Education Excellence 47-110 Calhoun Street Indio, CA 92201 (760) 863-3207 smorales@ccee-ca.org
Josh Daniels c/o Erika Barragan California Collaborative for Education Excellence 47-110 Calhoun Street Indio, CA 92201 (760) 863-3207 jdaniels@ccee-ca.org
Brooks Allen Marin County Office of Education 1111 Las Gallinas Ave San Rafael, CA 94903 (415) 499-5820 ballen@marinschools.org

Any communication to the HOSTs shall be made to the individuals outlined in the Host Contact Table.

- K. Review by Legal Counsel. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this Contract. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this Contract.
- L. Litigation Costs. Except as otherwise provided in this Contract, if any PARTY becomes involved in litigation arising out of this Contract or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.
- M. Governing Law; Jurisdiction; Venue; Interpretation, Severability. This Contract shall be governed by the laws of the State of California. Any legal action related to the satisfaction, performance, or interpretation of this Contract shall be filed only in the Superior Court of Marin County , and the PARTIES waive any provision of law, including California Code of

Civil Procedure, § 394, subdivision (a), providing for a change of venue to another location. Prior to the filing of any legal action, the PARTIES shall be obligated to attend a mediation session with a third party mediator in an attempt to resolve the dispute, with each PARTY to bear its own costs of mediation and the costs of the mediator to be evenly divided between CCEE and each HOST involved in the dispute. This Contract shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase, or provision of this Contract, neither this Contract nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the PARTY primarily responsible for drafting and preparing of this Contract), under any rule of construction or otherwise. The headings are for purposes of convenience only, and shall not be construed to limit or extend the terms of this Contract. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. Should action be brought to enforce or interpret the provisions of this Contract, the prevailing party shall not be entitled to attorney's fees in addition to whatever other relief is granted.

- N. Entire Agreement. This Contract, including all tables, the PLN Contract Frequently Asked Questions, any other documents incorporated herein, constitutes the entire agreement between the PARTIES hereto with respect to the subject matter hereof and no prior or contemporaneous contract of any kind or nature relating to the same shall be deemed to be merged herein.
- O. Ratification. This Contract is subject to ratification by the CCEE Governing Board at a CCEE Governing Board meeting subsequent to the date on which the PARTIES sign this Contract, though services may be provided pursuant to the terms of this Contract prior to such ratification. Notwithstanding Paragraph E, if the CCEE Governing Board votes not to ratify this Contract, it shall be terminated on the day following the meeting at which the CCEE Governing Board failed to ratify it, with all services that have been provided prior to that time to be paid for in accordance with the terms of this Contract.
- P. Expenditure of Funds. In accordance with Assembly Bill No. 1624 (Stats. 2016. Ch. 319), the FISCAL AGENT may not allocate or expend any fund pursuant to this Contract until the Department of Finance approves the 2017-18 Update to the LCFF Professional Development Training Implementation Plan.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Contract on the day and year first written below.

<u>Fiscal Agent</u>	
Signed: _____	Date: _____
Authorized Signature	

Printed Name and Title	

<u>California Collaborative for Educational Excellence</u>	
Signed: _____	Date: _____
Authorized Signature	

Printed Name and Title	

<u>HOST</u>	
Signed: _____	Date: _____
Authorized Signature	

Printed Name and Title	

<u>HOST (If Second Signature is Necessary)</u>	
Signed: _____	Date: _____
Authorized Signature	

Printed Name and Title	

HOST CONTACT TABLE

Host Name: _____
Contact Name: _____
Contact Address: _____
Contact Phone: _____
Contact Email: _____

(Add other contacts as needed)

MONTHLY PLN REPORT TABLE

2017-18		2018-19	
Month	Type/Frequency of Meetings	Month	Type/Frequency of Meetings
Jul		Jul	
Aug		Aug	
Sep		Sep	
Oct		Oct	
Nov		Nov	
Dec		Dec	
Jan		Jan	
Feb		Feb	
Mar		Mar	
Apr		Apr	
May		May	
June		June	

** For any month in which a sub-PLN Meeting is listed, the host must hold and a facilitator must facilitate enough sub-PLN meetings such that every participant (barring typical absences) attends at least one sub-PLN meeting.*

