



## **AGENDA**

### **BOARD OF DIRECTORS REGULAR BOARD MEETING**

**Time: August 10, 2022 5:30pm**  
**Middle School Campus, Room 6**

#### **Zoom:**

Subject to change in accordance to the Brown Act.

Meetings will be available videoconference pursuant to Executive Orders N-25-20 and N-29-20

#### **Join Zoom Meeting**

<https://us02web.zoom.us/j/6362513717>

#### **Mission Statement**

Chico Country Day School provides a safe, joyful environment where all learners are inspired to achieve their personal best.

#### **2022-2023 CCDS Board Members:**

Melissa Pearson  
Jamie Clyde  
Devjani Banerjee-Stevens  
Thang Ho  
Charles CC Carter  
Santy Gray

### **1. CALL TO ORDER & ROLL CALL**

### **2. CLOSED SESSION (5:30pm)**

- 2.1 **Public Employee Evaluation:** Per Government Code §54957  
Title: Chief Executive Officer

### **3. REGULAR SESSION (6:00pm)**

- 3.1 Approval of Regular Agenda  
3.2 Report from Closed Session

### **4. PUBLIC COMMENTS CONCERNING ITEMS NOT ON THE AGENDA**

### **5. CONSENT AGENDA**

- 5.1 Minutes from meetings (6/15/22 Regular Meeting and 6/29/22 Special Meeting)  
5.2 Board Report of Checks  
5.3 MOU for Nursing Services between CCDS & Manzanita Elementary School District  
5.4 MOU for School Psychology services between CCDS and Nord Country School  
5.5 Student Family Handbook  
5.6 Stipends, Updated August 1, 2022  
5.7 Board Resolution: Authorized Signors for CCDS  
5.8 ASP Staff Discount Rates



## 6. DISCUSSION/ACTION ITEMS

- 6.1 CCDS Leadership Report
- 6.2 Board Development Committee: Appointment of new board member 2022-2025
- 6.3 Election of Officers of the Board for 2022-2023
- 6.4 Public Hearing and Adoption of Updated Independent Study Policy
- 6.5 Public Employee Appointment: Chief Executive Officer, Chief Business Officer, Director of Student Affairs, Director of Student Support Services

## 7. ADJOURNMENT: Adjourn; Next Regular Meeting is September 14, 2022

### **Information, Procedures and Conduct of CCDS Board Meetings:**

#### **Student Participation:**

At the discretion of the Board Chair, students may be given priority to address items to the Board

#### **Public input on specific agenda items and those items not on the agenda:**

The CCDS Board of Directors welcomes and encourages public comments. Any person of the public desiring to speak shall be allowed to speak during public comment time and has the option of speaking once on any agenda item when it is being discussed. Speaking time shall generally be limited to three minutes, unless a longer period is permitted by the Board Chair. In the case of numerous requests to address the same item, the Board may select representatives to speak on each side of the item. Each person who addresses the Board must be first recognized by the presiding officer and give his or her name. Comments must be directed to the Board as a whole and not to individual board members or employees. The Board shall not take action or enter into discussion or dialog on any matter that is not on the meeting agenda, except as allowed by law. Items brought forth at this part of the meeting may be referred to the Administration or the Board may take the item under advisement. The matter may be placed on the agenda of a subsequent meeting for discussion or action by the Board.

**Special Needs:** If you have special needs because of a disability or you require assistance or auxiliary aids to participate in the meeting, please contact the CCDS office at 530.895.2650. CCDS will attempt to accommodate your disability.

**Copies of Agendas and Related Materials:** Materials are available at the meeting, on the website at [www.chicocountryday.org](http://www.chicocountryday.org), or in the Main office prior to the meeting @ 102 W. 11<sup>th</sup> Street, Chico, CA 95928.



## **Minutes**

### **CCDS Board of Directors Regular Meeting**

**Date: Wednesday, June 15, 2022**

**Time: 5:30 pm**

**Location: In-person, Room 4, Middle School Campus**

#### **1. CALL TO ORDER & ROLL CALL**

Lawrence called meeting to order at 5:35 pm.

Attendees: Thang Ho, Jamie Clyde, Santy Gray, Jessika Lawrence, Melissa Pearson, Devjani (Juni) Banerjee-Stevens

Absent: Charles (CC) Carter

#### **2. CLOSED SESSION (5:30pm)**

##### **2.1 Public Employee Evaluation**

Title: Director of Education, Director of Student Support Services, Director of Student Affairs

#### **3. REGULAR SESSION (6:00pm)**

##### **3.1 Approval of Regular Agenda**

Ho/Gray to approve. All in favor: Clyde, Lawrence, Pearson, Banerjee-Stevens

##### **3.2 Report from Closed Session**

Nothing to report

#### **4. PUBLIC COMMENTS CONCERNING ITEMS NOT ON THE AGENDA**

The administrative staff and board members thank Jessika Lawrence for her service to CCDS as Board Member and President for the past nine years.

#### **5. CONSENT AGENDA**

Lawrence/Gray to approve with modification to Item 5.5 (Employment Contracts). All in favor: Ho, Clyde, Pearson, Banerjee-Stevens

#### **6. DISCUSSION/ACTION ITEMS**

##### **6.1 Extended Contract with SchoolAbility Financial Services**

Fairon explained that SchoolAbility is cover CBO duties as CCDS searches for and transitions to a new CBO. CCDS attorneys have vetted SchoolAbility's contract. Administration requests approval to contract with SchoolAbility through December, and then continue on a month-to-month basis.

Banerjee-Stevens/Pearson to approve. All in favor: Ho, Clyde, Gray Lawrence

6.2 **Final Local Control Accountability Plan 2022-2023, LCAP Budget Overview for Parents, LCAP/LCP Annual Update**

Trout and Jerome provided a summary of LCAP progress to date and outlined future goals. Request approval for 2022-2023 LCAP.

Ho/Clyde to approve. All in favor: Gray, Lawrence, Pearson, Banerjee-Stevens

6.3 **22/23 Original Budget**

Administration requests approval for 2022-2023 budget.

Ho/Lawrence approve. All in favor: Clyde, Gray, Pearson, Banerjee-Stevens

6.4 **Amended 2022-2023 School Calendar**

Administration requests approval to implement an early release on Mondays (except in May, 2023). Note that this means K-6 would be released at 1:30 pm, and 7-8 would be released at 1:45.

The board discussed the importance of including parent feedback and being transparent about the rationale for the change. Agreed to postpone the vote until Fairon could communicate the rationale for the change with the CCDS community and invite feedback.

Special meeting scheduled for June 29, 2022.

6.5 **Cafeteria MOU with CUSD**

Fairon explained that CUSD wants to revise MOU with CCDS in order to retain their employee in CUSD. Requests approval to revise the MOU.

Lawrence/Clyde to approve. All in favor: Ho, Gray, Pearson, Banerjee-Stevens

6.6 **Cafeteria Assistant Job Description**

Administration proposed a job description for a new position. The new cafeteria assistant would be a CCDS (not CUSD) employee.

Gray/Ho to approve. All in favor: Clyde, Lawrence, Pearson, Banerjee-Stevens

6.7 **Proposed one time off-schedule salary bonus in lieu of salary schedule increase**

Administration requests approval to offer salary bonuses of up to 4%. After discussing the impact on the overall budget, the board agreed a 4% bonus was feasible and appropriate.

Ho/Lawrence to approve. All in favor: Clyde, Gray, Pearson, Banerjee-Stevens

6.8 **Tobacco and Vape Policy- Student Policy #22**

Trout requests approval to implement this policy in order to maintain eligibility for a zero-cost grant.

Ho/Gray to approve. All in favor: Clyde, Lawrence, Pearson, Banerjee-Stevens

6.9 **WASC Timeline Update**

Report only. No action necessary.

6.10 **Ad hoc committee: New Board Member Search and Nomination**

Fairon reported that a request for applications for a new board member was put in the most recent CCDS e-flyer. Administration requests that a Board Development Committee be identified. The Committee will include Clyde, Gray, and Parent. Administration will also ask for a PTP representative to participate in this process.

Lawrence/Pearson to approve. All in favor: Ho, Clyde, Gray, Banerjee-Stevens

**7. ADJOURNMENT**

Lawrence adjourned the meeting at 8:56 pm. Next Special Meeting on June 29, 2022 at 6 pm. Next Regular Meeting on August 10, 2022 at 6 pm.



## Minutes

### CCDS Board of Directors Special Meeting

Date: Wednesday, June 29, 2022

Time: 6:00 pm

Location: In-person and via Zoom, Room 5, Middle School Campus

#### 1. **CALL TO ORDER & ROLL CALL:**

Lawrence called meeting to order at 6:02 pm.

Attendees: Santy Gray, Jessika Lawrence, Devjani (Juni) Banerjee-Stevens, Melissa Pearson, Thang Ho, Jamie Clyde, Charles (CC) Carter

Absent: None

#### 2. **SPECIAL SESSION (5:30 pm)**

##### 2.1 **Approval of Special Agenda.**

Ho/Gray to approve.

##### 2.2 **Amended Calendar** 1 Hour Early Release on Mondays

Fairon reported staff created a video and created a FAQs page explaining the rationale for the early release, specifically that the time will be used for staff/team development. Feedback then was solicited from parents, teachers, and staff via a web survey. Fairon reported that the majority of responses (84/124) were positive.

Pearson/Carter to approve. All in favor: Gray, Lawrence, Banerjee-Stevens, Ho, Clyde

##### 2.3 **Line of Credit from Northern CA National Bank**

Fairon explained that a line of credit of \$250,000 was established in 2020 as a safety net to ensure cash flow during the pandemic. Requested that this line of credit be extended.

Lawrence/Ho to approve. All in favor: Gray, Banerjee-Stevens, Pearson, Clyde, Carter.

##### 2.4 **Stipend Positions, 2022-2023**

Request for board to approve stipends for coaches for next year. Board recommended a further review of payments to ensure that stipends are competitive and/or adequate compensation for coaches' experience and effort.

Ho/Pearson to approve. All in favor: Gray, Lawrence, Banerjee-Stevens, Clyde, Carter.

## **2.5 Human Resource Coordinator Job Description**

Fairon reported that the current payroll/HR coordinator has resigned. SchoolAbility is able to complete payroll tasks, but administration requests approval of a new job description for an HR coordinator that does include the payroll duties.

Ho/Banerjee-Stevens to approve. All in favor: Gray, Lawrence, Pearson, Clyde, Carter.

## **3. ADJOURNMENT**

Lawrence adjourned the meeting at 6:32 pm. Next Regular Meeting is August 10, 2022.

Checks Dated 06/01/2022 through 07/31/2022			Board Meeting Date 8/13/22
Check Number	Check Date	Pay to the Order of	Check Amount
0020226	06/03/2022	A & J Party Center	176.96
0020227	06/03/2022	AFLAC	357.78
0020228	06/03/2022	Amazon Capital Services, Inc	497.27
0020229	06/03/2022	Dawson Landscaping	1,300.00
0020230	06/03/2022	Dewald Parent, Amie L	2,147.65
0020231	06/03/2022	Evergreen Janitorial Supply, Inc.	891.46
0020232	06/03/2022	Langford, Stuart C	1,682.35
0020233	06/03/2022	Leading Well	1,350.00
0020234	06/03/2022	ODP Business Solutions, LCC	489.91
0020235	06/03/2022	Peterson, Sarah	165.60
0020236	06/03/2022	PG &E	7,540.51
0020237	06/03/2022	Ray Morgan Company	8,402.91
0020238	06/03/2022	T Mobile	100.00
0020239	06/03/2022	The Bookstore	828.12
0020240	06/03/2022	The DBQ Company	4,395.00
0020241	06/03/2022	Trout, Claudia	80.62
0020242	06/03/2022	Wren, Natalie L	151.52
0020243	06/09/2022	Amazon Capital Services, Inc	3,967.91
0020244	06/09/2022	American Fidelity Assurance ATTN: Billing Admin	1,577.74
0020245	06/09/2022	Butte Schools Self Funded Programs	25.00
0020246	06/09/2022	CalPERS	26,799.37
0020247	06/09/2022	Citi Cards	1,800.62
0020248	06/09/2022	Cooley, Kerri A	63.17
0020249	06/09/2022	Dell Financial Services	214.51
0020250	06/09/2022	Dewald Parent, Amie L	27.96
0020251	06/09/2022	Discount School Supply	435.94
0020252	06/09/2022	Home Depot	132.46
0020253	06/09/2022	San Joaquin County Office Of Ed.	1,200.00
0020254	06/09/2022	Sherwood Montessori	925.95
0020255	06/09/2022	T Mobile	331.50
0020256	06/09/2022	Verizon Wireless	202.80
0020257	06/09/2022	Waste Management	491.26
0020258	06/09/2022	Department of Justice	145.00
0020261	06/18/2022	Chico Country Day School	12,307.14
0020262	06/18/2022	Employment Development Dept	5,932.40
0020263	06/18/2022	Internal Revenue Service	23,761.58
0020264	06/23/2022	Access Information Management	137.27
0020265	06/23/2022	Certifix Live Scan	60.00
0020266	06/23/2022	CharterSAFE	48,651.67
0020267	06/23/2022	Evergreen Janitorial Supply, Inc.	327.51
0020268	06/23/2022	Loy J Mattison	617.50
0020269	06/23/2022	Mission Linen and Uniform	477.51
0020270	06/23/2022	Ray Morgan Company	205.92
0020271	06/23/2022	Story Heating & Air	169.00
0020272	06/23/2022	Tucker Pest Control	305.00
0020275	07/12/2022	AFLAC	325.02
0020276	07/12/2022	Amazon Capital Services, Inc	4,730.45
0020277	07/12/2022	American Fidelity Assurance ATTN: Billing Admin	1,577.74
0020278	07/12/2022	Butte Schools Self Funded Programs	46,549.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

SCHOOLABILITY

Page 1 of 3

Checks Dated 06/01/2022 through 07/31/2022			Board Meeting Date 8/13/22
Check Number	Check Date	Pay to the Order of	Check Amount
0020279	07/12/2022	CA Water Service Company	1,558.62
0020280	07/12/2022	CalPERS	18,515.72
0020281	07/12/2022	Chico Country Day School	22,386.57
0020282	07/12/2022	Discount School Supply	3.22
0020283	07/12/2022	Employment Development Dept	13,655.76
0020284	07/12/2022	Illuminate Education, Inc.	112.00
0020285	07/12/2022	Internal Revenue Service	41,402.22
0020286	07/12/2022	Memory Book Company	1,968.95
0020287	07/12/2022	Open Up Resources	2,203.99
0020288	07/12/2022	ParkPlanet	286.41
0020289	07/12/2022	PG &E	9,287.45
0020290	07/12/2022	School Services of California	250.00
0020291	07/12/2022	SchoolAbility, LLC	26,750.00
0020292	07/12/2022	Stephen Roatch Accountancy Corporation	6,437.00
0020293	07/12/2022	T Mobile	100.00
0020294	07/12/2022	The TDS Group	10,870.00
0020295	07/12/2022	Waste Management	789.01
0020299	07/15/2022	Aeries Software	9,074.00
0020300	07/15/2022	Amazon Capital Services, Inc	233.08
0020301	07/15/2022	Ann Elizabeth Nikolai	1,700.00
0020302	07/15/2022	Assoc. of CA School Admin Attm Membership Processing	936.75
0020303	07/15/2022	AT & T	215.82
0020304	07/15/2022	Better Lesson, Inc.	50,100.00
0020305	07/15/2022	CatapultK12	1,287.00
0020306	07/15/2022	Cherry, Angela J	322.83
0020307	07/15/2022	Department of Justice	448.00
0020308	07/15/2022	Dewald Parent, Amie L	92.24
0020309	07/15/2022	Efseaff, Susan R	21.98
0020310	07/15/2022	Evergreen Janitorial Supply, Inc.	1,494.89
0020311	07/15/2022	Fairon, Wendy A	2,388.26
0020312	07/15/2022	Follett School Solutions, Inc	42.60
0020313	07/15/2022	Greenfield, Kelly C	105.23
0020314	07/15/2022	Home Depot	46.34
0020315	07/15/2022	Hoppe, Lisa M	24.00
0020316	07/15/2022	Jerome, Frank G	1,539.45
0020317	07/15/2022	John Sclare	4,000.00
0020318	07/15/2022	Leading Well	1,350.00
0020319	07/15/2022	Mission Linen and Uniform	598.50
0020320	07/15/2022	Norcal Food Equipment	2,281.24
0020321	07/15/2022	T Mobile	328.00
0020322	07/15/2022	Trout, Claudia	58.81
0020323	07/15/2022	Wilson, Pamela H	135.66
0020324	07/19/2022	Access Information Management	137.70
0020325	07/19/2022	Certifix Live Scan	90.00
0020326	07/19/2022	CGI Math Learning Center LLC	14,875.00
0020327	07/19/2022	Chico Country Day School	17,891.87
0020328	07/19/2022	Dell Financial Services	6,366.98
0020329	07/19/2022	Dell Financial Svcs, LCC	3,285.58
0020330	07/19/2022	Employment Development Dept	9,196.32

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

SCHOOLABILITY

Page 2 of 3

Checks Dated 06/01/2022 through 07/31/2022

Board Meeting Date 8/13/22

Check Number	Check Date	Pay to the Order of	Check Amount
0020331	07/19/2022	Internal Revenue Service	27,388.62
0020332	07/19/2022	Ray Morgan Company	205.92
0020333	07/19/2022	SchoolAbility, LLC	33,264.00
0020334	07/19/2022	The TDS Group	5,172.50
0020335	07/19/2022	Tucker Pest Control	305.00
0020336	07/19/2022	Verizon Wireless	198.67
0020337	07/27/2022	Amazon Capital Services, Inc	689.27
0020338	07/27/2022	Better Lesson, Inc.	4,350.00
0020339	07/27/2022	Citi Cards	3,261.32
0020340	07/27/2022	Department of Social Services	242.00
0020341	07/27/2022	Discount School Supply	295.67
0020342	07/27/2022	Half a Bubble Out, Inc.	90.00
0020343	07/27/2022	Memory Book Company	85.03
Total Number of Checks			111
			<b>577,826.61</b>

## Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	111	577,826.61
	Total Number of Checks	111	577,826.61
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		<b>577,826.61</b>

Includes checks for only Bank Account 100MAIN

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.



Page 3 of 3

**Memorandum of Understanding between  
Manzanita Elementary School District and Chico Country Day School**

This memorandum of understanding (“MOU” or “Agreement”) is between Manzanita Elementary School District (Manzanita) and Chico Country Day School (“CCDS”), which are referred to as the “parties”.

**RECITALS:**

- A. Manzanita is an elementary school district.
- B. CCDS is a charter school authorized by the Chico Unified School District.
- C. Manzanita wishes to contract with CCDS for CCDS’s provision of School Nursing services to Manzanita students, as more fully discussed in this MOU.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and agreements herein set forth, the parties do hereby agree as follows:

**1. Purpose**

The purpose of the MOU is to ensure that Manzanita students are provided with nursing services by CCDS. It is agreed that Manzanita shall retain all financial and legal responsibilities under the Individuals with Disabilities Education Improvement Act (“IDEA”) and related federal and California laws for Manzanita students served by CCDS in accordance with this MOU. Manzanita shall remain liable for all complaints, mediations, due process matters and/or other litigation initiated by or on behalf of Manzanita students which arise under such laws. CCDS shall only be considered a service provider and not the responsible LEA for any Manzanita student and shall incur no costs associated with the provision of these services, all of which shall be paid by Manzanita as set forth in this MOU. Unless the parties agree otherwise in writing, CCDS is not required to provide anything beyond what is specifically identified in this MOU.

**2. Services of the school nurse may include:**

- (a) Assessing and evaluating student health and developmental status as part of the Individual Education Plan (IEP) or Section 504 Plan process;
- (b) Communicating with students, families, caregivers, and health care providers;
- (c) Interpreting assessments and medical information to school staff working with the students;
- (d) Designing and implementing an Individualized School Health Plan, Emergency Care Plan, Individual Educational Plan and/or Section 504 Plan related to health care needs or chronic illnesses;

- (e) Determining the appropriate level of care for students with specialized health care needs and training, monitoring and supervising licensed and unlicensed staff;
- (f) Providing school nursing case management services for students;
- (g) Counseling students and parents regarding health or school related issues and providing information and referral to community services;
- (h) Administering and training and supervising school staff in assisting students with routine and emergency medications;
- (i) Serving as a health consultant and providing inservice programs to staff on a variety of health topics;
- (j) Developing curriculum and assisting in delivery of comprehensive health education to students;
- (k) Promoting a healthy school environment for emotional and physical safety;
- (l) Performing federal and state mandated tasks including but not limited to emergency care; child abuse reporting; communicable disease control, prevention and follow up; and CHDP, audiometric, scoliosis and vision screening;
- (m) Providing routine direct healthcare services and referrals;
- (n) Maintaining, protecting and managing confidential electronic and written student health records.

### 3. **Additional Manzanita Obligations**

Manzanita shall:

- (a) Pay CCDS for services identified herein, consistent with the Fiscal Agreement set forth in paragraph 7 below.
- (b) Provide CCDS personnel with appropriate designated workspace for the delivery of services within Manzanita buildings as assigned.
- (c) Provide internet data connections in workspaces designated for CCDS personnel at the Manzanita site.
- (d) Store confidential health files at the Manzanita site.
- (e) Provide nurse with assessment plans upon signature so health and developmental history may be completed.

- (f) Maintain Commercial General Liability on an “occurrence basis” with a limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for bodily injury, death, and property damage and provide a Certificate of Insurance to the CCDS business officer verifying the minimum coverage and naming CCDS as additional insured.

#### **4. Dispute Resolution**

In the event that either party disputes the meaning of the terms of this agreement, the parties shall attempt to resolve the dispute in good faith first through a joint meeting of their representatives. If an agreement cannot be reached through the joint meeting, then the parties agree to attempt to resolve the dispute in a meeting. If agreement cannot be reached then any party may seek remedy in the appropriate court of law.

#### **5. Due Process and/or Litigation**

Manzanita assumes full responsibility for the provision of assessments and therapy services to Manzanita students. It shall be the financial and legal responsibility of Manzanita to handle any and all legal disputes and claims, including but not limited to, negotiating settlement agreements, mediations, due process hearings, compliance complaints and any and all other legal actions related to a student’s educational program pursuant to this MOU. If CCDS is named as a party to a legal dispute, Manzanita will cooperate in dismissing, with prejudice, CCDS as a party. If Manzanita is unable to obtain dismissal of CCDS as a party to a dispute, Manzanita shall fully defend and indemnify CCDS in said proceedings in accordance with the Indemnification provision in paragraph 8 below. CCDS shall fully cooperate with Manzanita in any legal dispute, including making its employees and documents available.

#### **6. Indemnification**

Manzanita shall protect, defend, indemnify, forever hold harmless and assume the costs of defense, including attorneys’ fees, of CCDS, its Board, officers, members, representatives, agents, guests, invitees, and/or employees, from and against any and all liabilities, claims, losses, judgments, damages, demands or expenses resulting from or related to the policies and procedures of the El Dorado County Charter SELPA, the requirements of the IDEA, California Education Code section 56000 and following sections, Title 5 of the California Code of Regulations section 3000 and following sections, the Americans with Disabilities Act, and/or Section 504 or any other causes of action, including but not limited to actions related to or arising from CCDS’s obligations under this Agreement. Manzanita shall indemnify CCDS and its Board, officials, employees and agents against any remedies, including compensatory education, reimbursement, money damages, attorneys fees and/or costs that may be awarded or agreed to, for failure to provide appropriate and/or compliant special education and related services.

#### **7. Fiscal Agreement**

CCDS will bill Manzanita in advance for school nursing services on a monthly basis, for 10 months, at the rate of:

- School Nurse:
  - a. 0.10 FTE or equivalent of 18.5 days based on the employee's position on the CCDS Nursing Salary Schedule. Any additional days of work required by Manzanita shall be requested in writing and approved by both Manzanita and CCDS administrators. Manzanita will be billed at the employee's daily rate, daily benefit costs plus a 2% fee based on the daily amounts.
  - b. Twenty percent (20%) of the benefit cost of the employee, including PERS, payroll fees and other fees associated with an employee.
- Mileage rate equal to the IRS Standard Mileage Rates, if applicable.
- Actual costs of translation services as needed and requested by Manzanita for any reports and assessments performed by CCDS staff.
- 2% Administrative Fee based upon the salary and benefit rates listed above.

Manzanita has thirty (30) days from the date of billing to issue payment to CCDS.

#### 8. **Agreement / Term**

- (a) This MOU constitutes the entire understanding between parties and supersedes any prior or concurrent agreement, oral or written, between or among CCDS and/or Manzanita concerning its subject matter. Any modification to this MOU shall be effective only if in writing and signed by all parties. If any provision or any part of this MOU is for any reason held to be invalid or unenforceable or contrary to public policy, law, or statute, and/or ordinance, the remaining provisions of this MOU shall not be affected thereby and shall remain valid and fully enforceable.
- (b) The term of this Agreement and services shall commence on July 1, 2022 and continue through June 30, 2023.
- (c) CCDS will seek advisement and input from Manzanita in regards to periodic program evaluation and evaluating delivery of nursing services. Manzanita retains the ability to perform an independent evaluation of the School Nurse services provided. CCDS retains the sole responsibility to perform staff evaluations of CCDS employees who implement services in accordance with this MOU; however, CCDS is invited to collaborate with Manzanita staff in this regard as needed.
- (d) This Agreement has been made and entered into the State of California and the laws of said State will govern the validity and interpretation of this Agreement.
- (e) The persons signing this MOU warrant that they are duly authorized to sign it on behalf of the persons and entities being bound.
- (f) This Agreement may be executed in counterparts, all of which, taken together, shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

**On Behalf of Manzanita Elementary School District:**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Manzanita Elementary School District Superintendent

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Manzanita Elementary School District Board Chairperson

**On Behalf of Chico Country Day School**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
CCDS Director of Student Support Services

Date: \_\_\_\_\_ By: \_\_\_\_\_  
CCDS Board Chair

**Memorandum of Understanding between  
Nord Country School and Chico Country Day School**

This special education memorandum of understanding (“MOU” or “Agreement”) is between Nord Country Charter School (NCS) and Chico Country Day School (“CCDS”), which are referred to as the “parties”.

**RECITALS:**

- A. NCS is a charter school authorized by Chico Unified School District (CUSD). NCS operates as an independent Local Education Agency (“LEA”) member of the El Dorado County Charter SELPA for purposes of special education.
- B. CCDS is a charter school authorized by the Chico Unified School District. CCDS operates as an independent LEA member of the El Dorado County Charter SELPA for purposes of special education.
- C. NCS wishes to contract with CCDS for CCDS’s provision of School Psychology services to NCS students, as more fully discussed in this MOU.

**NOW, THEREFORE,** in consideration of the promises and the mutual covenants and agreements herein set forth, the parties do hereby agree as follows:

**1. Purpose**

The purpose of the MOU is to ensure that NCS students are provided with assessments in the area of school psychology by CCDS when required and in conformity with their IEPs. It is agreed that NCS shall retain all financial and legal responsibilities under the Individuals with Disabilities Education Improvement Act (“IDEA”) and related federal and California laws for NCS students served by CCDS in accordance with this MOU. NCS shall remain liable for all complaints, mediations, due process matters and/or other litigation initiated by or on behalf of NCS students which arise under such laws. CCDS's sole responsibility with respect to NCS students is to assist NCS in conducting psychological assessments, assisting in developing IEPs for students, and providing School Psychology services described in the student’s IEP. Thus, CCDS shall only be considered a service provider and not the responsible LEA for any NCS student and shall incur no costs associated with the provision of these services, all of which shall be paid by NCS as set forth in this MOU. Unless the parties agree otherwise in writing, CCDS is not required to provide anything beyond what is specifically identified in this MOU. Any and all additional assessments, program, placement and services shall be the responsibility of NCS.

**2. Evaluations/Assessments**

At the request of NCS, CCDS shall timely conduct initial and reevaluation assessments of students limited to the following areas: cognitive, psychological processing, social/emotional, behavior, academic performance, and communication. CCDS shall consult with NCS staff when selecting and conducting assessments and shall assist NCS staff in preparing the assessment plan.

### **3. Individualized Education Plan Development/FAPE**

CCDS will assist NCS in developing written individualized education plans (IEP) for students with exceptional needs through the IEP team process, by providing a School Psychologist at .20 FTE. A calendar outlining the expected workdays of the School Psychologist is attached in Exhibit A. NCS shall be responsible for ensuring the IEP team shall have all legally mandated members, including but not limited to an ACS administrator or designee. CCDS shall provide collaborative input to NCS in its development of IEPs. CCDS shall participate in IEP meetings to report on assessments, or any other service provided under this MOU. NCS and CCDS will collaboratively schedule all IEP meetings in which CCDS may be involved. An NCS administrator or designee will serve as the Administrator of Record at each IEP meeting. NCS shall be responsible to make an offer of a free appropriate public education ("FAPE") for NCS students.

CCDS shall do the following to assist in IEP development and implementation for NCS students who receive Section 2 listed services pursuant to their IEP:

- (a) Track referral, assessment, and all IEP timelines.
- (b) Assist NCS in drafting IEPs and IEP Addendums including present levels of performance, goals and objectives, accommodations and modification in the areas listed in section 2.
- (c) Assist NCS in developing its offer of FAPE related to the area listed in Section 2.
- (d) Ensure that progress reports from CCDS service providers are provided to parents in accordance with the student's IEPs.
- (e) Assist NCS in ensuring that student's services listed in Section 2 are being implemented in accordance with the IEP.
- (f) Assist NCS with investigating and responding to compliance complaints, special education audits, and other investigations or complaints related to services listed in Section 2.

### **4. Special Education Services**

The IEP team shall have responsibility for determining the appropriate placements and services for NCS students with exceptional needs in accordance with applicable laws. NCS shall be responsible for providing placements for special education students in accordance with the student's IEP, which shall be provided in the least restrictive environment and shall be consistent with state and federal laws and regulations.

CCDS will provide the following services to NCS related to special education functions, in accordance with the Fiscal Agreement identified in this MOU:

- (a) CCDS will provide only school-based consultation services to special education students in accordance with their IEPs.

- (b) In order to implement the services identified in paragraph 4(a), CCDS shall employ appropriately qualified personnel. CCDS school psychology staff and services will be provided both on and off NCS's site, as CCDS and NCS administrators determine appropriate.
- (c) As the school psychology staff may be serving other schools with different calendars, the service provider will follow the calendar of the school site where the greatest percentage of time is spent.

## **5. Additional NCS Obligations**

NCS shall:

- (a) Pay CCDS for services identified herein, consistent with the Fiscal Agreement set forth in paragraph 9 below.
- (b) Provide CCDS personnel with appropriate designated workspace for the delivery of services within NCS buildings as assigned.
- (c) Provide internet data connections in workspaces designated for CCDS personnel at the NCS site.
- (d) Be responsible for funding all regional program assessments and services through the El Dorado County Charter SELPA bill-back process.
- (e) Contracting with any and all nonpublic agencies, nonpublic schools, or other providers for assessments, services, and placements of students, as necessary.
- (f) Implement all general education accommodations, modifications, and services specified in students' IEPs.
- (g) Ensure the attendance of appropriate NCS personnel who are required to attend IEP meetings, including an NCS administrator or designee and general education teacher(s).
- (h) Store confidential files at the NCS site.
- (i) Provide all necessary low incidence materials and equipment in accordance with student's IEPs.
- (j) Provide psychologist with assessment results a minimum of 72 hours prior to a scheduled IEP meeting. The CCDS staff will communicate assessment results 24 hours prior to a scheduled IEP meeting.

## **6. Dispute Resolution**

In the event that either party disputes the meaning of the terms of this agreement, the parties shall attempt to resolve the dispute in good faith first through a joint meeting of their representatives. If an agreement cannot be reached through the joint meeting, then the parties agree to attempt to

resolve the dispute in a meeting with the El Dorado County Charter SELPA Director or their designee. If agreement cannot be reached with the assistance of the El Dorado County Charter SELPA, then any party may seek remedy in the appropriate court of law.

**7. Due Process and/or Litigation**

NCS assumes full responsibility for the provision of communication assessments and speech and language therapy services to NCS students. It shall be the financial and legal responsibility of NCS to handle any and all legal disputes and claims, including but not limited to, negotiating settlement agreements, mediations, due process hearings, compliance complaints and any and all other legal actions related to a student's educational program pursuant to this MOU. If CCDS is named as a party to a legal dispute, NCS will cooperate in dismissing, with prejudice, CCDS as a party. If NCS is unable to obtain dismissal of CCDS as a party to a dispute, NCS shall fully defend and indemnify CCDS in said proceedings in accordance with the Indemnification provision in paragraph 8 below. CCDS shall fully cooperate with NCS in any legal dispute, including making its employees and documents available.

**8. Indemnification**

NCS shall protect, defend, indemnify, forever hold harmless and assume the costs of defense, including attorneys' fees, of CCDS, its Board, officers, members, representatives, agents, guests, invitees, and/or employees, from and against any and all liabilities, claims, losses, judgments, damages, demands or expenses resulting from or related to the policies and procedures of the El Dorado County Charter SELPA, the requirements of the IDEA, California Education Code section 56000 and following sections, Title 5 of the California Code of Regulations section 3000 and following sections, the Americans with Disabilities Act, and/or Section 504 or any other causes of action, including but not limited to actions related to or arising from CCDS's obligations under this Agreement. NCS shall indemnify CCDS and its Board, officials, employees and agents against any remedies, including compensatory education, reimbursement, money damages, attorneys fees and/or costs that may be awarded or agreed to, for failure to provide appropriate and/or compliant special education and related services.

**9. Fiscal Agreement**

CCDS will bill NCS in advance for school psychology on a monthly basis, for 10 months, at the rate of:

- School Psychology:
  - a. 0.20 FTE or equivalent of 39 days based on the employee's position on the CCDS Certificated Management Salary Schedule and a contract of 195 working days. Any additional days of work required by NCS shall be requested in writing and approved by both NCS and CCDS administrators. NCS will be billed at the employee's daily rate, daily benefit costs plus a 2% fee based on the daily amounts.
  - b. Twenty percent (20%) of the benefit cost of the employee, including STRS, payroll fees and other fees associated with an employee.

- Mileage rate equal to the IRS Standard Mileage Rates, if applicable.
- Actual costs of translation services as needed and requested by NCS for any reports and assessments performed by CCDS staff.
- 2% Administrative Fee based upon the salary and benefit rates listed above.

NCS has thirty (30) days from the date of billing to issue payment to CCDS.

**10. Agreement / Term**

- (a) This MOU constitutes the entire understanding between parties and supersedes any prior or concurrent agreement, oral or written, between or among CCDS and/or NCS concerning its subject matter. Any modification to this MOU shall be effective only if in writing and signed by all parties. If any provision or any part of this MOU is for any reason held to be invalid or unenforceable or contrary to public policy, law, or statute, and/or ordinance, the remaining provisions of this MOU shall not be affected thereby and shall remain valid and fully enforceable.
- (b) The term of this Agreement and services shall commence on July 1, 2022 and continue through June 30, 2023.
- (c) CCDS will seek advisement and input from NCS in regards to periodic program evaluation and evaluating delivery of psychological services. NCS retains the ability to perform an independent evaluation of the School Psychologist services provided. CCDS retains the sole responsibility to perform staff evaluations of CCDS employees who implement services in accordance with this MOU; however, CCDS is invited to collaborate with NCS staff in this regard as needed.
- (d) This Agreement has been made and entered into the State of California and the laws of said State will govern the validity and interpretation of this Agreement.
- (e) The persons signing this MOU warrant that they are duly authorized to sign it on behalf of the persons and entities being bound.
- (f) This Agreement may be executed in counterparts, all of which, taken together, shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

**On Behalf of Nord Charter School**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
NCS Director

Date: \_\_\_\_\_ By: \_\_\_\_\_  
NCS Board Chairperson

**On Behalf of Chico Country Day School**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
CCDS Director of Student Support

Date: \_\_\_\_\_ By: \_\_\_\_\_  
CCDS Board Chair



# **Chico Country Day School**

## **Student-Family Handbook**

### **2022-2023**

Phone: (530) 895-2650

Fax (530) 895-2646

Office Hours: 8:00 AM- 4:00 PM

102 West 11th Street (Elementary)

1054 Broadway Street (Middle School)

Chico, CA 95928

[www.chicocountryday.org](http://www.chicocountryday.org)

## **Welcome to Chico Country Day School**

The mission of Chico Country Day School (CCDS) is to provide a safe, joyful community where all learners are inspired to achieve their personal best.

### **Handbook Use and Purpose**

This handbook is designed to help family members and students get acquainted with CCDS. It explains some of our philosophies, beliefs, structures, procedures, and policies. We hope that it will serve as a useful reference to you while your child is enrolled at CCDS. CCDS is a growing and changing organization and it reserves full discretion to add, modify, or delete parts of this Handbook, or the policies and procedures on which they may be based, at any time.

## Acknowledgement/Consent of the 2022-23 Student-Family Handbook

I understand and agree that I have read and will comply with the 2022-2023 CCDS Student-Family Handbook that is on the school website ([www.chicocountryday.org](http://www.chicocountryday.org)). If I am unable to access the handbook online, it is my responsibility to check out a copy in the main office and return once I have reviewed it. Because CCDS is a growing and changing organization, it reserves full discretion to add, modify, or delete parts of this Handbook, or the policies and procedures on which they may be based, at any time. Any changes in policy will be updated on the website and notification will be sent via CCDS Newsletter.

---

Parent/Guardian's Printed Name

---

Parent/Guardian's Signature

Date

---

Children's Names/Grades

**\*\* Please initial the following items and/or check the appropriate choice \*\***

### **Consent to Treat a Minor:**

I (We), the parent, parents, or legal guardian of said Chico Country Day Student, a minor, **DO** hereby authorize and consent to any X-ray examination, anesthetic, medical or surgical diagnosis and treatment and emergency hospital care which is deemed advisable by and is to be rendered under the general or special supervision of any member of the medical staff and emergency room staff licensed under the provisions of the medicine practice act and on the staff of any acute general hospital holding a current license to operate from the State of California Department of Public Health. It is understood that this authorization is given in advance of any specific diagnosis, treatment, or hospital care being required, but is given to provide authority and power to render care which the aforementioned physician in the exercise of his best judgment may deem advisable. It is understood that effort shall be made to contact the undersigned prior to rendering treatment to the patient, but that none of the above treatment will be withheld if the undersigned cannot be reached. This authorization is given pursuant to the provisions of Section 25.8 of Civil Code of California.

\_\_\_\_\_ I give permission to CCDS to provide personal identifying information for my child consisting of first name, last name, email address and username to web-based operators such as Google Apps for Education and any additional web-based educational programs and services

which CCDS may add during the upcoming academic year. **I understand that by denying permission, my student is unable to access technology at school.**

\_\_\_\_\_ I state that I have read and understand the Attendance Philosophy of CCDS (pg 16 of Family Handbook).