INVOICE TABLE

	<u>Quarter</u>		<u>Regular Invoice Period</u>		<u>Grace Period</u>		<u>Penalty Period</u>		<u>No Payment</u>
	<i>Start Date</i>	<i>End Date</i>	<i>Start Date</i>	<i>End Date</i>	<i>Start Date</i>	<i>End Date</i>	<i>Start Date</i>	<i>End Date</i>	<i>Start Date</i>
1	Saturday Jul 1, 2017	Saturday Sep 30, 2017	Sunday Oct 1, 2017	Wednesday Nov 29, 2017	Thursday Nov 30, 2017	Thursday Dec 14, 2017	Friday Dec 15, 2017	Monday Jan 29, 2018	Tuesday Jan 30, 2018
2	Sunday Oct 1, 2017	Sunday Dec 31, 2017	Monday Jan 1, 2018	Wednesday Feb 14, 2018	Thursday Feb 15, 2018	Thursday Mar 1, 2018	Friday Mar 2, 2018	Monday Apr 2, 2018	Tuesday Apr 3, 2018
3	Monday Jan 1, 2018	Saturday Mar 31, 2018	Sunday Apr 1, 2018	Tuesday May 15, 2018	Wednesday May 16, 2018	Wednesday May 30, 2018	Thursday May 31, 2018	Friday Jun 29, 2018	Saturday Jun 30, 2018
4	Sunday Apr 1, 2018	Saturday Jun 30, 2018	Sunday Jul 1, 2018	Tuesday Aug 14, 2018	Wednesday Aug 15, 2018	Wednesday Aug 29, 2018	Thursday Aug 30, 2018	Friday Sep 28, 2018	Saturday Sep 29, 2018
5	Sunday Jul 1, 2018	Sunday Sep 30, 2018	Monday Oct 1, 2018	Wednesday Nov 14, 2018	Thursday Nov 15, 2018	Thursday Nov 29, 2018	Friday Nov 30, 2018	Monday Dec 31, 2018	Tuesday Jan 1, 2019
6	Monday Oct 1, 2018	Monday Dec 31, 2018	Tuesday Jan 1, 2019	Thursday Feb 14, 2019	Friday Feb 15, 2019	Friday Mar 1, 2019	Saturday Mar 2, 2019	Monday Apr 1, 2019	Tuesday Apr 2, 2019
7	Tuesday Jan 1, 2019	Sunday Mar 31, 2019	Monday Apr 1, 2019	Wednesday May 15, 2019	Thursday May 16, 2019	Thursday May 30, 2019	Friday May 31, 2019	Monday Jul 1, 2019	Tuesday Jul 2, 2019
8	Monday Apr 1, 2019	Sunday Jun 30, 2019	Monday Jul 1, 2019	Wednesday Aug 14, 2019	Thursday Aug 15, 2019	Thursday Aug 29, 2019	Friday Aug 30, 2019	Monday Sep 30, 2019	Tuesday Oct 1, 2019
			<p><i>The regular invoice period (in which the CCEE will pay the full amount of a proper invoice for the quarter) is approximately forty-five (45) days after the end of the quarter with the exception that the regular period to invoice for Quarter 1 is approximately sixty (60) days after the end of the first quarter. The exact dates are set forth above.</i></p>		<p><i>The grace period (in which the CCEE will still pay the full amount of a proper invoice for the quarter) begins the day after the end of the regular invoice period and ends approximately fifteen (15) days later. The exact dates are set forth above.</i></p>		<p><i>The penalty period (in which the CCEE will only pay ninety percent (90%) of the amount of a proper invoice for the quarter) begins the day after the end of the grace period and ends approximately thirty (30) days later. The exact dates are set forth above.</i></p>		<p><i>The CCEE will not pay any invoice that is received the day after the end of the penalty period. The exact dates are set forth above.</i></p>

PLN CONTRACT FREQUENTLY ASKED QUESTIONS

Question 1: Section III, Paragraph A states that “Whenever a material change occurs, HOSTs shall notify CCEE and the PARTIES shall renegotiate the Contract Amount, if necessary.” Please explain what is “material.”

Response 1: The Contract Amount for each PLN is based on the budget submitted as part of the Letter of Interest and, in some cases, modified based on subsequent conversations. A “material” change occurs when there is a non-trivial change in one of more aspects of that underlying budget. The following are examples of such a material changes. They are provided for illustrative purposes only and do not comprise an exhaustive list of all material changes.