\_\_\_\_\_ **I DO** or \_\_\_\_\_ **I DO NOT** give consent for my child(ren) to be used in photos/videos on school websites, advertisements and social media. (pg 33 of Family Handbook)

\_\_\_\_\_ **I DO** or \_\_\_\_\_ **I DO NOT** give permission for my contact information to be released to requesters. **I understand that by denying permission, I will not be included in the school directory.**

## **Table of Contents**

<b>Welcome to Chico Country Day School</b>	<b>2</b>
<b>I. Acknowledgement/Consent Page</b>	<b>3-4</b>
<b>II. Overview of the Educational Program at CCDS</b>	<b>7</b>
Curriculum and Instruction	
Our Schoolwide Learner Outcomes	
Student Assessment	
<b>III. School Information and Procedures</b>	<b>10</b>
School Schedule	
Drop Off and Pick Up	
After School Program (ASP)	
<b>IV. Family and Community Involvement at CCDS</b>	<b>12</b>
Back-to-School Night	
Exhibition Night	
Volunteering	
Field Work	
Visiting the School	
Notifications of Rights Under FERPA	
First Day Policy	
Emergency Information Card	
Who can my child go home with?	
Leaving School During the Day	
Food and Nutrition	
Textbooks/School Materials	
Lost and Found	
Non-School Property	
Attendance	
Tardy Policy	
Independent Study	
Student Placement Policy	
Behavior at Chico Country Day School	
Life Skills	
Universal Expectations	

**Dress Code**  
**Homework**

<b>V. Internet Use at CCDS</b>	<b>29</b>
Internet Use at School	
Device Use and Student Expectations	
COPPA-Parental Consent	
<b>VI. Photo/Video/Website Release</b>	<b>33</b>
<b>VII. Student Health and Safety at CCDS</b>	<b>34</b>
Health Standards and Immunizations	
Mental Health	
Illness	
Health and Medical Conditions	
Medications at School	
Treatment of School Related Injuries	
Communicable Diseases	
Communicable Disease Policy	
Head Lice	
Returning to School after an Illness or Prolonged Absence	
Speech, Hearing and Eye Examinations	
<b>COVID-19 Addendum to Handbook</b>	<b>46</b>
<b>Appendix A: 2022-2023 Staff</b>	<b>51</b>
<b>Appendix B: Uniform Complaint Policy</b>	<b>53</b>
<b>Appendix C: Behavior Expectation Plan</b>	<b>66</b>

## II. Overview of the Educational Program at CCDS

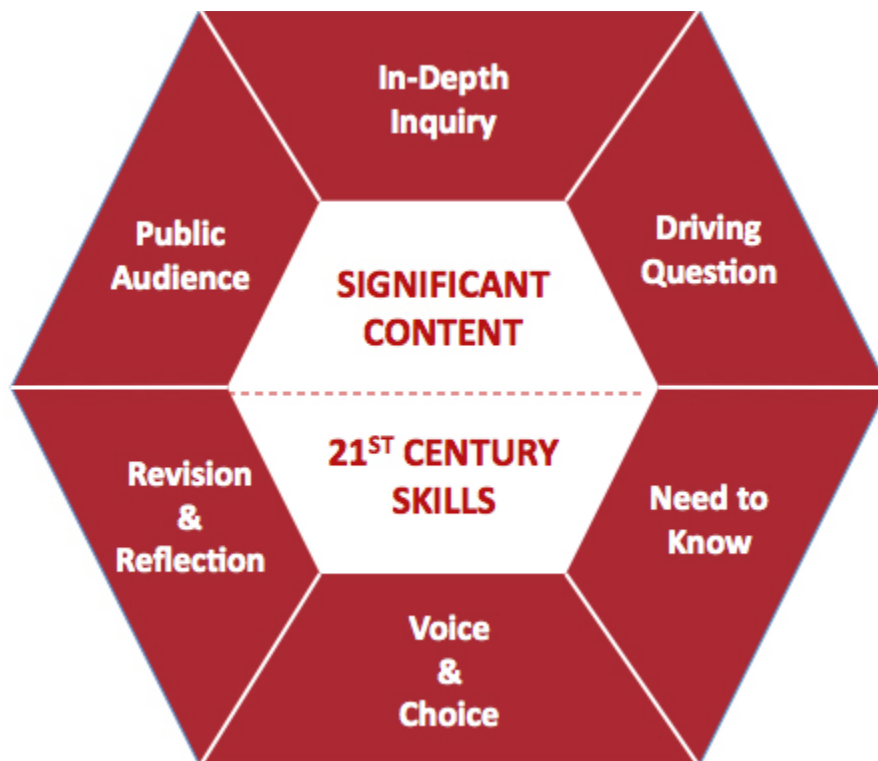
### Curriculum and Instruction

The first tenet of the mission of Chico Country Day School is to hold each child to clearly articulated, high expectations for academic achievement. We achieve this tenet by developing thoughtful projects that connect with students' interests, engaging in critique and feedback, and presenting beautifully crafted work to an authentic audience.

Our instructional strategies include project based learning as well as workshop models that allow for personalization of student learning. Relationships are at the core of what we do-an essential function of schooling is to foster the creation of deep and meaningful relationships.

Traditional core subjects: math, science, history, and English will be integrated into projects. Many projects will also include physical education, health, computer science, art, and music.

The graphic below represents the elements of a project-based academic environment.



## **Our Schoolwide Learner Outcomes**

1. Engaged students at CCDS strive for academic excellence and apply content knowledge and basic skills to authentic applications.
2. Connected students at CCDS build character and become responsible citizens by making conscientious choices locally and globally, authentically applying life skills and serving their community.
3. Innovative students at CCDS are skilled inquirers and creative problem solvers who work collaboratively, communicate effectively, and utilize technology to produce purposeful work.

## **Student Assessment**

What a child accomplishes as a result of study is tremendously important. Most assessments at CCDS will be performance-based: students develop projects, solve problems, write reflections of their findings, and often present them to a panel or during exhibition (usually composed of teachers, community members, and other students). Consequently, our students are given traditional exams and tests sparingly. One of these assessments is the state CAASPP assessment which is used to assess second through eighth grade students in Math and English Language Arts. The CAASPP state measures are also used to assess Science (for fifth and eighth grade students), and physical fitness (for fifth and seventh grade students). Another standardized assessment measure used at CCDS is Fastbridge, which is administered three times per year as a way to monitor student progress and is used to meet the AB 1505 requirement for charter authorization. At CCDS, the measure of accomplishment lies primarily in the student's ability to explain or demonstrate his/her learning from the beginning of the project to the end.. Teachers will monitor growth and progress through formative assessments throughout the year and adjust and support students as needed.

## **Feedback**

At CCDS, regular feedback for our students is important to ensure that children are aware of the progress they are making regarding their learning and understanding. Students will often present their work for critique and feedback by peers, teachers, and adults in the field of study. This cycle of drafting, critique, and revision supports students in seeing what is exhibition-worthy, beautifully crafted work. Families will also be a part of this feedback cycle as participants in exhibitions throughout the year. We utilize a narrative format for communicating progress in the Altitude Learning Platform; teachers emphasize the process of learning, collaborating, articulating and reflecting on learning experiences.

## **School Structures that Support Student Learning**

**Student Success Team and Response to Intervention:** CCDS employs a Student Success Team (SST) referral process and a Response to Intervention (RtI) model in order to assist students that may be struggling. Students may be referred to an SST if a teacher or parent feels the need to

develop an intervention plan for specific identified needs related to a student's behavior, attendance, social-emotional growth or academics. The purpose of the team is to develop and implement an action plan that supports the student while targeting specific needs. The RtI model supports students in the classroom with academic and behavior intervention strategies and programs.

**Special Education:** We use an inclusive model for our students with special needs. We believe the regular classroom is often the best environment for our special needs children to learn. Services are available for students who qualify and an Individualized Education Plan (IEP) is written to support those students in the least restrictive environment. CCDS operates its own special education department as an independent Local Education Agency (LEA) with the El Dorado County Charter Special Education Local Plan (SELPA).

**Intervention for Students At-Risk of Retention and AB 104:** Appropriate support and interventions are offered for students at risk of retention, including interventions for Reading and Mathematics. Students may be recommended for retention by classroom teachers based on standardized test scores, progress toward achieving grade level content standards, and teacher observations. In the event that a teacher recommends a student for retention, a Student Success Team meeting will be held to discuss the recommendation with parents/guardians.

On Thursday, July 1, 2021, Governor Newsom signed [Assembly Bill 104](#) into law. The bill contained three major provisions on retention, grading, and graduation policies. Below you will find more information about retention and how it may affect your student. In preparation for the 2021-22 school year, students will be eligible for a retention consultation if they received deficient grades for at least one-half of their coursework and their parents are interested in holding them back a grade level. Deficient grades include grades of D, F, or No Pass. This temporary retention policy is in addition to any existing district retention policies. Students who were in 12th grade in 2020-21 are not eligible.

Parents/guardians of eligible students must request the retention consultation in writing. Districts then have 30 calendar days to hold the consultation and 10 calendar days after that meeting to issue a final decision. If you would like to request a retention consultation for your "eligible pupil" (a pupil who has received deficient grades for at least one-half of the pupil's coursework in the academic year), please follow these steps:

Review the Frequently Asked Questions found on our websites: [www.chicocountryday.org](http://www.chicocountryday.org)

Email your request for retention, stating the full name of your student, to [admin@chicocountryday.org](mailto:admin@chicocountryday.org)

You will be contacted and a consultation meeting will be held within 30 calendar days after submitting your request.

## School Schedule

After hours use of school equipment is prohibited unless under the supervision of an authorized Chico Country Day School employee.

Starting at 7:45am, students may be dropped off at our W. 11th St or our Broadway entrance. All TK-8 students arriving before 8:25am will be on the elementary campus. At 8:25, middle school students will walk over to the middle school building.

It is important to note that we welcome families walking students to the entrance gate at drop off, or using our car drop off zones. However, parents may not proceed onto campus. We do encourage social distancing during drop off.

After-school pickup will be facilitated by school staff. This will allow for curbside pick up without parents entering campus.

The After School Program (ASP) provides a safe place for students to experience disguised learning & socializing opportunities during out of school time. The After School Program is offered every school day, beginning at 1:30 PM until 6:00 PM, or earlier for minimum days. You must fill out the appropriate contract, sign a handbook parent agreement page, pay the

month's tuition, in advance, if you want your child to participate in the after school program. ASP contracts and the Program handbook can be found online on the Chico Country Day School website.

Students who are staying for the After School Program (ASP) will be dismissed when a parent or guardian comes to pick them up. The After School Program will have a sign-in/out policy and proper identification must be shown at the time of pick-up. Anyone other than an authorized guardian must be listed on the emergency information card and must show ID.

For more information please contact Angela Cherry at [acherry@chicocountryday.org](mailto:acherry@chicocountryday.org) and visit our website.

## **IV. Family and Community Involvement at CCDS**

Parent participation is an important part of the school community. Families are encouraged to find ways to be involved. Each family is encouraged to participate in fundraising and special event committees, as these school-wide functions serve our entire community in deep and lasting ways.

### **Back-to-School Night**

Back-to-School Night is an annual event to invite families to join in on the school day and includes information on discipline at CCDS, academics at CCDS, how to help with homework in the classroom or at the school.

### **Exhibition of Learning**

Being a Project Based Learning school, students participate in two to three exhibitions of their project work per year. One exhibition will take place in the fall and one in the spring. All families should plan to attend, as this is one way students present their beautiful, meaningful work to an authentic audience.

### **Volunteering**

As we follow and track the ever changing guidelines from CSPH and BCPH, we will update our Volunteer Requirement as we can. We will use the following guideline and procedures unless otherwise updated:

**To Volunteer on campus, in the classroom, and work with students and under the direct supervision of a credentialed teacher, you will need:**

- Affidavit Confirming No Criminal Record
- COVID Vaccine Requirement - A booster is NOT required, but a complete vaccine dose is. There are no exceptions at this time. If you do not have the complete COVID Vaccine, you must show proof of a negative result from a PCR test taken within one week of volunteering. CCDS will be offering a testing option, one morning a week, on campus for your convenience.
- Proof of Negative TB test: - The results are good for 4 years
- Statement of Confidentiality - This form must be submitted annually.

**The following additional items are needed for off campus WALKING field trips and if you would like to chaperone a field trip, yet not drive students:**

- Notification of LiveScan Submission: CCDS Study Trip Procedures - This form must be submitted annually.

**This form is needed when there is a DRIVING FIELD TRIP and you would like to drive students in your car (you will need to upload your current Declaration Page from Ins. Company and CDL):**

- Volunteer Driver Form - This form must be submitted annually and CDL and Policy Information submitted anytime it expires.

All volunteers on campus must sign in and out of the office upon arrival and departure. There are no exceptions to the volunteer requirements for the safety of our students and staff.

## **Field Work**

At CCDS, we believe that teaching and learning extends beyond the four walls of the school. Field work is any planned journey for one or more students away from CCDS and is approved by the Director of Education. A Permission Form must be sought and obtained before any student leaves the school grounds on a trip. Parental permission shall include written consent from parents/guardians authorizing the supervisors to arrange for necessary medical treatment. Permission received by telephone is not permitted. If a student does not have a Permission Form signed by a parent/guardian, he/she will remain in a supervised area/classroom at CCDS until the class returns from the trip.

The teacher/sponsor(s) shall provide parents and guardians with information concerning the purpose and destination of the trip, transportation, eating arrangements, date and time of departure, estimated time of return, arrangements for supervision, cost to the student, safety precautions, and a detailed itinerary when the study trip will extend beyond the school day. If you are volunteering to drive on the study trip, you must abide by the following policy:

**Absolutely no diversions are permitted from the approved itinerary. No other children of chaperones or drivers are allowed on study trips. Drivers must abide by all traffic laws, follow the posted speed limits, and drive safely at all times. Drivers shall not use cell phones while driving. Parent drivers or chaperones who violate school policies on study trips may be forbidden to participate in subsequent school sponsored study Trips.**

Student safety shall be a primary consideration. School staff is responsible for being familiar with and conducting a safety assessment of the proposed site of the study trip and each trip will be properly monitored and supervised. Prior to participating in the study trip, teachers will review with students the conduct standards and emergency procedures that provide for their safety. Student behavior while on all study trips must comply with the code of conduct set forth by the teacher and all other rules, policies, and procedures of the school. Parents will be informed of rules and regulations and any consequences of infraction to the rules. The signed permission form will contain a statement of understanding and acceptance of rules by a parent and the student. Students are expected to travel to and from the study trip with the assigned staff and chaperones responsible for the trip. Students will not be permitted to leave the study

trip group during the trip. CCDS assumes no liability for students who are, for any reason, transported by parents or in private cars other than those responsible for the trip.

## **Visiting the School**

To ensure the safety of our on campus community, non-essential visitors will not be allowed on campus. We will continue to review this Policy as information evolves. We are committed to continuing to collaborate with families and are seeking ways to involve parent volunteerism in new ways that keep our CCDS community safe and most importantly keep our school open.

## **First Day Policy**

Often the first day of school can be stressful for both students and parents. We want to encourage the independence of each child, but at the same time want to value the needs of your child. We encourage you to do everything possible to help your child feel comfortable and safe in his or her new school environment. At the same time, we need you to recognize that sometimes the best thing for your child is for you to leave the school and allow the classroom teacher and other students in the inclusion process. Preparing students for success can mean role-playing drop off, building independence with routine tasks like opening snacks and putting on shoes, and reassuring students that you will be picking them up at the end of the day.

## **Emergency Information Card**

Emergency information is accessed through the parent portal. Every year, parents are required to log-in to their School Mint account to update to re-enroll their student(s). This includes updating emergency information and any medical updates the school should be aware of. Parents will complete data confirmation through the Student Information System (Aeries). If we did not receive your child's update information, you are required to contact the office to provide it. Please make sure your child's record is always updated with accurate information in the following areas:

- Home Address
- Home Telephone Number
- Work Phone Number
- Cell Phone Number (parent and student)
- Primary Email Address
- Primary Caregiver
- Doctor's Phone Number
- Names and phone numbers of people the school may contact in case of an emergency

## **Who can my child go home with?**

Your child will only be released into the custody of those people who you have been previously identified on the emergency information card. If anyone else needs to pick up your child, a **parent or guardian must send a handwritten note, call, or submit an e-mail to the main office**

**or ASP notifying the school.** Proof of identification will be required. The school reserves the right to call the parents to confirm anyone who comes to pick up a child.

## **Leaving School During the Day**

If you must pick up your child early for an appointment during the school day, please send a note or email sent from the parent/guardian to the classroom teacher and/or the office. The parent or authorized adult should come to the office, sign the child out, and wait for the child to be sent by the teacher. Excessive instances of being checked out early will be referred to the Dean of Students.

## **Food and Nutrition**

Breakfast and lunch will be free to all students.

In order for your children to learn as best they can each day, they require a nutritious, well-balanced diet. We have a school breakfast and lunch program available to students or they can bring their own lunch to school.

If you send snacks or lunch with your students, please do not include:

- Carbonated Soda
- Candy
- Gum – This is strictly prohibited on campus
- Items that need to be microwaved
- Caffeinated beverages

## **Textbooks/School Materials**

CCDS students are responsible for the proper use and care of all school equipment and property, including books and other instructional materials. Students who destroy school property in any manner will be responsible for replacing it. Any willful destruction of school property compromises the safety and security of the school community and violates CCDS school rules. Parents must replace damaged or lost books or other school property.

## **Lost and Found**

Any items found at school should be taken to the lost and found area, which is located near the main office. The middle school lost and found is currently located in the common area. Check for lost items in these locations. The lost and found will be cleaned out monthly. Items not claimed will be donated or discarded. **All items brought to school by students, including jackets, backpacks, lunch sacks, special water bottles, etc. should be clearly labeled with the student's name.**

## Non-School Property

Personal property not related to the school's programs are not to be brought to school. Cell phones, toys, cameras, or electronic games, etc. may be confiscated. Please see the Device Use policy for specifics of electronic device use in school. CCDS is not responsible for any lost or stolen items. Parents and students must read and acknowledge the COPPA Consent annually.

## Attendance

The project-based nature of the CCDS program makes daily attendance extremely important. Significant absences, repeated absences or tardiness could lead to academic and disciplinary consequences. Appointments and other activities should be scheduled during non-school hours whenever possible. Likewise, CCDS requests that families schedule vacations or special programs so as not to conflict with school.

All medical absences or tardies require appropriate documentation, i.e. note from home, a note from a doctor or medical facility, court documents, etc. If appropriate documentation or notification is not provided, the absence or tardy will be considered unexcused (see below).

### ***Excused Absences***

A student may be excused from school under these circumstances: (Education Code 48205)

- Illness
- Medical, dental, optometry or chiropractic appointment
- Quarantine
- Funeral of immediate family member, limited to 1 day in state, 3 days out of state
- Court appearance \*
- Any funeral attendance \*
- Religious holiday or ceremony \*
- Religious retreats, limited to 4 hours per semester \*

\* Must be requested in writing by parent/guardian and approved by Director of Student Affairs

<b>Student Absence:</b>	<b>Chronic Absence:</b>	<b>Truant:</b>
<ul style="list-style-type: none"><li>● Call/email office by 9 AM.</li><li>● If no reason is provided, the student is considered truant.</li><li>● Student absence must be called in within 3 days.</li></ul>	<ul style="list-style-type: none"><li>● Students that miss 10% of the days enrolled for any reason are considered Chronically Absent.</li><li>● For the rest of the school year, any absence must have</li></ul>	<ul style="list-style-type: none"><li>● Student is absent for more than 3 days without a valid excuse. (see valid excuses above)</li><li>● Student is tardy in excess of 30 minutes for more than 3 days.</li></ul>

	verification by a medical professional or assessment from our trained office staff to be considered "excused." <ul style="list-style-type: none"> <li>Letter and/or conference</li> </ul>	<ul style="list-style-type: none"> <li>Letter(s)/Attendance conference/ School Attendance Review Board</li> </ul>
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A juvenile is considered truant when, "absent from school without valid excuse more than three days, or tardy in excess of 30 minutes on each of more than three days in one school year" (Ed Code 48260).

## Tardy Policy

All students are expected to arrive at school on time. Students must be in their correct line at flag salute when the second bell rings on Mondays or in their classrooms Tuesday through Friday to be considered on time. A tardy student must report to the office for a tardy slip in order to be admitted to class. Younger students may need to be accompanied to the office by a parent. All excused tardies require appropriate documentation. Unexcused tardies have the following consequences:

Three (3): Communication from office staff.	Five (5): Elementary- 1st Letter home Middle School- Letter/Detention (each consecutive tardy results in a detention)	Eight (8): 2nd Letter home and administrative contact	Twelve (12): 3rd Letter home. The student and parent will be expected to attend a School Attendance Review Board Hearing. (SARB)
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## Independent Study

Independent Study is a program designed to help students stay current on class work while they are away from the classroom for three or more days. Even though a student participates in Independent Study, it cannot replace the value of the work and collaboration that takes place in the classroom. If a student must be absent, please fill out the Short Term Independent Study form (available online and in both offices) **AT LEAST FIVE SCHOOL DAYS IN ADVANCE OF A PLANNED ABSENCE**, and return to either office. You will be contacted to sign the Independent Study Contract at least one day before your departure. CCDS will also offer Independent Study for students who may need to quarantine and will be absent for in person instruction for more

than 15 days during the 21-22 school. Please visit our website to read the board approved Independent Study policy.

## **Student Placement Policy**

To best meet the needs of all students at CCDS, the CCDS Board of Directors, with Staff and Administrative support, has developed this Student Placement Policy that reflects our core values of respect, responsibility and compassion. This policy provides for a fair, equitable system of class placement that balances the social, emotional and academic needs of our students. This process acknowledges the teaching professional as a key source for making informed decisions regarding the placement of students. It is also recognized that parents are partners with the school in decisions regarding their students, and parents input is considered, but not guaranteed.

### ***Criteria***

In making decisions regarding the placement of students in grades where there is more than once class, the following criteria will be considered:

- Social relationships
- Academic standing
- Age
- Collaboration strengths
- Teaching team recommendations- former and current teachers
- Previous year's placement

### ***Process***

- Current future teachers will meet to discuss the placement criteria so that the distribution of students balances classes by number, gender, academic performance, social relationships and behavior issues. This is a thoughtful process that takes many pieces into consideration.
- Current year teachers will present their class list to school administrators

## **Formal Grievance/Compliant Procedures**

In the event of a dispute involving a family or student, and after a good faith effort with the person or people involved to thoroughly resolve the dispute, parents and/or students may submit their complaint following the Uniform Complaint Procedures Policy (Appendix B). If you need a hard copy, one will be provided.

## **Behavior at Chico Country Day School**

In order to ensure a quality learning environment, we feel each student is entitled to a safe and respectful school environment. CCDS has implemented a Positive Behavior Intervention Support Program which provides clear behavior expectations and Restorative Practices which promotes

positive behaviors focused on understanding conflict and how to repair harm. We believe that all our students can behave in a manner appropriate to school and that each student can be held accountable for their behavior. CCDS strives to build a community based on cooperation, trust and respect. The universal behavior norms are to be **safe, respectful and responsible**.

General rules for behavior and safety are:

1. Use equipment for the intended use.
2. Use appropriate language.
3. Follow staff directions.
4. Rough play is not allowed.
5. Treat others with respect.

Restorative practices provide students a chance to learn about consequences of their actions, develop empathy, and figure out ways to repair relationships that may have been damaged. The process also addresses the needs of those who have been harmed. During a restorative dialogue, students are asked:

1. To reflect on the conflict or problem (What happened? What were you feeling at the time?)
2. To identify their needs and interests (What do you need in order for this class to go well? How do you want things to change?)
3. To make a plan (What needs to happen to make things right? What is our plan for the future?)

Positive reinforcements may include:

1. Eagle Eyes are given to students who demonstrate our universal behaviors. Students may turn these in for special drawings.
2. Individual classroom incentives.

Discipline may include any one, a combination and/or all of the following depending on the circumstances, and at the school administration's sole discretion.

1. Verbal and/or written warning given to the student.
2. Loss of privilege. (Referral sent home)
3. Restorative conversations and/or task to address the behavior (i.e. pick-up trash, clean lunch tables)
4. Written commitment by student to improve his/her behavior and/or performance. (Think Sheet)
5. Detention (Referral sent home)
6. Parent /guardian notification (Referral sent home)

7. Conference with Dean, Director or other faculty (Referral sent home)
8. Suspension (See Behavior Expectation Plan Appendix C)
9. Expulsion (See Behavior Expectation Plan Appendix C)
10. Other forms of discipline that the school may determine appropriate

Any student who is in possession of any weapon will be recommended for expulsion from the school. (Education Code 48915).

Behavioral Expectation Plan will apply to students (EC 48900) while on school grounds, while going to and from school, during any school-sponsored activity, on field trips, and during any other school related event. Upon a student's third suspension in one year, the student will be referred to the Student Study Team. The Student Study Team, made up of the Director of Student Affairs, the student's teacher, the referring teacher (if applicable), and any outside consultants necessary (school psychologist, etc.), will meet to devise an intervention plan for the student.

## **Life Skills**

CCDS utilizes a set of beliefs and values – what we call our Life Skills – to help us define how we (students, teachers, community members) interact and work with one another. The following list of Life Skills is used for common language and education.

**Active Listening:** At CCDS we listen with the intention of understanding what the speaker intends to communicate.

**Collaboration** ~ To work with others to create something

**Cooperation** ~ To work together toward a common goal or purpose

**Courage** ~ To act according to one's beliefs despite fear of adverse consequences

**Curiosity** ~ A desire to investigate and seek understanding of one's world

**Empathy** ~ To understand and share feelings of another

**Friendship** ~ To make and keep a friend through mutual trust and caring

**Flexibility** ~ To be willing to alter plans when necessary

**Initiative** ~ To do something of one's own free will, because it needs to be done

**Integrity** ~ To do the right thing in a reliable way

**Kindness** ~ To be friendly, generous and considerate

**Mindfulness** ~ To be conscientious or aware of thoughts and feelings

**Optimism** ~ To look on the more favorable side of events

**Organization** ~ To plan, arrange, and implement in an orderly way; to keep things orderly and ready to use

**Patience** ~ To wait calmly for someone or something

**Perseverance/Grit** ~ To keep at it

**Personal Best:** At CCDS, we do our best given the circumstances and available resources.

**Pride** ~ To derive satisfaction from doing one's personal best

**Problem Solving** ~ To create solutions to difficult situations and everyday problems

**Resourcefulness** ~ To respond to challenges and opportunities in innovative and creative ways

## Universal Expectations

	Be Safe	Be Respectful	Be Responsible
All Classrooms and Common Areas	<ul style="list-style-type: none"><li>● Keep your hands, feet and objects to self.</li><li>● Walk to the right at all times.</li><li>● Use equipment and materials appropriately.</li></ul>	<ul style="list-style-type: none"><li>● Use appropriate language and voice level.</li><li>● Clean up after self.</li></ul>	<ul style="list-style-type: none"><li>● Take proper care of all school equipment.</li><li>● Leave toys or other personal belongings at home.</li></ul>
Arrival and Dismissal	<ul style="list-style-type: none"><li>● Arrive on time and put backpack in your designated area.</li><li>● At dismissal, stay in the designated pick up zones.</li></ul>	<ul style="list-style-type: none"><li>● Be an active listener.</li><li>● Hands and feet to self.</li></ul>	<ul style="list-style-type: none"><li>● Be in class or in line by the second bell.</li></ul>
Bathrooms	<ul style="list-style-type: none"><li>● Walk.</li><li>● Report unsafe conditions.</li></ul>	<ul style="list-style-type: none"><li>● Use appropriate language and voice level.</li><li>● Respect the privacy of others.</li></ul>	<ul style="list-style-type: none"><li>● Use the bathroom for its intended purpose.</li></ul>
Cafeteria/Lunch Area	<ul style="list-style-type: none"><li>● Keep your hands and feet to self.</li><li>● Eat only your food.</li><li>● Playground equipment is not permitted in eating areas.</li></ul>	<ul style="list-style-type: none"><li>● Use appropriate language and voice level.</li><li>● Listen and follow adult directions</li></ul>	<ul style="list-style-type: none"><li>● Remain seated until signal for dismissal.</li><li>● Clean up trash and belongings. Pack it in, pack it out!</li></ul>

<b>Gym</b>	<ul style="list-style-type: none"> <li>● Keep your hands and feet to self.</li> <li>● Use playground equipment how and where it is intended</li> </ul>	<ul style="list-style-type: none"> <li>● Use appropriate language and voice level.</li> <li>● Listen and follow adult directions.</li> </ul>	<ul style="list-style-type: none"> <li>● Return equipment.</li> </ul>
<b>Passing Periods</b>	<ul style="list-style-type: none"> <li>● Keep your hands, feet and objects to self.</li> <li>● Walk to the right at all times.</li> </ul>	<ul style="list-style-type: none"> <li>● Listen and follow directions the first time.</li> <li>● Help others.</li> </ul>	<ul style="list-style-type: none"> <li>● Stay with your group or class when traveling together.</li> <li>● Travel on pathways destination to destination.</li> </ul>
<b>Recess</b>	<ul style="list-style-type: none"> <li>● Keep your hands and feet to self.</li> <li>● Use playground equipment how and where it is intended</li> <li>● Stay in assigned areas.</li> </ul>	<ul style="list-style-type: none"> <li>● Be an active listener.</li> </ul>	<ul style="list-style-type: none"> <li>● Freeze at the bell and return to class.</li> <li>● Return equipment.</li> </ul>

## Dress Code

Objective: To promote a professional and respectful learning environment and readiness for the world of work.

1. Clothing must cover the body with no undergarments exposed.
  - a. No exposed midriff and/or cleavage.
  - b. No backless, strapless, tube tops and/or halter tops. Please note a bandeau is considered an undergarment.
  - c. Shorts must have a two-inch inseam/skirts must be longer than the student's thumb when arms are straightened.
2. Shoes or sandals must be worn at all times. All shoes must have backs on them; no backless flip-flops or slides. Slippers and heelys (shoes with wheels) are not acceptable. Closed-toed shoes must be in student's possession daily for required P.E, walking field trips, and some electives.
3. Any clothing or accessories that display or promote the use of alcohol, tobacco, drugs, racial or ethnic slurs, gang affiliation or identity, violence, sexually suggestive or profane content are not allowed.

If a student comes to school in clothing that does not adhere to the above dress code, parents will be contacted and asked to either take your child home or bring a change of clothes for him/her. The student will be provided with appropriate clothing until the parent arrives.

## Homework

At CCDS, students are engaged with meaningful and purposeful work while they are at school. Projects are intended to be completed primarily at school where students are able to receive critique, feedback, and collaborate with classmates. Students are completing in-depth projects that have them stretch their understanding of real-world problems, collaborate in groups, and carry out challenging tasks in order to exhibit beautiful work to an authentic audience. Because of the depth of this inquiry, students will often discover interests they would like to learn more about outside of school. “Homework” can take many forms, and these extension inquiries from class are a great way to encourage your students’ learning.

In addition, it is important for students to read on a daily basis. This can be a read aloud book together, a family book club, or independent reading. Twenty to thirty minutes per night of reading is expected throughout the grade levels. Individual teachers may give additional guidance on this piece.

### **AFFIDAVIT AFFIRMING NO CRIMINAL RECORD**

All volunteers at CCDS, will be asked to certify that they have not been charged with, or convicted of, a violent or serious felony as defined in California Education Code 45122.1 For the purpose of this code section, a violent felony is any of those listed in subsection C of Penal Code Section 667.5 and a serious felony is any felony listed in subdivision C of Penal Code Section 1192.7. By signing the Acknowledgment/Consent Page, you are declaring, under penalty of perjury, that the foregoing is true and correct.

*Confirmation via School Mint Volunteer Packet*

### **STATEMENT OF CONFIDENTIALITY FOR CCDS VOLUNTEERS**

All volunteers for Chico Country Day School share the responsibility of maintaining the confidentiality of any student or employee information that they may have made available to them. It is understood that it is every volunteer's responsibility to assure rights and confidentiality of information both written and verbal.

Volunteers will work with the highest standards, committed to the idea that their work will benefit Chico Country Day School students. Volunteers promise to have an attitude of open-mindedness and a willingness to be trained.

Volunteers must note that, in the performance of their duties, they are not to discuss academic or other confidential information regarding students or employees with anyone, including the parents of any students. Any breach of confidentiality will be carefully reviewed and if substantiated, could result in termination as a volunteer with the Chico Country Day School and may result in legal action.

*Confirmation via School Mint Volunteer Packet*

### **NOTIFICATION OF RIGHTS UNDER FERPA FOR ELEMENTARY AND SECONDARY SCHOOL**

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day Chico Country Day Charter School (CCDS) receives a request for access.

Parents or eligible students who wish to inspect their child's or their education records should submit to the school Director of Education a written request that identifies the records they

wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask CCDS to amend their child's or their education record should write the school's Director of Education, clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest must be set forth in the school's or school district's annual notification for FERPA rights. A school official typically includes a person employed by the school or school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer, contractor, or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the school discloses education records without consent to officials of another school or school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the [School] to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in § 99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, § 99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in § 99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(3) are met. (§ 99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of § 99.34. (§ 99.31(a)(2))
- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency (SEA) in the parent or eligible student's State. Disclosures under this provision may be made, subject to the requirements of § 99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf, if applicable requirements are met. (§§ 99.31(a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary for such purposes as to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§ 99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and

the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to § 99.38. (§ 99.31(a)(5))

- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction, if applicable requirements are met. (§ 99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§ 99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§ 99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena if applicable requirements are met. (§ 99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to § 99.36. (§ 99.31(a)(10))
- Information the school has designated as "directory information" if applicable requirements under § 99.37 are met. (§ 99.31(a)(11))
- To an agency caseworker or other representative of a State or local child welfare agency or tribal organization who is authorized to access a student's case plan when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student in foster care placement. (20 U.S.C. § 1232g(b)(1)(L))
- To the Secretary of Agriculture or authorized representatives of the Food and Nutrition Service for purposes of conducting program monitoring, evaluations, and performance measurements of programs authorized under the Richard B. Russell National School Lunch Act or the Child Nutrition Act of 1966, under certain conditions. (20 U.S.C. § 1232g(b)(1)(K))

**FEDERAL EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA) DIRECTORY INFORMATION POLICY  
AND "OPT-OUT" NOTICE**

"Directory information," which is defined as set forth above, may be released to requestors in limited circumstances by Chico Country Day Charter School (CCDS), without additional notice to you, unless you timely "opt out" of such disclosures in writing.

State and federal law allow directory information to be disclosed to any requestors, except those who intend to use the information for commercial purposes. However, CCDS policy is to not release directory information to any requestor, for any purpose, without specific prior parent/guardian consent in each situation, EXCEPT we will release such information to

requestors that engage in public advocacy, lobbying, or information dissemination related to California charter schools.

If you do not want CCDS to disclose your contact and other directory information from your child's records to such persons or entities without your prior written consent, you must notify us in writing by September 1 of each school year.

CCDS has designated the following information as directory information:

- Parents'/guardians' names
- Address
- Electronic mail address
- Phone number
- Dates of attendance
- Participation in officially recognized activities and sports
- Degrees, honors and awards received

## V. Internet Use at CCDS

### Internet Use at School

The internet is a place for the exchange of ideas and information. Accordingly, the internet is an excellent educational tool that allows students to access a wide variety of information to supplement academic study and research. CCDS provides students with internet access to further their education and research. However, the access the internet provides to computers and people across the world also provides access to materials that do not have educational value in a school setting. As such, students may encounter information and ideas they may consider obscene, controversial, abusive, or otherwise offensive. CCDS believes that the value of the educational information available on the internet far outweighs the risk that students may access information that is not consistent with educational goals and purposes.

CCDS has created and adopted the CCDS Student Device Use Policy and Agreement (“Policy”) to ensure that student access to and use of the internet is consistent with the school’s educational goals. CCDS Policy sets forth student responsibilities and duties when accessing and using the internet through school equipment and resource network maintained. CCDS has deemed certain uses of the internet inappropriate for an educational setting and therefore not appropriate for use with school equipment and networks. CCDS stresses that an inappropriate use does not always mean that the use is in itself “bad” or illegal, but only that the use does not further the school’s educational goals. Students are reminded that their use of CCDS equipment and networks reflect upon the school, and students should guide their activities accordingly.

### Device Use and Student Expectations

**1. Use Limited to an Educational Purpose.** The student acknowledges that access to the internet via CCDS equipment and resource networks is intended to serve and pursue educational goals and purposes. Student use of the internet is therefore limited to only those activities that further or enhance the delivery of education. The student recognizes that he or she has a duty to use CCDS equipment and resource networks only in a manner specified in CCDS Policy.

**a. Educational Purpose:** “Educational purpose” means classroom activities, research in academic subjects, research in matters of civic importance or that further citizenship in a democratic society, CCDS approved personal research activities, or other purposes as defined by CCDS from time to time.

**b. Inappropriate Use:** An “inappropriate use” is one that is inconsistent with an educational purpose or that is in clear violation of CCDS Policy.

**2. Plagiarism.** Researching information and incorporating that information into a student’s work is an acceptable educational use, but students have an obligation to credit and acknowledge the source of information. Accordingly, the student acknowledges that plagiarism is inappropriate and unacceptable. Plagiarism means the copying of a phrase, a sentence, or a longer passage

from a source written by someone else and claiming the written work as the student's original work. Student agrees that when quoting from information obtained on the internet, he or she will acknowledge the source through quotation or any academically accepted form of notation.

**3. Copyright.** Student agrees that he or she will not use CCDS equipment or resource networks to download or print text, music, or pictures for the purpose of selling or giving the files to others unless specifically authorized by CCDS. Staff will continually teach students how to search for freely available resources and discuss the differences between copyrighted material and those materials that are free to access and share.

**4. Communication.** Student agrees that he or she will use CCDS equipment or resource networks or CCDS email accounts in the following manner:

- a. Student will not post on newsgroups or other message posting systems any communication containing profanity, racially disparaging remarks, or lewd and/or obscene language.
- b. Student will not at any time use speech that is not appropriate for an educational setting. Examples of speech that is not appropriate for an educational setting includes, but is not limited to, inflammatory language, profanity, personal attacks, harassment, threats to do personal harm or other criminal activity, and language that is intended to be racially derogatory.
- c. Student will not make threats against others.
- d. Student will not reveal personal information about others.
- e. Student will not use email to send chain letters or "spam" email to a list of people or to an individual.
- f. Student will not place illegal information on the internet, nor will student use the internet in any way that violates federal, state, or local law.
- g. All communications will be polite and respectful of others.
- h. Student will not give out to any other internet user or post on the internet CCDS' or her own name, address or telephone number unless expressly authorized by CCDS in writing.
- i. Student will not obtain or use school/staff member passwords, log-ins, or in any other manner obtain/use access to school computers, networks or systems.

**5. Illegal and Dangerous Activities.** Student shall not use the internet to perform any illegal act or to help others perform illegal acts. Illegal acts include, but are not limited to, any activities in violation of local, state, and federal law. Student shall not access information designed to further criminal or dangerous activities. Such information includes, but is not limited to, information that if acted upon could cause damage, present a danger, or cause disruption to CCDS, other students, or the community.

**6. Obscene Materials.** Students shall not use the internet to access obscene materials or images. Obscene materials include, but are not limited to, materials that offend generally accepted social standards. CCDS includes the access of or retrieval of any sexually explicit materials. Students are to exercise their best judgment when encountering sexually explicit or obscene materials. As a general rule, if the material could not be openly displayed in a classroom setting without violating generally accepted social standards, the material is obscene for purposes of CCDS Policy and must not be accessed. Student further agrees that he or she will not access any Internet site which requires the Student to state that he or she is eighteen years of age or older as a condition of accessing the site.

**7. Privacy.** Student acknowledges that computer equipment, internet access networks, and email accounts are owned by CCDS and provided to students for educational purposes. CCDS reserves the right to access stored computer records to assure compliance with CCDS Policy. Student is aware that communication over CCDS owned networks is not private and acknowledges that email and records of Internet activities will be accessed under, but not limited to, the following circumstances:

- a. Routine system maintenance.
- b. General inspection or monitoring, with or without notice to Student, if there is suspicion of widespread inappropriate use.
- c. Specific review of individual files or monitoring of individual activity, with or without notice to Student, if there is suspicion that Student is engaging in inappropriate use.

**8. Commercial Activities.** Student agrees that student will not use the Internet to buy or sell, or attempt to buy or sell, any service or product unless authorized by CCDS in writing.

**9. Information About Others.** Student agrees that he or she will not make any statement or post any communication on the Internet, or on the school network, about another person that he or she knows or suspects to be untrue.