- » The original budget was based on travel costs for 20 PLN participants to attend the in-person PLN meetings. The actual number of participants was only 10.
- » The original budget was based on two PLN facilitators. The number of facilitators decreases to one for any period of time.
- » The original budget was based on paid consultants attending all nine in-person meetings. The paid consultants only attended five in-person meetings.

Contact the CCEE if there is a question regarding whether a change is “material.”

Question 2: I still don’t understand the licensing provisions (Section II, Paragraph G and Section III, Paragraph D) or why they are there. Can you please explain?

Response 2: The PLNs are part of the CCEE’s Professional Development Implementation Training Plan. The statutory direction underlying this Plan, set forth in Senate Bill No. 828 (Reg. Session 2015-16), states that the trainings must be “available to all school districts, county offices of education, and charter schools.” More fundamentally, the PLNs are funded with public money. Thus, while the immediate purpose of a PLN is to build capacity within the host and the participating LEAs, the broader purpose must be to build capacity and knowledge in all LEAs. To do so, the learning from the PLNs, including any documents or materials created by the host or the facilitator and presented or distributed at a PLN or PLX meeting or as part of communications with or between PLN participants, must be shared and available to other LEAs that don’t participate in the PLNs. Similarly, all such resources may not be used by someone else as part of a fee-generating product or activity. Some PLN hosts have expressed concern that this will have a negative impact on their PLNs. We encourage those hosts to contact the CCEE to understand exactly what is expected to be shared under the licensing provisions.

Question 3: I understand that a facilitator must conduct a one-on-one check-in with each PLN participant or all participants from a single participating LEA in each month in which there is at least one in-person or virtual PLN meeting. (The same is true for the PLX coach as each PLN facilitator.) Must this be an in-person check-in?

Response 3: No. The check-in can be in-person, by phone or video conference, or even by email. The purpose of the check-in is to keep the PLN participant connected with the PLN facilitator (and the facilitator connected with the PLX coach) so that the work of

the PLN (and PLX) continues to be front and center in the mind of the PLN participant (and facilitator).

Question 4: Under what circumstances am I permitted to make changes (e.g., add PLN participants) to my PLN?

Response 4: Please contact CCEE before making any change. The process that CCEE staff will use to determine whether a change is permitted is as follows:

- » Step 1: Refer back to the Letter of Interest (LOI) submitted to the CCEE on which the PLN is based to determine whether the requested change is already contemplated under the LOI. If so, then the change is permitted. If not, then proceed to step 2.
- » Step 2: Use the PLN Evaluation Matrix (available <http://www.ccee-ca.org/documents/PLN%20Evaluation%20Criteria.pdf>) to determine whether the change would result in a lower ranking in any category in. If not, then the change is permitted. If so, then the change will be considered by CCEE but only on a case-by-case basis.

Question 5: Is there a deadline to add participants or participating LEAs?

Response 5: There is no deadline to add (or remove) participants as long as the process is Question 1/Response 1 is followed. While there is no formal deadline to add (or remove) participating LEAs, please try to confirm the list of participating LEAs by no later than October 1, 2017. Any request to add participating LEAs after the date is unlikely to be approved.

Question 6: Can I cancel a PLN meeting?

Response 6: There is an expectation that the hosts of a PLN will ensure that the number and types of PLN meetings that were committed to in the LOI (and listed in the Monthly PLN Meeting Table) are held. However, a Monthly PLN Report will be incomplete if a scheduled PLN meeting that month is cancelled and there may be a negative financial impact if less than eight Monthly PLN Reports are submitted. (See Section II, Paragraph M for more information.)

Question 7: The Contract states that “Any communication to CCEE shall be made to . . . three . . . individuals” from the CCEE and the Fiscal Agent. Do all communications, including invoices, need to go to all three individuals?

Response 7: Any formal correspondence must go to all three individuals. An example of formal correspondence might include a notice to terminate the contract. Invoices and other routine correspondence should simply be directed at the proper individual.

Question 8: I am not sure how to comply with the insurance requirements (Section II, Paragraph L). Please advise.

Response 8: Please contact Siulan Morales (smorales@ccee-ca.org) for help with complying with the insurance requirements.

Question 9: Is the CCEE using any federal funds to fund the PLNs?

Response 9: No.