**10. Cell Phones on Campus.** Cell phones and any cellular device ( smart watches, tablets, personal wifi devices, etc.) are not allowed on the elementary campus. Devices may be used on the middle school campus with adult permission only. Consequences for cell phone or any cellular device use without permission:

**1st offense: Turn in phone for the rest of the day.**

**2nd offense: Phone is turned in at the office or left at home for the following day.**

**3rd offense: Phone is turned in at the office for a week or left at home. Parent is contacted.**

**4th offense: Phone privilege is removed.**

**11. Violation of Policy.** The Student acknowledges that violation of CCDS Policy can result in a loss of all Internet access, email, and computer privileges. If a student violates CCDS Policy, or in

any other way uses school equipment in a manner that is not consistent with educational use, the Student will be promptly notified that he or she has violated the Policy. The Student will be given the opportunity to explain why CCDS should deem the activity in question a use consistent with the educational purposes stated in CCDS Policy. If CCDS deems that the use is inconsistent with the educational purposes stated in CCDS Policy, CCDS may terminate the Student's Internet and/or computer privileges. However, because one of the educational purposes in providing technology access is to teach students to use the internet appropriately, CCDS reserves the right to fashion penalties to specific concerns or specific violations, and Student acknowledges that he or she may receive penalties less than full termination of internet or email or computer privileges. Such penalties may include, but are not limited to, restricted access to technology at school.

Student also acknowledges CCDS will contact the proper legal authorities if CCDS concludes or suspects that the Student's Internet activity is a violation of any law or otherwise constitutes an illegal activity.

### **COPPA Form- Parental Consent**

In order for Chico Country Day School to continue to be able to provide your student with the most effective web-based tools and applications for learning, we need to abide by federal regulations that require parental consent.

Chico Country Day School utilizes several computer software applications and web-based services, operated not by CCDS, but by third parties. These include Google Apps for Education, Lexia and similar educational programs.

In order for our students to use these programs and services, certain personal identifying information, generally the student's name and email address must be provided to the web site operator. Under federal law, these websites must provide parental notification and obtain parental consent before collecting personal information from children under the age of 13.

The law permits schools such as Chico Country Day School to consent to the collection of personal information on behalf of all of its students, thereby eliminating the need for individual parental consent given directly to the website operator.

This form will constitute consent for Chico Country Day School to provide personal identifying information for your child consisting of first name, last name, email address and username to web-operators such as Google Apps for Education and any additional web-based educational programs and services which CCDS may add during the upcoming academic year. Please be advised that without receipt of this signed form, Chico Country Day School will be unable to provide your student with the resources, teaching and curriculum offered by our technology programs.

(Confirmation via the Aeries Parent Portal or the Acknowledgment/Consent Page)

## VI. Photo/Video/ Website Release

From time to time, a photo or video of your child might be considered for publication/display in a Chico Country Day School newsletter, public advertisement, social media and/or school web page. Please note: **No full names will ever be used in conjunction with any photo.** You will need to check the appropriate box on the Acknowledgment/Consent Page.

Parents are reminded that posting personal photos, videos and information about students other than their own children on the internet is a violation of privacy rights. CCDS does not authorize the posting of individual or small group photos /videos of CCDS students by parents (other than one's own children) engaged in school sponsored events or activities on any social network site such as Facebook or Twitter.

(Confirmation via the Aeries Parent Portal or the Acknowledgment/Consent Page)

## VII. Student Health and Safety at CCDS

### Health Standards and Immunizations

CCDS strictly follows and abides by the health standards set forth by the state of California. Listed below are requirements for students to matriculate into CCDS. All students must submit:

- Proof of birth (copy of birth certificate, passport, state-issued ID)
- Report of Health Examination for School Entry
- Registration Health Record
- Emergency Information Card
- Oral Health Assessment Form

Kindergarten students must submit an immunization record. The record must be complete and include the date your child was given each required shot and be stamped or signed by the doctor or clinic. **If you do not have an Immunization Record or your child has not received all required shots, call your doctor or local health department right away to make an appointment.**

### Tk and K and 7th grade Immunization Table

\* [California Immunization Requirements for K-12](#)

GRADE	NUMBER OF DOSES REQUIRED OF EACH IMMUNIZATION <sup>1, 2, 3</sup>				
<b>K-12 Admission</b>	<b>4 Polio<sup>4</sup></b>	<b>5 DTaP<sup>5</sup></b>	<b>3 Hep B<sup>6</sup></b>	<b>2 MMR<sup>7</sup></b>	<b>2 Varicella</b>
<b>(7th-12th)<sup>8</sup></b>	<b>K-12 doses</b>	<b>+ 1 Tdap</b>			
<b>7th Grade Advancement<sup>9,10</sup></b>		<b>1 Tdap<sup>8</sup></b>			<b>2 Varicella<sup>10</sup></b>

1. Requirements for K-12 admission also apply to transfer pupils.
2. Combination vaccines (e.g., MMRV) meet the requirements for individual component vaccines. Doses of DTP count towards the DTaP requirement.
3. Any vaccine administered four or fewer days prior to the minimum required age is valid.
4. Three doses of polio vaccine meet the requirement if one dose was given on or after the 4th birthday.
5. Four doses of DTaP meet the requirement if at least one dose was given on or after the 4th birthday. Three doses meet the requirement if at least one dose of Tdap, DTaP, or DTP vaccine was given on or after the 7th birthday (also meets the 7th-12th grade Tdap requirement. See fn. 8.)

6. One or two doses of Td vaccine given on or after the 7th birthday count towards the K-12 requirement.
6. For 7th grade admission, refer to Health and Safety Code section 120335, subdivision (c).
7. Two doses of measles, two doses of mumps, and one dose of rubella vaccine meet the requirement, separately or combined. Only doses administered on or after the 1st birthday meet the requirement.
8. For 7th-12th graders, at least one dose of pertussis-containing vaccine is required on or after the 7th birthday.
9. For children in ungraded schools, pupils 12 years and older are subject to the 7th grade advancement requirements.
10. The varicella requirement for seventh grade advancement expires after June 30, 2025.

DTaP/Tdap = diphtheria toxoid, tetanus toxoid, and acellular pertussis vaccine

Hep B = hepatitis B vaccine

MMR = measles, mumps, and rubella vaccine

Varicella = chickenpox vaccine

## **Mental Health Services and Social Emotional Learning**

CCDS is committed to developing the whole student, and now more than ever this commitment is needed. We recognize the impacts of isolation that have come from our region's response to COVID-19 and will work hard to build safe and supportive community classrooms that engage in social-emotional development daily. We will continue to hold morning meetings, utilize a responsive classroom, and focus on our SEL aligned core values.

Our CCDS Student Support Services team will be working to ensure that our students and staff have the support needed to return to school in the fall. We are available to work with families to design appropriate responses to the needs of each child.

## **Counseling and Support Resources**

Chico Country Day School believes in supporting the whole student and in compliance with Education Code 49428 and AB-2022 is providing notification of services in our community. At CCDS, any pupil or parent/guardian of a pupil may refer a student for potential school based mental health counseling services by contacting the Director of Student Support Services at (530)895-2650. The school can also provide information about other options to access mental health services within the community. To access mental health services within the community, please contact the Butte County Department of Behavioral Health (530) 508-9133, or one of the mental health resources listed below:

National Suicide Prevention Lifeline - The lifeline provides 24/7, free and confidential support for people in distress, prevention, and crisis resources for you and your loved ones. Phone Number: 1-800-273-8255 or CHAT by visiting this link:

<https://suicidepreventionlifeline.org/chat/>

24/7 Butte County Crisis Line: 530-891-2810

24/7 Butte County Behavioral Health Crisis Lines: 1-800-334-6622 or 530-891-2810

24/7 Homeless Emergency Action Response Team (HEART): 1-877-4-RUN-AWAY or 1-877-4-786-2929

24/7 Disaster Distress Helpline: 1-800-985-5990 or TEXT TalkWithUs to 66746

## **Illness**

If your child becomes ill, please call and inform the office. For your own child's protection and the protection of others, please do not send your sick child to school. If your child complains of feeling sick at school, depending on the severity, you may be contacted to pick him or her up from school.

## **Health and Medical Conditions**

The school office and administrators must be notified if a student with a medical or health condition requires accommodations at school in order to participate in the educational program. Students with diabetes, severe asthma, or severe allergies should have an accommodation plan at the school.

## **Medications at School**

Students may not carry or use medication at school without written consent. A student who needs to take medication during school hours must have an authorization on file at the school, signed by the prescribing physician and parent or guardian. Self-administration of medication may be permissible by special arrangement with a school administrator. If a child is taking medication, it is in his/her best interest to arrange a schedule so that the parent or guardian can administer the medication at home.

## **Treatment of School Related Injuries**

It is the policy of the school to treat minor injuries (scrapes, cuts, bruises, etc.) with basic first aid. Parents will be notified of minor injuries at the discretion of the school. When confronted with a more serious illness or injury, school staff will contact parents, and if necessary, will call 911.

## **Communicable Disease Policy**

**Purpose:** The purpose of the policy is to outline provisions that maximize protection against communicable diseases in the school setting.

### **Reporting**

Reportable diseases, as defined by the state health department and designated on the communicable disease chart in the school clinic, will be reported to the local health department. These diseases include chickenpox, measles, pertussis, meningitis, hepatitis A, shigella, salmonella, mumps, T.B., E. coli, COVID-19, and hepatitis B.

### **Exclusion From School For Health Reasons**

The guidelines below have been developed for the exclusion of students who have communicable or contagious diseases. These regulations are in compliance with the requirements of the local health department.

- A student with any of the following symptoms will be excluded from school until such time as the student is free of symptoms, has been satisfactorily treated, or submits a signed physician's statement that he/she is no longer contagious.

- A temperature of 100 degrees or more. Student must be fever free for 24 hours, without medication, before re-entry.
  - A deep, barking, unusually persistent cough/fits of coughing, or productive cough of colored mucus.
  - An undetermined rash, blisters, or scaly patches over any part of the body.
  - Nausea, vomiting, or diarrhea. A student must be symptom free for 24 hours without medication before re-entry.
  - Red, draining eyes.
  - Sore throat with fever.
  - Intense itching with signs and symptoms of secondary infection.
  - Open, draining lesions.
  - Jaundice-a yellowish tint to eyes or skin for unknown reasons.
  - Pain and/or swelling at angle of jaw.
  - An unusual behavior change such as irritability, lethargy, or listlessness.
- The school will segregate the ill child from well children at the school until he/she can go home to limit the spread of disease.
  - Parents of children possibly exposed to infectious diseases, as well as staff, will be informed.
  - The school will adhere to the exclusion and readmission recommendations.
  - The staff will watch for signs and symptoms of communicable diseases in classrooms where one is identified.

### **Communicable Disease Transmission Routes**

- Airborne
- Respiratory droplets from an infected person spread by sneezing, coughing and speaking.
- Direct skin contact with wounds or discharges from an infected person.
- Fecal-oral route when effective hand washing is not done after toileting and there is contamination of hands, food, drink, or of objects put in mouth.
- Indirect contact when microorganisms linger on objects such as door knobs, faucet handles, desk tops, phones, handrails, and computer keypads.

### **Common Infectious Diseases**

- Flu and COVID-19: Flu season is typically from October through March. Preparation is the key. Management is a team effort between staff, parents, students, and health care professionals.

- COVID-19 is not widely understood yet, but with the ongoing pandemic we are doing our best to keep up with the flow of information from CDC, CDPH, and BCPH. We will be following the recommendations from BCPH with regard to PPE (masks, shields, etc.).

- COVID SCREENING TOOL

→ Have you been in contact with someone known to have coronavirus (COVID-19)? **Seek guidance from public health regarding self quarantine.**

→ Have you been told by a public health official that you may have been exposed to coronavirus (COVID-19)? **Follow guidance given by public health.**

Watch for symptoms

People with COVID-19 have had a wide range of symptoms reported – ranging from mild symptoms to severe illness. Symptoms may appear 2-14 days after exposure to the virus. People with these symptoms may have COVID-19 and should NOT attend school or any social gatherings:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

\*This list does not include all possible symptoms. CDC will continue to update this list as we learn more about COVID-19.\*

- **If students or staff exhibit COVID-19 symptoms, they must be separated and sent home, and recommended to test. Students exhibiting symptoms MUST be picked up immediately from the school.** CCDS will follow Butte County Public Health Guidance for Schools Regarding COVID-19 Exposure found in or COVID-19 addendum under Health and Safety.

- COVID-19 (and other viral illness) Transmission Reduction is EVERYONE'S Responsibility
  - CCDS helps by:
    - Teaching/encouraging proper hand washing technique.
    - Teaching effective coughing and sneeze technique such as coughing in sleeve or Kleenex.
    - Posting signs around campus as a visual reminder.
    - Encouraging staff and students to remain home when ill.
    - Keeping in contact with BCPH to determine if there is any exposure at the school. CCDS will work with BCPH as needed for contact tracing.
  - Parents help by:
    - Having family vaccinated against the flu if recommended by their doctor.
    - Encouraging proper hand, sneeze, and cough techniques at home.
    - Consulting health care provider when flu-like or COVID-19 illness symptoms begin. Flu like symptoms include: fever, cough, sore throat, body aches, fatigue, and nasal congestion. COVID-19 symptoms are listed above.
    - Keeping your child home when ill.
    - Encouraging your child to wear a mask, as required per BCPH guidelines.
  - Students help by:
    - Washing hands with soap and water before and after eating, after sneezing or coughing in hands, after using restroom, after playing outdoors, and any other time their hands are dirty.
    - Using tissues for sneezing and coughing or sleeve.
    - Keeping 6 feet of distance between you and other students, no physical contact.
    - Not sharing food or drink.
    - Wearing a mask when required per BCPH guidelines.

- Noroviruses
  - Most common cause of epidemic gastroenteritis and is extremely contagious. Characterized by an acute onset of non-bloody diarrhea, nausea, vomiting, and abdominal cramps. There may also be a low grade fever and body aches.
  - Transmission: Person to person might occur through the fecal-oral route, by ingestion of aerosolized vomitus or by indirect exposure via environmental surfaces. All food service workers will wear gloves when serving food.
  
- MRSA (Methicillin-resistant staphylococcus aureus)
  - Staph is a bacterium commonly found on skin or in the nose of healthy people. MRSA is a type of staph bacteria that is resistant to certain antibiotics that may cause skin and other infections. Community associated MRSA cases are usually manifested as skin infections such as pimples, boils, and abscesses. People might describe an initial lesion as a “spider bite.” The involved area is swollen, red, and painful and pus may be present. MRSA is usually spread through direct skin-to-skin contact between an infected person and another individual, often on contaminated hands or by contact with surfaces that have come into contact with someone else’s infection.
  - Factors related to transmitting staph from one person to another include:
    - Poor hygiene, especially the lack of hand washing.
    - Close physical contact and crowded conditions.
    - Sharing personal products (towels, razors).
    - Puncturing boils with fingernails or tweezers
    - Activities that result in burns, cuts, or abrasions or require sharing Equipment.
  - Exclusion of students with MRSA infections from school and extracurricular Activities:
    - Implemented if directed by an M.D.
    - Reserved for those with wound drainage (pus) that cannot be covered and contained with a clean, dry bandage and for those who cannot maintain good personal hygiene.
  - Advice for teachers:
    - If a student is observed with an open, draining wound, they are to be referred to the school nurse.
    - Enforce hand washing with soap and water before /after eating, after using the restroom, and playing outside.

- Meningitis:
  - Meningitis is an inflammation of the covering of the brain and spinal cord. It can be caused by viruses, parasites, fungi, or bacteria. Most people with viral meningitis fully recover. Parasitic and fungal meningitis are rare. Bacterial meningitis is very serious.
  - Symptoms: can progress rapidly in a matter of hours.
    - Severe headache, high fever
    - Vomiting
    - Sensitivity to bright lights
    - Neck stiffness, joint pains
    - Drowsiness or confusion
    - Possible tiny red-purple spots or bruises caused by bleeding under the Skin.
  - In some cases of bacterial meningitis, the illness can be fatal or may result in permanent disability such as deafness, blindness, amputations, or brain damage.
  - Transmission: It is transmitted when people exchange saliva (such as kissing, sharing drinks or utensils). The highest risk group for the most serious form, meningococcal meningitis, is children 2-18 years.
- Pertussis
  - Pertussis is also known as whooping cough. It is a highly contagious bacterial infection. The bacterium is sprayed into the air when an infected person sneezes, coughs, or talks.
  - Symptoms:
    - Runny nose.
    - Sneezing that progresses to cough, followed 1-2 weeks later by spasms of coughing characterized by a series of short convulsive-like coughs, followed by a high pitched gasp of air called a whoop, and might be followed by vomiting.
    - Fever can be minimal or absent.
    - Symptoms wane gradually over weeks to months.
  - Duration of classic pertussis is 6-10 weeks in children.
- Lice
  - Scientific evidence supports that exclusion from school for nits alone is not indicated.
  - When it is determined live lice are present:
    - The parent will be contacted for treatment to begin.

- After treatment has begun and no live lice are present, the student should  
be checked by the nurse or designated staff member prior to re-entry.
- The school nurse and staff will remind parents to check their child's hair periodically,  
especially after overnight visits with other children. Parents should educate their child to avoid the spread of lice by head-to-head contact, sharing of hats, combs, brushes, pillows, etc.

\*\*\*Please review the Head Lice Policy on page 37 and the CCDS website\*\*\*

### **Prevention Strategies For Communicable Diseases**

- The school environment:
  - Cleaning and disinfecting surfaces to reduce the risk of spreading infection.
  - If surfaces or objects are soiled with body fluids or blood, gloves and other standard precautions are to be used to avoid coming in contact with fluid. Remove spill, then the surface is to be cleaned and disinfected.
  - Custodians are called for episodes of vomiting, large amounts of blood, feces, or urine that contaminate the floor, carpet, or restroom to be cleaned by an approved disinfectant.
    - Material soiled with vomit, blood, feces or other body fluid will be double bagged to throw away. Extra attention to periodic vigilant cleaning will be utilized in common areas such as desks, tables, drinking fountains and in high touch areas, such as computer keyboards, doorknobs and handles, and telephones.
      - Kleenex and protective equipment such as gloves will be kept available.
  - Staff will be reminded about infection control and blood borne infection control procedures annually.
- Universal Precautions: a set of guidelines that assume all blood and certain other bodily potentially infectious. Universal precautions are to be followed when providing care to any individual whether or not the person is known to be infectious. These include:
  - Hand washing: Hand washing is one of the best tools for controlling the spread of infections. Hands are to be washed thoroughly with running water and soap for at least 15-20 seconds with scrubbing between fingers, under fingernails and around the tops and palms of hands. Hand washing should be done before and after eating, after using the restroom, after playing outside or sports, and after field trips to farms or places with animals. A shower is recommended for those

- students involved in contact sports as soon as possible
- Personal protective equipment.
  - Gloves are to be used when in contact with blood or body fluids.
  - Protective eyewear or masks should be worn in situations where it is possible body fluids could come in contact with eyes or mouth.
- Cleaning:
  - Blood or body spills are to be wiped up as soon as possible.
  - Spills are to be double bagged and disposed of in trash.
  - The area is to be cleaned with an approved disinfectant or bleach Solution.
  - All soiled clothing should be double bagged and sent home with the person.
- Immunizations:
  - The state health regulations require students attending school to be up to date on all immunizations.
  - A valid medical exemption is required for exemption.
  - The school will keep documentation of the immunization status of all students on file.
  - If a reportable communicable disease is known, parents of students without that vaccine will be notified to check with their doctor regarding exclusion from school for a designated time.

## Head Lice

The Governing Board recognizes that head lice infestations among students require treatment but do not pose a risk of transmitting disease. The Superintendent or designee shall encourage early detection and treatment in a manner that minimizes disruption to the educational program and reduces student absences. School employees shall report all suspected cases of head lice to the school nurse or designee as soon as possible.

### Procedure for Control of Head Lice in Schools

It is necessary that efforts be made to effectively control head lice as soon as it becomes evident that a student may be infested. In order to keep a simple case of head lice (pediculosis) from turning into a widespread problem, there is a need for individuals to work together to eradicate the problem. School personnel and medical personnel must work cooperatively with students and parents to initiate the steps necessary to treat and eliminate head lice. Classroom teachers should report all suspected infestations to the health office. Control depends on prompt detection, proper administration, effective treatment and spread prevention. The following procedures are to be followed when a student has been found to have live head lice and/or nits:

1. Parents are to be immediately contacted and the student may be excluded from school in order to receive proper and prompt treatment. Information shall be made available to the parents, including options for treatment with methods such as an anti-lice shampoo and other options for the student infested and the procedures to be followed to eliminate head lice in the home. If the child is unable to go home, the school will make reasonable efforts to minimize contact with other students for the remainder of the school day.
2. School age siblings of the student will be checked for head lice by school staff as soon as possible.
3. At the principal or principal designee discretion an “awareness” email will be sent home with all of the classmates of the identified student at the elementary school level. This email will inform parents that a case of head lice was detected in their child’s class and will provide general information about head lice and suggestions as to what parents can do to screen their own children for head lice. Such an email will NOT provide the identity of the student found to have head lice. Such an email will not be sent again if it had been sent within the previous 10 days.
4. Students will be readmitted to school ONLY after they have been checked by appropriate school staff and are found to be free of head lice. If the parents provide evidence of an appropriate treatment for head lice (e.g. an anti-lice shampoo bottle), the student may be readmitted to school if treated nits are present. Students will NOT be readmitted if head lice are present. It is the parents’ responsibility to contact the school to schedule an appointment for a readmit check. Parents should accompany their child to school for such a readmit check.
5. Approximately one week after being readmitted for having had head lice, the student will be rechecked for head lice by school staff. If head lice are found, the process of exclusion will be initiated again.
6. In situations where the student has repeated cases of head lice, school personnel will contact the family to assist them in identifying means of effectively dealing with the issue and, where appropriate, make referrals to appropriate agencies.
7. CHRONIC CASES: If a child is found repeatedly infested with head lice for six consecutive weeks or in three separate months of the school year, the child should be deemed to have a “chronic” head lice case. Chronic cases should be reviewed by a multidisciplinary team to determine the best approach to identify and resolve family challenges that impact the child’s chronic louse infestation and school attendance.

## **Returning to School after an Illness or Prolonged Absence**

A student returning to school following a serious or prolonged illness, injury, surgery, or other hospitalization, must have written permission by a healthcare provider to attend school, including any recommendations regarding physical activity and exertion. An excuse from physical education may be granted if a student is unable to participate in regular or modified curriculum for a temporary period of time due to illness or injury. A parent's written request for an excuse will be accepted for up to five days; thereafter, a written request is needed from the student's health provider.

## **Speech, Hearing, and Eye Examinations**

The school recommends that children undergo an annual hearing and eye examination.

# COVID-19 Addendum to Handbook

## COVID: Student Illness and Staff Illness

CCDS will follow the Butte County Public Health Guidance for Schools Regarding COVID-19 Exposure if and when a student or staff is diagnosed with COVID-19.

## Displaying Symptoms at School

If a student or staff member is exhibiting symptoms at school, they will be asked to isolate in a designated, supervised & safe location, away from others, while they wait for parents to arrive. Parents will be asked to check in at the office and students will be brought to the parent from the designated area.

## Guidance for School Regarding COVID-19 Infection and Exposure (Butte County Health)

The purpose of the guidance is to help schools determine next steps when being notified that a person has been diagnosed with COVID-19 or has been exposed to a person diagnosed with COVID-19. This guidance is not intended to replace medical evaluation or any other recommendations by the [U.S. Centers for Disease Control and Prevention \(CDC\)](#) or the [California Department of Public Health \(CDPH\)](#). All information is subject to change.

## Guidance for School Regarding COVID-19 Infection and Exposure (Butte County Health)

The purpose of the guidance is to help schools determine next steps when being notified that a person has been diagnosed with COVID-19 or has been exposed to a person diagnosed with COVID-19. This guidance is not intended to replace medical evaluation or any other recommendations by the [U.S. Centers for Disease Control and Prevention \(CDC\)](#) or the [California Department of Public Health \(CDPH\)](#). All information is subject to change.

## BACKGROUND

Coronavirus Disease 2019 (COVID-19) is an infection caused by a virus that can spread from person to person through respiratory droplets when a person coughs or sneezes. While it is primarily spread by coming into close contact (about 6 feet) of a person who is infected with COVID-19, it may also be spread by touching a surface with the virus on it and then touching your mouth, nose, or eyes.

There is currently no vaccine to protect against COVID-19. The best way to protect yourself is to avoid being exposed to the virus that causes COVID-19. This includes staying home as much as possible, avoiding close contact with others, cleaning and disinfecting frequently touched surface, and washing your hands with soap and water or using an alcohol-based hand sanitizer.

Anyone who is ill should stay home. Symptoms may appear 2-14 days after exposure to the virus. Symptoms of COVID-19 include, but are not limited to:

• Fever or chills	• New loss of taste or smell
• Cough	• Sore throat
• Shortness of breath or difficulty breathing	• Congestion or runny nose
• Fatigue	• Nausea or vomiting
• Muscle or body aches	• Diarrhea
• Headache	

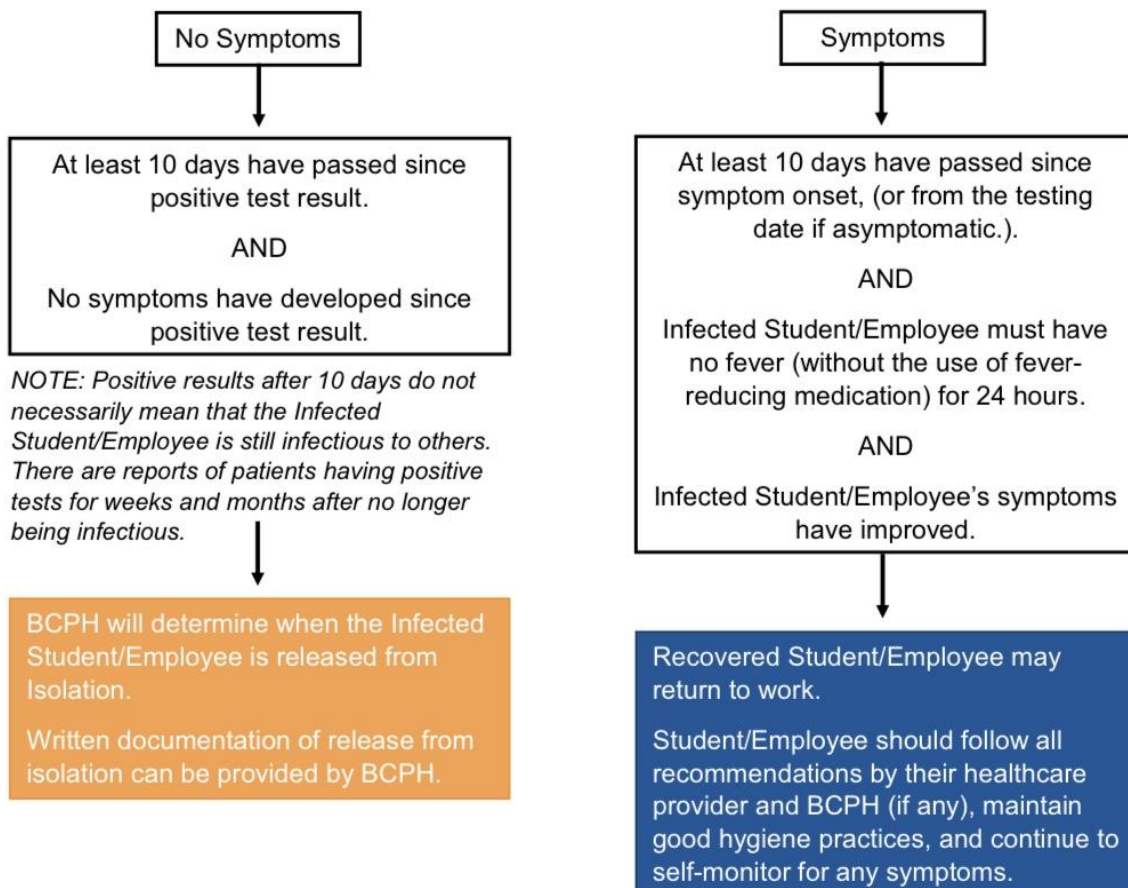
## When a Student/Employee Tests Positive for COVID-19



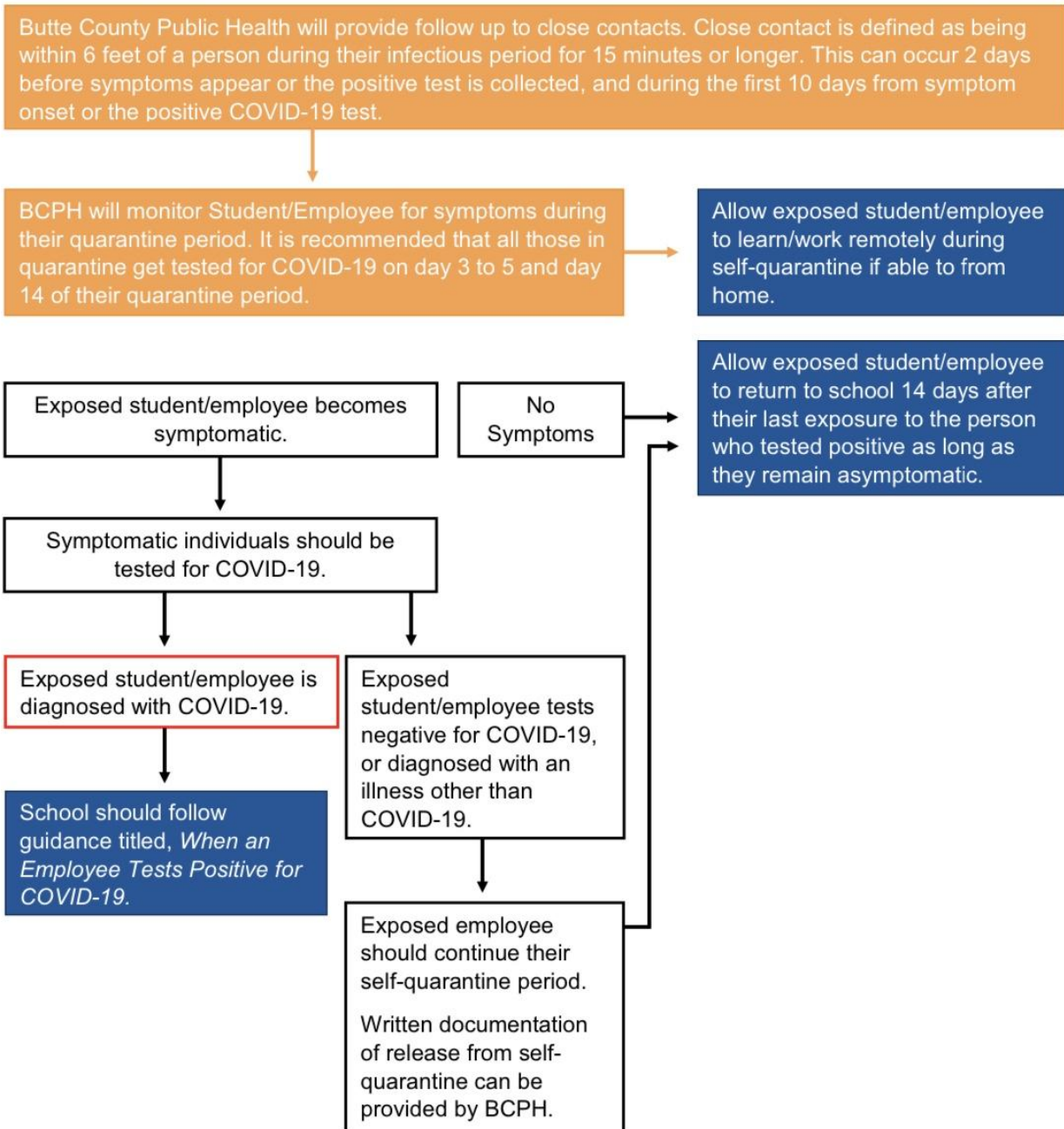
# Returning to School after Testing Positive for COVID-19

Infected Students/Employees who have been diagnosed with COVID-19 may not return to work until they meet the CDC criteria for discontinuation of isolation. Butte County Public Health (BCPH) will utilize the following Symptom/Time based strategy.

BCPH determines if the patient had symptoms consistent with a COVID-19 infection regardless if it is before or after testing.



## Close Contacts to a Lab-Confirmed COVID-19 Case



## **Appendix A. 2022-2023 Staff**

Chief Executive Officer : Wendy Fairon

Director of Student Affairs: Claudia Trout

Director of Student Support Services: Amie Parent

Chief Business Officer: Gretchen Bender

Office Manager: Stacy Ferguson

Parent/Community Liaison: Irene Henkens

Human Resources: Katie Stalter

Middle School Front Office - Jaime Beauchane

Accounts Payable & Data Coordinator: Stacey Owen

Enrollment and Health Aide: Valerie Long

Transitional Kindergarten - Nicole Nye

Kindergarten Teachers: Annie Finney, Serena Hawkley, Katie Hunter

First Grade Teachers: Susan Efseaff, Karin Daverson, Grace Taylor

Second Grade Teachers: Lisa Janke, Christine Stedman, Heather Burke-Bettencourt

Third Grade Teachers: Debbie Hardesty, Shannon Lawson, Nicole Hardoy

Fourth Grade Teachers: Denai Rubio, Alex Rainey

Fifth Grade Teachers: Sarah Jacobs-Luttrell, Sam Roy

Sixth Grade Teachers: Sarah Peterson-Young, Hilary Pierce

Seventh/Eighth Grade Teachers: Marijeanne Birchard, Micheal Proshek, Nicholas Hunsicker, Kyle Norton

STEM Teacher: Cindy Towner

Middle School Physical Education Teacher: Michael Armenta

Education Specialists: Haley Oliveri , Tyson Anderson

Independent Study: Stacey Owen

School Social Worker: Christina Hudson

School Psychologist: Gabrielle Chaplin

School Nurse: Natalie Wren

Speech Therapist: Bryn Alexander

Adaptive Physical Education Teacher: Carly DeMartini

Art Teacher: Judie Hall

Music Teacher: Ruth Greenfield

Band Director: Teddy Greenfield

After School Program: Angela Cherry

Preschool: Kerri Cooley, Patty Currie, Katlin Redding

Academic Coaches: Shelley Buchanan, Nikolai Novikov, Julee Williams,

Yard Duty Supervisor:

Yard Duty Aides: Jeff Hall

Cafeteria Manager: Jessica Wilk

School Facility Manager: Stuart Langford

Custodians: Paul Crosbie

Athletic Director: Jordan Williams

Volleyball Coaches: Jaime Engel, Taylor ender, Amber Ghidossi

Girls & Boys Basketball Coaches: Luke Buyert, Kory Kiesling, Jordan Williams

Cross Country Coach: Michael Brown

## **Appendix B: UNIFORM COMPLAINT PROCEDURES POLICY**

This Uniform Complaint Procedures Policy (“UCP”) contains rules and instructions about the filing, investigation and resolution of UCP complaints regarding any alleged violation by Chico Country

Day School (“CCDS”) of federal or state laws or regulations governing educational programs. CCDS shall have primary responsibility to ensure compliance with applicable state and federal laws and regulations.

CCDS developed this UCP pursuant to Title 5, California Code of Regulations, §§ 4600-4687 and consistent with policies and procedures adopted by our governing board. This UCP shall apply only to those complaints that fall within the scope of the UCP and are applicable to charter schools. It does not apply to complaints arising from the employment relationship, which are separately addressed by CCDS’ employment policies.

### **Complaints Under the UCP**

A UCP complaint is a written and signed statement by a complainant, including a person’s duly authorized representative or an interested third party, public agency, or organization, alleging a violation of federal or state laws or regulations, which may include an allegation of unlawful discrimination, harassment, intimidation, bullying or charging pupil fees for participation in an educational activity or non-compliance with the requirements of CCDS’ Local Control and Accountability Plans (“LCAP”). A UCP complaint must be filed according to the procedures set forth herein.

### **Complaints Regarding Programs and Activities**

Complaints of violations of state or federal law or regulations governing the following programs and activities, to the extent offered by CCDS, are subject to the UCP and will be investigated by CCDS:

- Adult Education
- After School Education and Safety
- Agricultural Vocational Education
- American Indian Education Centers and Early Childhood Education Program Assessments
- Career Technical and Technical Education; Career Technical; Technical Training
- Child Nutrition
- Consolidated Categorical Aide
- Economic Impact Aid

- Bilingual Education
- Foster and Homeless Youth Services
- California Peer Assistance and Review Programs for Teachers
- Child Care and Development
- Regional Occupational Centers and Programs
- School Safety Plans
- Special Education
- Every Student Succeeds Act / No Child Left Behind (2001) Programs
- Migrant Education
- State Preschool

### **Complaints Regarding Pupil Fees**

Complaints CCDS has violated Education Code §§ 49010 through 49013 concerning pupil fees are subject to this UCP and will be investigated by CCDS. A pupil shall not be required to pay a pupil fee for participation in an educational activity, unless the charge for such a fee is specifically authorized by law and does not violate Education Code §49011. A “pupil fee” is a fee, deposit, or other charge imposed on pupils, or a pupil's parents or guardians, in violation of state codes and constitutional provisions which require educational activities to be provided free of charge to all pupils without regard to their families' ability or willingness to pay fees or request special waivers.

“Educational activities” are those offered by a school, school district, charter school, or county office of education that constitute a fundamental part of education, including, but not limited to, curricular and extracurricular activities. A pupil fee includes, but is not limited to, all of the following:

A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.

A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.

A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

### **Complaints Regarding LCAP**

Complaints concerning CCDS' LCAP (Education Code § 52075) are subject to this UCP and will be investigated by CCDS. The LCAP is an important component of the Local Control Funding Formula (LCFF), the revised school finance system that overhauled how California funds its K-12 schools. Under the LCFF CCDS is required to prepare an LCAP, which describes how we intend to meet annual goals for our pupils, with specific activities to address state and local priorities identified pursuant to Education Code § 52060(d).

### **Complaints of Discrimination, Harassment, Intimidation and/or Bullying**

Complaints of discrimination, harassment, intimidation, and/or bullying of a student as identified in Education Code §200 and 220 and Government Code §11135, including any actual or perceived characteristics set forth in Penal Code §422.55, based on sex, sexual orientation, gender, gender identity, gender expression, race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age, immigration status, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any programs or activities conducted by CCDS which is funded directly by, or that received or benefits from any state financial assistance, are subject to this UCP and will be investigated by CCDS. Any CCDS personnel who witness an act of discrimination, harassment, intimidation or bullying, shall take immediate steps to intervene when safe to do so as required by Education Code § 234.1.

Complaints may be based on discrimination, harassment, intimidation, and/or bullying that occurs employee-to-student, student-to-student, and/or third party conduct to a student. Such complaints may also include allegations of failure to provide reasonable accommodations to a lactating pupil on campus to express breast milk, breast-feed an infant child, or address other needs related to breast-feeding pursuant to Education Code § 222.

### **UCP Annual Notification**

CCDS shall ensure annual dissemination of this UCP to all students, employees, parents or guardians of its students, school advisory committee members, appropriate private school officials or representatives (if applicable), and other interested parties that includes information regarding allegations about discrimination, harassment, intimidation, or bullying. The annual UCP notice shall be in English. If 15% or more of students enrolled at CCDS speak a single primary language other than English, the annual notice shall be provided in that language as well pursuant to Education

Code § 48985. This UCP shall be available in CCDS' main office and copies shall be made available free of charge.

### **Confidentiality and Non-Retaliation**

Complaints shall be handled in a confidential manner to respect the privacy of all parties to the fullest extent possible. Every effort shall be made to limit the distribution of information to only those persons with a need to know within the confines of CCDS' reporting procedures and investigative process. CCDS will make every effort to keep as confidential the identity of a complainant alleging discrimination, harassment, intimidation, or bullying.

CCDS prohibits retaliation in any form for filing of a complaint or an appeal, reporting instances of noncompliance, discrimination, harassment, intimidation, and/or bullying, or for participation in the complaint-filing or investigation process. Complainants are protected from retaliation. These confidentiality and non-retaliation requirements extend to all parties involved.

### **Designation of Responsible Employee**

CCDS hereby designates the individual(s) identified below as the employee(s) responsible for receiving, investigating and responding to complaints and acting as the compliance officer(s) responsible for handling complaints under this UCP, referred to herein as the "Responsible Employee."

Claudia Trout, DIRECTOR OF STUDENT AFFAIRS  
102 W 11th St.  
Chico, CA 95928 (530) 895-2650

The Responsible Employee may designate another representative of CCDS to serve in this role, who for the purposes of this UCP, shall be included within the definition of "Responsible Employee."

The Responsible Employee shall promptly notify the complainant and respondent, if applicable, if another employee has been designated to handle the complaint.

In no instance shall the Responsible Employee be assigned to a complaint in which he or she has a bias or conflict of interest that would prohibit him or her from fairly investigating or responding to the complaint. Any complaint against Responsible Employee or that raises a concern about Responsible Employee's ability to investigate the complaint fairly and without bias shall be filed with the Dean of Students, or other appropriate CCDS official, who shall determine how the complaint will be investigated.

CCDS will ensure that employees assigned to investigate complaints are knowledgeable about the laws and programs at issue in the complaints for which they are responsible. The Responsible Employee may consult with legal counsel as permitted by the Director of Education or designee.

The Responsible Employee shall determine whether interim measures are necessary pending the result of an investigation. If interim measures are determined to be necessary, Responsible Employee shall consult with the Director of Education or designee, as appropriate, prior to implementing any such measures. The interim measures shall remain in place until the Responsible Employee determines that they are no longer necessary or until CCDS issues its final written decision, whichever occurs first.

## **Formal Complaint Procedures**

CCDS shall investigate and seek to resolve, in accordance with this UCP, complaints alleging failure to comply with applicable state and federal laws and regulations including, but not limited to, allegations of discrimination, harassment, intimidation, or bullying or noncompliance with laws relating to all programs and activities implemented by CCDS that are subject to this UCP.

All parties involved in allegations shall be notified by the Responsible Employee when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

### **Step 1: Filing a Complaint**

Any individual, public agency, or organization may file a written complaint of alleged noncompliance by CCDS. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying may be filed by a person who alleges that he or she personally suffered unlawful discrimination, harassment, intimidation, or bullying, or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying, or by a parent or guardian. A complaint form is included with these policies, but complaints do not need to be filed with this form.

If a complainant is unable to prepare a written complaint due to conditions such as disability or illiteracy, the complainant can receive assistance from CCDS staff.

Complaints shall be filed with the Responsible Employee at the address provided herein. The Responsible Employee will maintain a log of complaints and subsequent related actions, in compliance with Title 5, California Code of Regulations, §§ 4631 and 4633. The Responsible Employee will evaluate the complaint to determine whether it is subject to this UCP and will notify the complainant within five (5) workdays if the complaint is outside the jurisdiction of this UCP.

- **Timing of Complaints** - A complaint alleging unlawful discrimination, harassment, intimidation, or bullying shall be initiated no later than six (6) months from the date when the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or six (6) months from the date the complainant first obtained knowledge of the facts of the alleged unlawful discrimination, harassment, intimidation, or bullying. If the complaint is not timely filed, the complainant will be notified of his or her right to appeal to the State Superintendent of Public Instruction for an extension of time in which to file the complaint. Pupil fee complaints shall be filed no later than one (1) year from the date the alleged violation occurred with the Responsible Employee or designee.
- **Anonymous Complaints** - Complaints related to pupil fees for participation in educational activities may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with the requirements of Education Code § 49010 et seq. (pupil fees). Complaints related to LCAP compliance may also be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with the requirements of Education Code § 52075.

## **Step 2: Mediation (Optional)**

Within ten (10) workdays of receiving the complaint, the Responsible Employee and complainant may mutually agree to mediation. The Responsible Employee shall make arrangements for any mutually agreed upon mediation that will allow both the complainant and CCDS to present relevant evidence. The Responsible Employee shall inform the complainant that the mediation process may be terminated at any time and proceed directly to an investigation. In the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the mediator must agree to keep confidential any information obtained through mediation. If mediation resolves the complaint to the satisfaction of both parties, CCDS will implement any remedial measures and the complainant may choose to withdraw the complaint. If mediation does not resolve the complaint to the satisfaction of both parties or within the parameters of law, the Responsible Employee shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend CCDS' timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

## **Step 3: Investigation of Complaint**

In order to investigate the complaint, the Responsible Employee shall have access to applicable CCDS records and/or information related to the complaint allegations. As part of his or her investigation, the Responsible Employee shall do all of the following, in no specific order:

- Provide an opportunity for the complainant and/or complainant's representative and CCDS' representative to present information relevant to the complaint or investigative process.
- Obtain statements from individuals/witnesses who can provide relevant information concerning the alleged violation.
- Review documents that may provide information relevant to the allegation.
  - o When necessary, seek clarification on specific complaint issues.

Refusal to provide the Responsible Employee with documents or other evidence related to the allegations in the complaint, or failure or refusal to cooperate or obstruction of the investigation by the complainant or his or her representatives may result in dismissal of complaint because of a lack of evidence to support the allegation. Refusal to provide the Responsible Employee with documents or other evidence related to the allegations in the complaint, or failure or refusal to cooperate or obstruction of the investigation by CCDS or its staff may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

#### **Step 4: Board Review**

CCDS' Board may consider the complaint at its next regular meeting or at a special meeting convened in order to meet the 60 calendar day total time limit within which the complaint must be answered. Based on all the evidence obtained during the investigation, the Board may approve, modify or reject the Responsible Employee's proposed decision and issue a final decision that meets the requirements set forth herein. The Board may also decide not to hear the complaint, in which case the Responsible Employee's decision shall be final.

#### **Step 5: Final Written Decision**

The Responsible Employee shall prepare and send to the complainant a written report of the investigation and final decision within sixty (60) days of CCDS' receipt of the complaint, unless extended by written agreement with the complainant. CCDS' decision shall be written in English and, when required by law, in the complainant's primary language. The decision shall include:

- The finding(s) of fact based on the evidence gathered;
- The conclusion(s) of law;
- Disposition of the complaint;
- Rationale for such disposition;

Corrective action, if any are warranted, including, with respect to a pupil fee complaint, a remedy that comports with Education Code § 49013(d) and Title 5, California Code of Regulations, § 4600(u); Notice of the complainant's right to appeal CCDS' decision to the CDE; and o Procedures to be followed for initiating an appeal to the CDE.

In addition, any decision on a complaint of discrimination, harassment, intimidation or bullying based on state law shall include a notice that the complainant must wait until 60 calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies.

In no event shall a decision under this section include identifying information of a student or any private employee personnel information, including but not limited to the nature of the disciplinary action taken against the student or employee. If a student or employee is disciplined as a result of the complaint, the decision shall simply state that effective action was taken and that the student or employee was informed of CCDS' expectations.

If CCDS finds merit in a complaint regarding Pupil Fees, Local Control and Accountability Plans (LCAP), Education of Pupils in Foster Care, Pupils who are Homeless, and former Juvenile Court Pupils now enrolled in our school district, Reasonable Accommodations to a Lactating Pupil, Course Periods without Educational Content (grades nine through twelve), and Physical Education Instructional Minutes (grades one through eight), we shall provide a remedy. If CCDS finds merit in a complaint regarding Course Periods without Educational Content, Reasonable Accommodations to a Lactating Pupil, and Education of Pupils in Foster Care, Pupils who are Homeless, and former Juvenile Court Pupils now enrolled in CCDS, the remedy shall go to the affected pupil. If CCDS finds merit in a complaint regarding Pupil Fees, Physical Education Instructional Minutes and LCAP, the remedy shall to go all affected pupils and parents/guardians. CCDS, in good faith will engage in reasonable efforts to identify and fully reimburse all pupils, parents and guardians who paid an unlawful pupil fee within one year prior to the filing of the complaint.

### **Appeal Process**

A complainant may appeal CCDS' decision by filing a written appeal within 15 days of receiving the decision to the California Department of Education ("CDE"). This appeal to the CDE must fully explain the basis for the appeal, stating how the facts of our Decision are incorrect and/or the law is misapplied. The appeal must be sent to CDE with: (1) a copy of the original locally filed complaint; and (2) a copy of CCDS' decision of this original locally filed complaint.

**Appeals of decisions regarding discrimination, harassment, intimidation, and/or bullying, and regarding provision of accommodations to lactating students should be sent to:**

California Department of Education  
Education Equity UCP Appeals Office 1430 N  
Street  
Sacramento, CA 95814

**Appeals of decisions regarding educational program complaints or pupil fees should be sent to:**

California Department of Education  
Categorical Programs Complaints Management Office 1430  
N Street  
Sacramento, CA 95814

**Appeals of decisions regarding LCAP should be sent to:**

California Department of Education  
Local Agency Systems Support Office 1430  
N Street  
Sacramento, CA 95814

**Appeals of decisions regarding special education compliance should be sent to:**

California Department of Education  
Special Education Division - Procedural Safeguards Referral Service  
1430 N Street  
Sacramento, CA 95814

The CDE may directly intervene in the complaint without waiting for action by CCDS when one of the conditions listed in Title 5, California Code of Regulations, § 4650 exists, including cases in which CCDS has not taken action within sixty (60) days of the date the complaint was filed with CCDS. A direct complaint to CDE must identify the basis for direct filing of the complaint, which must include clear and convincing evidence that supports such a basis.

**Civil Law Remedies**

A complainant may pursue available civil law remedies outside of CCDS' complaint procedures.

Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders.

For complaints alleging unlawful discrimination, harassment, intimidation, and bullying based on state law, a complainant shall wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if CCDS has appropriately, and in a timely manner, apprised the complainant of his/her right to file a complaint in accordance with Title 5, California Code of Regulations, § 4622.

## Uniform Complaint Procedures Form

Chico Country Day School has the primary responsibility to ensure compliance with applicable state and federal laws and regulations. Chico Country Day School shall investigate and seek to resolve complaints in accordance with the Uniform Complaint Procedures (UCP). Please complete this form, providing as much information as possible and attaching any applicable supporting documentation, to assist in the investigation of the complaint.

### Information

LAST NAME OF THE COMPLAINANT		FIRST NAME OF THE COMPLAINANT	
ADDRESS (NUMBER, STREET, APARTMENT NUMBER, CITY, STATE AND ZIP CODE)			
EMAIL ADDRESS		TELEPHONE NUMBER	
COMPLAINANT WILL NEED THE ASSISTANCE OF AN INTERPRETER <input type="radio"/> Yes (specify the language to be spoken by the <input type="radio"/> No interpreter)			
COMPLAINANT IS A: <input type="radio"/> Student <input type="radio"/> Parent/Guardian <input type="radio"/> Employee <input type="radio"/> Public Agency <input type="radio"/> Organization			
THIS COMPLAINT IS BEING FILED ON BEHALF OF: <input type="radio"/> Myself <input type="radio"/> A student (not the complainant named above) <input type="radio"/> Other (specify)			
DATE OF ALLEGED VIOLATION		SCHOOL/OFFICE OF ALLEGED VIOLATION	

### Basis of Complaint

For allegations related to any of the following programs and activities subject to the UCP:

- |  |   |
|--|---|
| <input type="checkbox"/> Discrimination, Harassment, Intimidation, and/or Bullying         | <input type="checkbox"/> Career Technical Education |
| <input type="checkbox"/> Education for Foster Youth, Homeless Youth, Former Juvenile Court | <input type="checkbox"/> Child Nutrition            |

School Students, or Military Dependents

- ☐ Every Student Succeeds Act/No Child Left Behind
- ☐ Local Control Accountability Plan
- ☐ Reasonable Accommodations to a Lactating Student
- ☐ Other Basis from CCDS UCP: \_\_\_\_\_

- ☐ Consolidated Categorical Aid
- ☐ Pupil Fees
- ☐ School Safety Plan
- ☐ Sexual Harassment
- ☐ Special Education

For complaints alleging discrimination, harassment, intimidation, and/or bullying, indicate the actual or perceived protected characteristics upon which the alleged conduct is based:

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Race or ethnicity           | <input type="checkbox"/> Religion                      | <input type="checkbox"/> Sex                 |
| <input type="checkbox"/> Color                       | <input type="checkbox"/> Age                           | <input type="checkbox"/> Sexual orientation  |
| <input type="checkbox"/> Ancestry                    | <input type="checkbox"/> Marital status                | <input type="checkbox"/> Gender              |
| <input type="checkbox"/> Nationality                 | <input type="checkbox"/> Pregnancy                     | <input type="checkbox"/> Gender identity     |
| <input type="checkbox"/> National origin             | <input type="checkbox"/> Parental status               | <input type="checkbox"/> Gender expression   |
| <input type="checkbox"/> Immigration status          | <input type="checkbox"/> Physical or mental disability | <input type="checkbox"/> Genetic information |
| <input type="checkbox"/> Ethnic group identification | <input type="checkbox"/> Other _____                   |  |

**FOR OFFICE USE ONLY**

Date Received \_\_\_\_\_

Received by \_\_\_\_\_

Title \_\_\_\_\_

Investigation \_\_\_\_\_ Outcome \_\_\_\_\_

Final written decision sent to complainant on \_\_\_\_\_

Appeal filed with CDE? Yes \_\_\_\_\_ No \_\_\_\_\_

### **Details of the Complaint**

Please answer the following questions to the best of your ability. If you mention names, please also identify who they are (i.e. student, staff, parent, etc.). Attach additional pages, if necessary.

Provide the **facts** about your complaint:

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List the **people** involved or impacted:

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List any **witnesses** or individuals who may have knowledge of the alleged acts:

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Provide and/or describe the specific **location(s)** where the incident(s) occurred:

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List all the **date(s) and time(s)** when the incident(s) occurred or when the alleged acts first came to your attention:

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Describe any **steps** you have taken to resolve this issue before filing the complaint. If applicable, list names and titles of school and/or district staff you have contacted:

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Do you have any **written documents/evidence** that you can provide that may be relevant/supportive of your complaint?

- ☐ No ☒ Yes, copies of the documents/evidence are attached to this complaint

Signature of Complainant \_\_\_\_\_ Date \_\_\_\_\_

Chico Country Day Schools shall take steps to protect complainants from retaliation. Please file this complaint form and any additional documents in person or by mail with the following individual:

Claudia Trout  
DIRECTOR OF STUDENT AFFAIRS  
102 W 11th St.  
Chico, CA 95928 (530)  
895-2650

## Appendix C: Behavior Expectation Plan at Chico Country Day School

In order to ensure a quality learning environment, we feel each student is entitled to a safe and respectful school environment. CCDS has implemented a Positive Behavior Intervention Support Program which provides clear behavior expectations and Restorative Practices which promotes positive behaviors focused on understanding conflict and how to repair harm. We believe that all our students can behave in a manner appropriate to school and that each student can be held accountable for their behavior. CCDS strives to build a community based on cooperation, trust and respect. The universal behavior norms are to be **safe, respectful and responsible**.

General rules for behavior and safety are:

1. Use equipment for the intended use.
2. Use appropriate language.
3. Follow staff directions.
4. Rough play is not allowed.
5. Treat others with respect.

Restorative practices provide students a chance to learn about the consequences of their actions, develop empathy, and figure out ways to repair relationships that may have been damaged. The process also addresses the needs of those who have been harmed. During a restorative dialogue, students are asked:

1. To reflect on the conflict or problem (What happened? What were you feeling at the time?)
2. To identify their needs and interests (What do you need in order for this class to go well? How do you want things to change?)
3. To make a plan (What needs to happen to make things right? What is our plan for the future?)

Positive reinforcements may include:

1. Eagle Eyes are given to students who demonstrate our universal behaviors. Students may turn these in for special drawings.
2. Individual classroom incentives.

Discipline may include any one, a combination and/or all of the following depending on the circumstances, and at the school administration's sole discretion.

1. Verbal and/or written warning given to the student.
2. Loss of privilege. (Referral sent home)

3. Restorative conversations and/or task to address the behavior (i.e. pick-up trash, clean lunch tables)
4. Written commitment by student to improve his/her behavior and/or performance. (Think Sheet)
5. Detention (Referral sent home)
6. Parent /guardian notification (Referral sent home)
7. Conference with Dean, Director or other faculty (Referral sent home)
8. Suspension
9. Expulsion
10. Other forms of discipline that the school may determine appropriate

Any student who is in possession of any weapon will be recommended for expulsion from the school. (Education Code 48915).

Behavioral expectation plan will apply to students (EC 48900) while on school grounds, while going to and from school, during any school-sponsored activity, on field trips, and during any other school related event.

### Universal Expectations

	Be Safe	Be Respectful	Be Responsible
<b>All Classrooms and Common Areas</b>	Keep your hands, feet and objects to self. Walk to the right at all times.  Use equipment and materials appropriately.	Use appropriate language and voice level.  Clean up after self.	Take proper care of all school equipment.  Leave toys or other personal belongings at home.
<b>Arrival and Dismissal</b>	Arrive on time.  When you arrive, put backpack in your designated area.  At dismissal, stay in the pick up zone on the campus side of the sidewalks.	Be an active listener.  Hands and feet to self.	Be in class line by the second bell.

<b>Bathrooms</b>	<p>Walk.</p> <p>Report unsafe conditions.</p>	<p>Use appropriate language and voice level.</p> <p>Respect the privacy of others.</p>	<p>Use the bathroom for its intended purpose.</p>
<b>Cafeteria/Lunch Area</b>	<p>Keep your hands and feet to self.</p> <p>Eat only your food.</p> <p>Playground equipment is not permitted in eating areas.</p>	<p>Use appropriate language and voice level.</p> <p>Listen and follow adult directions</p>	<p>Remain seated until signal for dismissal.</p> <p>Clean up trash and belongings. Pack it in, pack it out!</p>
<b>Gym</b>	<p>Keep your hands and feet to self.</p> <p>Use playground equipment how and where it is intended</p>	<p>Use appropriate language and voice level.</p> <p>Listen and follow adult directions.</p>	<p>Return equipment.</p>
<b>Passing Periods</b>	<p>Keep your hands, feet and objects to self.</p> <p>Walk to the right at all times.</p>	<p>Listen and follow directions the first time.</p> <p>Help others.</p>	<p>Stay with your group or class when traveling together.</p> <p>Travel on pathways destination to destination.</p>
<b>Recess</b>	<p>Keep your hands and feet to self.</p> <p>Use playground equipment how and where it is intended Stay in assigned areas.</p>	<p>Be an active listener.</p>	<p>Freeze at the bell and return to class.</p> <p>Return equipment.</p>

## **Suspension and Expulsion as Disciplinary Actions**

CCDS will regard suspension and expulsion as a last resort. Criteria for suspension and expulsion of students will be consistent with all applicable federal and state statutes and constitutional provisions. Students will be afforded due process, including a hearing and right of appeal, as described below. A student identified as an individual with disabilities or for whom there is a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Act ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal law or special education local plan area ("SELPA") policies require additional or different procedures.

The grounds for mandatory and discretionary suspension and expulsion are as follows:

1. **Mandatory Suspension.** A student shall be suspended with a mandatory recommendation for expulsion where he/she is found to have:

a. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object.

2. **Discretionary Suspension.** A student may be suspended for any of the following offenses:

a. Possession, use, offering, arranging and/or negotiating to sell or provide a knife, imitation firearm, other weapon, or item that could be construed and/or used as a weapon.

b. Possession, use, being under the influence of, offering, arranging and/or negotiating to sell tobacco, alcohol, drugs, other controlled substances, or intoxicants of any kind, including, but not limited to over-the-counter medication and/or prescription drugs.

c. Theft of property including, but not limited to attempting to steal and/or receive stolen property and/or aiding or abetting in the same.

d. Physical assault including, but not limited to aiding or abetting in the same.

e. Damage to school or private property including, but not limited to attempted or caused damage.

f. Sexual harassment.

g. Threatening, harassing, bullying, and/or attempting to intimidate other members of the community including, but not limited to acts of "cyber-bullying."

h. Obscenity/Profanity/Vulgarity, including the commission of an obscene act and/or engagement in habitual profanity/vulgarity.

i. Disruption and/or defiance, including, but not limited to disruption of school activities and/or willful defiance of the authority of school personnel.

j. Violations of CCDS academic policies, including, but not limited to plagiarism and/or cheating.

k. Violations of CCDS Internet Use and BYOD policies, including, but not limited to transmitting computer viruses, using or attempting to use other's accounts, trespassing in another's portfolio, folders or files, concealing or misrepresenting one's identity while using the IT system.

**3. Mandatory Expulsion.** A student shall be expelled when it is determined that the student:

a. Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object.

**4. Discretionary Expulsion.** A student may be expelled for any of the following offenses:

a. Possession, use, offering, arranging and/or negotiating to sell or provide a knife, imitation firearm, other weapon, or item that could be construed and/or used as a weapon.

b. Possession, use, being under the influence of, offering, arranging and/or negotiating to sell tobacco, alcohol, drugs, other controlled substances, or intoxicants of any kind, including, but not limited to over-the-counter medication and/or prescription drugs.

c. Theft of property including, but not limited to attempting to steal and/or receive stolen property and/or aiding or abetting in the same.

d. Physical assault including, but not limited to aiding or abetting in the same.

e. Damage to school or private property including, but not limited to attempted or caused damage.

f. Sexual harassment.

g. Threatening, harassing, bullying, and/or attempting to intimidate other members of the community including, but not limited to acts of "cyber-bullying."

h. Obscenity/Profanity/Vulgarity, including the commission of an obscene act and/or engagement in habitual profanity/vulgarity.

i. Disruption and/or defiance, including, but not limited to disruption of school activities and/or willful defiance of the authority of school personnel.

j. Violations of CCDS academic policies, including, but not limited to plagiarism and/or cheating.

k. Violations of CCDS Internet Use and BYOD policies, including, but not limited to transmitting computer viruses, using or attempting to use other's accounts, trespassing in another's portfolio, folders or files, concealing or misrepresenting one's identity while using the IT system.

### **Authority to Impose Discipline**

The Director of Student Affairs (or his/her designee) may conduct an investigation of the facts and circumstances presented in case of a disciplinary offense or infraction. The investigation may include search(es), a review of evidence, consulting the student and interviewing affected parties, and potential witnesses as well as the involvement of authorities.

The Director of Student Affairs (or his/her designee) may consider the various disciplinary options available in any given set of circumstances, including whether alternatives to suspension or expulsion may be appropriate.

The Director of Students Affairs (or his/her designee) has the authority to determine whether or not to impose a suspension under this policy. Suspensions may be imposed: (1) Pending an investigation to determine whether further discipline, including the possibility of an expulsion hearing is warranted; or, (2) Companion to setting an expulsion hearing. The Director of Student Affairs (or their designees) have the discretion to determine which form of suspension may be imposed.

If a student matter proceeds to an expulsion hearing, the Director of Student Affairs (or his/her designee) shall have the authority to hear the matter and to determine whether or not to impose an expulsion. The decision of whether or not to expel a student remains at the sole discretion of the Director of Student Affairs (or his/her designee).

### Suspensions

#### **Suspension Pending Investigation**

The Director of Student Affairs (or his/her designee) has the discretion to and may impose a suspension directly if s/he determines it is appropriate. If the Director of Student Affairs (or his/her designee) determines that a student is to be suspended, the Director of Student Affairs (or his/her designee) shall provide written notice to the student's parents and/or guardians of the suspension in writing, including reasons for the suspension and the time period for the suspension ("Suspension Notice"). Academic make-up work is required during suspension. Return to school may be contingent upon submission of a written essay addressing the issue at hand and stating how the student intends to move forward or some other form of restorative process as the School may determine in its sole discretion.

#### **Suspension Pending Expulsion Hearing**

If the Director of Student Affairs (or his/her designee) determines at the outset that an expulsion hearing is warranted, the Director of Student Affairs (or his/her designee) may impose a suspension pending an expulsion hearing. The Director of Student Affairs (or his/her designee) shall provide written notice to the student's parents and/or guardians of the suspension, the reasons for the suspension and the expulsion hearing, give notice of the expulsion hearing and provide information regarding CCDS expulsion procedures ("Suspension Pending Expulsion Hearing Notice").

#### **Discipline Review Meeting**

If a student is placed on a suspension of any form, the school may call for a Discipline Review Meeting with the parents and/or guardians. During the course of the Discipline Review Meeting, the Director of Student Affairs (or his/her designee) will discuss with the parents and/or guardians the: (1) nature of the offense; (2) the information and evidence gathered to date; and, (3) next steps. If the Director of Student Affairs (or his/her designee) determines that the school will move forward to an expulsion hearing, and the school has not yet given formal notice of an expulsion hearing, the Director of Student Affairs (or his/her designee) will provide the parents and/or guardians with a Suspension Pending Expulsion Hearing Notice.

## Expulsions

### **Expulsion Hearings**

If the Director of Student Affairs (or his/her designee) determines that consideration of expulsion is warranted, the Director of Student Affairs will hold an expulsion hearing where the Director of Student Affairs shall serve as the hearing officer. The student shall have the right to representation and the right to present evidence at the expulsion hearing. The Director of Students Affairs will consider evidence and/or testimony as appropriate and will render a decision that shall be in the best interests of the student and CCDS. If a Director of Student Affairs determines that a student is to be expelled, the Director of Student Affairs shall inform the student's parents and/or guardians of his/her determination in writing including the reasons for expulsion ("Expulsion Determination Letter"). The Director of Student Affairs written notification to the parents/guardians shall also include information about the appeal and due process rights in regard to the Director of Student Affairs determination.

### Right to Appeal Director of Student Affairs' Determination

The parents and/or guardians shall have ten (10) days from the Director of Student Affairs Expulsion Determination Letter to submit a written request of appeal to the Director of Education of Chico Country Day School ("Written Appeal Request"). In response to the Written Appeal Request, the Director of Education of CCDS shall convene a committee consisting of one member of the CCDS Board of Directors, Special Education Director and the CBO of CCDS or his/her designee. The committee members appointed will be knowledgeable about CCDS basis for expulsion and the procedures regarding expulsion. The committee shall have the right to rescind or modify the expulsion. The committee shall convene a hearing on the appeal within fifteen (15) days of receipt of a timely written request for an appeal. At the hearing on the appeal, the student shall have the right to counsel and the right to present evidence. The committee will consider evidence and/or testimony as appropriate and will render a written decision that shall be in the best interests of the student and CCDS. That decision shall be final.

## **22/23 Final Stipend Schedule**

Agenda Item: Stipends

Prepared by: Claudia Trout

Board Meeting Date: 8/10/22

Consent Agenda

### **Background Information:**

The Board approves the Stipends amounts each year based on subsequent years. We respectfully request the approval of a \$2650 stipend for the 7th-grade boys head basketball coach based on previous year's raises for the individual and their 10+ years of experience coaching for CCDS.

### **Educational Impact:**

Stipends directly impact the educational program. Stipends allow for staff to be compensated for work above contract that supports our students.

### **Fiscal Impact:**

CCDS budgets annually for stipends

### **Recommendation:**

Approval of 2022/2023 Stipends

**Chico Country Day School**  
**2022-23 Final Stipend Schedule**

Stipended Positions	Description	Annual	Schedule of Payments
<b>Athletic Director</b>			
Athletic Director	Manages all CCDS sports programs	\$ 6,250.00	Bi-monthly with payroll
<b>Coaching</b>			
Head Volleyball	Lead coach for volleyball	\$ 2,050.00	End of Season
Assistant Volleyball	Assistant coach for volleyball	\$ 1,250.00	End of Season
Head Girls Basketball	Lead coach for girls basketball	\$ 2,250.00	End of Season
Assistant Girls Basketball	Assistant coach for basketball	\$ 2,250.00	End of Season
Head Boys Basketball	Lead coach for boys basketball	\$ 2,250.00	End of Season
Assistant Boys Basketball	Assistant coach for basketball	\$ 2,250.00	End of Season
Cross Country	Coach for cross country	\$ 1,550.00	End of Season
<b>Mentor Teacher</b>			
Mentor Teacher	Mentor teachers to support teachers who are working on their credential through an induction program	\$ 1,800.00	Paid Annually in June
<b>Leadership</b>			
Middle School Leadership Teacher	Lead all Middle School Leadership activities, including coordination of socials & rallies	\$ 1,000.00	Bi-monthly with payroll.
<b>Overnight Field Trips</b>			
Overnight Field trips	provide staff supervision of all students on an overnight field trip	\$ 100.00	Payroll after study trip occurs; per night
<b>Outdoor Education Coordinator</b>			
Outdoor Education Coordinator	Camp Director for 6th grade Environmental Camp, Supports outdoor education opportunities for grades 6-8	\$ 5,500.00	Bi-monthly with payroll.
<b>Yearbook Coordinator</b>			
Yearbook Elective Teacher	Provide leadership and coordination of yearbook production	\$ 1,200.00	Bi-monthly with payroll.
<b>Independent Study Packets</b>			
Classroom Teachers	Provide Independent Study Packets for students' grade level specifically for those out on Independent Study due to COVID quarantine and protocols	\$ 100.00	Once per semester packet created
<b>Math Lead Teacher</b>			

Math Lead Teacher	Provide Leadership and coordination of math instruction for CGI math implementation	\$ 5,000.00	Bi-monthly with payroll.
<b>Teacher In Charge</b>			
Teacher/Employee In Charge	Provide Leadership and coordination of day to day administrative duties if administrators are not available	\$ 200.00	Payrol after admin day occurs; per day
<b>WASC</b>			
WASC Lead writier	Helps write WASC Self-Study and Mid-Cycle Report	\$1,800	Bi-Monthly with Payroll
WASC formatting	Formats WASC selft study and Mid-cycle repot	\$400	Paid upon report completion
<b>MISC</b>			
Social Media Content Creation	Blog post writing for publication on our social media outlets	\$150 per post	Payroll after post approval



**Board Resolution**  
Regarding Authorized Signors

**BE IT RESOLVED, THAT** Chico Country Day School authorizes signors listed below whereby they may sign documents or other necessary financial and legal statements in regard to bank accounts, real estate, and other documents held by Chico Country Day School.

The following people are authorized to sign for Chico Country Day School:

Wendy Fairon, Chief Executive Officer  
Melissa Pearson, Board Vice Chair  
Amie Parent, Director of Student Support Services  
Claudia Trout, Director of Student Affairs  
Gretchen Bender, Chief Business Officer

PASSED and ADOPTED by the Board of Directors of CHICO COUNTRY DAY SCHOOL at a meeting held on August 5, 2022 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

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Devjani Banerjee-Stevens, Secretary

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Date



As part of a benefit to CCDS Employees, Chico Country Day staff members are offered a discounted rate for the CCDS After School Program. Staff members pay 25% of the contracted tuition rate.

Tuition rates are as follows:

One day per week	\$60/mo
Two days per week	\$110/mo
Three days per week	\$140/mo
Four days per week	\$165/mo
Five days per week	\$200/mo

## **2022-2023 Board Item Information: Board Selection of Members**

### **Background information**

CCDS has an approved charter (2020-2027) and Board Bylaws that outline the process for the appointment of Board members. CCDS had one member who completed their term and a Board Development Committee was developed to review applications and select a new board member. Optimally, CCDS will have a 7 member board. To solicit applications, advertisements in school newsletters and social media were used.

### **Educational Implications**

CCDS Board is responsible for the educational program and fiscal viability of the school

### **Fiscal Implications**

None

Process from Board Member Selection Committee Chair, Jamie Clyde:

We had two applications and we interviewed both of the applicants. Both candidates had their own unique skill set and we wished we could've selected them both. With that being said, we are extremely happy and excited to recommend **Ross Simmons** to the CCDS board of directors. Thank you to our Board selection committee members Jamie Clyde (board member), Santy Gray (board member), Amie Parent (Director of Student Support), and Tanya Parish (PTP President). Thank you to all members of our board and new board members for being willing to support our school.

# CCDS Board of Directors Nomination Form

The Board Development Committee of the CCDS Board is accepting Board Member nominations. A document containing Responsibilities of a Board Member can be found at

[www.chicocountryday.org/board-of-directors/](http://www.chicocountryday.org/board-of-directors/)

The following application should be completed and signed by the nominee. Letters of reference and resumes are welcome as optional attachments.

Email \*

[REDACTED]

Name

Ross Simmons

Address

[REDACTED]

Contact Number

[REDACTED]

Please describe your occupation or business/professional activities

Senior Managing Engineer / CFO @ NorhtStar (Civil Engineer)

Please share other areas of expertise or hobbies that may be of interest and benefit to CCDS

- Involved in school facilities design in North State (Chico Unified, Paradise Unified, Butte College, CSU Chico, & Charter Schools) helps to understand facilities staff issues / maintenance
- Good financial literacy as CFO / owner of local business
- Contacts and understanding of local governance (City / County)

Please highlight your involvement with the community of CCDS or the City of Chico

Mostly a participation role in CCDS events and fundraisers like the PTA dinner, chorus events, exhibitions. My wife is active in classroom volunteering / supporting teachers with supplies / wish lists and going on field trips.

Why do you want to participate on the CCDS Board?

It feels like there is turmoil in the world & at our school with the tremendous pressures of COVID and political radicalization impacting the overall society. I want to help ensure stability and promote a continued positive learning environment for our kids.

Please share your involvement with other volunteer or service organizations

- Board Member @ Community Housing Improvement Program (CHIP) since 2022
- Board Member @ Habitat For Humanity Butte County 2008-2014 served as Board President for 2 years, actively volunteered in home construction every Saturday for 2-3 years including Women Build, Bike & Build, CSUC Habitat Club, Americorps, & regular Saturdays, started Habitat Home Run fundraiser.
- Active in Butte College MESA program as interview mentor (8+ years) helping STEM students discover work place / explore life after school
- Involved with Chico Children's Museum launch phase (1 year - committee level)

Please list any personal references and their contact information

-Hyland Fisher (CCDS Parent / Architect) - 530-263-8666  
-Matt Donner (CCDS Parent / Financial Advisor) - 342-2900  
-Nicole Ledford (CCDS Parent / Engineer) - 530-518-4597  
-Val & Jesse Smith (CCDS Parent) - 530-520-2586  
-Ty Yurkovic (CCDS Parent / Architect) - 530-774-6713  
-Erin Hall (CCDS Parent / HS Teacher) - 831-332-0787  
-Ron Young (CCDS Parent / Spouse of CCDS Teacher / Surveyor) - 530-519-9598

Electronic Signature: Please type your full name below \*

Ross Simmons

Date of form completion: \*

MM DD YYYY

07 / 28 / 2022

Optional: letters of reference or resume may be uploaded here

This form was created inside of Chico Country Day School.

Google Forms



## **CURRICULUM POLICY #7**

### **Independent Study Policy**

Chico Country Day School (“Charter School”) may offer independent study to meet the educational needs of students enrolled in the Charter School in accordance with applicable law.

The Director of Education or designee retains discretion to approve independent study written agreements for students. Families interested in independent study should contact Wendy Fairon, Director of Education.

Charter School will provide appropriate services, supports, technology and resources to enable students to complete their independent study program successfully. The following independent study policies have been established by Charter School in alignment with Education Code (“EC”) § 51744 et seq. and adopted pursuant to EC § 51747 and 5 C.C.R. § 11701:

1. For each student in independent study, Charter School will assign a certificated employee to coordinate, evaluate, and provide general supervision of the student’s independent study instruction. (EC § 51747.5(a).)
2. For students in independent study in any grade level, the maximum length of time that may lapse between the time an independent study assignment is made and the date by which the student must complete the assigned work is twenty (20) schooldays. (EC § 51747(a).)
3. When any student fails to complete three (3) assignments during any period of twenty (20) schooldays or fails to make satisfactory educational progress (defined below in Section 4), the Charter School will conduct an evaluation to determine whether it is in the best interests of the student to remain in independent study, or whether the student should return to or otherwise be placed in a regular in-person school program. A written record of the findings of any evaluation will be maintained in the student’s permanent record. This record will be maintained for a period of three years from the date of the evaluation and if the student transfers to another California public school, the record will be forwarded to that school. (EC § 51747(b).)
4. For purposes of conducting the evaluation in Section 3, a student is deemed to be making satisfactory educational progress if the student is on track to enter the next grade level at the completion of the current school year and/or progressing toward their goals pursuant to their individualized education program (“IEP”). The Director of Education or designee is responsible for making this determination based on all of the following indicators:
  - a. The student’s achievement and engagement in the independent study program, as indicated by the student’s performance on student-level measures of student achievement and student engagement set forth in EC § 52060(d)(4)-(5).

Curriculum Policy #7: Independent Study Policy

Adopted: August 2021

Revised: August 2022



- b. The completion of assignments, assessments, or other indicators that show the student is working on assignments.
  - c. Learning required concepts, as determined by the supervising teacher.
  - d. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher. (EC § 51747(b)(2).)
5. Charter School will provide content to students aligned to grade level standards that is substantially equivalent to in-person instruction. (EC § 51747(c).)
6. For students who participate in independent study at Charter School for at least fifteen (15) schooldays per year:
- 6.1. If a student does not generate attendance for more than 10 percent of required minimum instructional time over four continuous weeks of the school's approved instructional calendar, students found not participatory in synchronous instruction pursuant to EC § 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span, or for students who are in violation of their independent study written agreement, Charter School shall:
- a. Verify the student's current contact information;
  - b. Notify the student's parent or guardian of the student's lack of participation within one schoolday of the student's absence or lack of participation (e.g., via email, message, text, telephone, letter, etc.);
  - c. Reach out to the student directly and/or parent(s) or guardian(s), as well as health and social services as necessary, to determine the student's needs for reengagement;
  - d. If the student has failed to complete three (3) assignments during any period of twenty (20) schooldays or is failing to make satisfactory educational progress as defined in Section 4 herein, the Charter School will schedule a pupil-parent-educator conference (a meeting involving all individuals who signed the student's written agreement) to review the student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being; and
  - e. Implement any Charter School programs intended to address chronic absenteeism, as applicable. (EC § 51747(d).)
- 6.2 Based on each student's grade level, Charter School will offer opportunities for synchronous instruction and daily live interaction at least as frequently as set forth in subsections a-b below. (EC § 51747(e).)



“Live interaction” means interaction between the student and Charter School staff, and may include peers, to maintain school connectedness. Examples of live interaction include check-ins, progress monitoring, provision of services, and instruction, and live interaction can be in-person or in the form of internet or telephonic communication.

“Synchronous instruction” means classroom-style instruction, designated small-group instruction, or one-on-one instruction delivered in person or in the form of internet or telephonic communication by the student’s assigned teacher(s) of record, and involving live two-way communication. (EC § 51745.5.)

- a. For students in grades TK-3, inclusive, their assigned teacher(s) of record will offer opportunities for daily synchronous instruction.
- b. For students in grades 4-8, inclusive, their assigned teacher(s) of record will offer opportunities for weekly synchronous instruction, and the Charter School will offer opportunities for daily live interaction.

Charter School will document each pupil’s participation in live interaction and synchronous instruction pursuant to Section 51747 on each schoolday, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A pupil who does not participate in scheduled live interaction or synchronous instruction on a schoolday shall be documented as nonparticipatory for that schoolday for purposes of pupil participation reporting and tiered reengagement. (EC § 51747.5(c).)

6.3 A student’s parent or guardian may request their student return to in-person instruction from independent study by making a written request to the Director of Education or designee or their assigned teacher(s) of record. If there is capacity in Charter School’s in-person program at the student’s grade level, Charter School will transition the student within five (5) schooldays. If there is not capacity in Charter School’s in-person program at the student’s grade level, Charter School will offer to help the student enroll in the in-person program offered by their district of residence and offer the student an opportunity to join Charter School’s waitlist, within five (5) schooldays. (EC § 51747(f).)

6.4 Sections 6.1, 6.2, and 6.3 of this policy do not apply to students who, under the care of appropriately licensed professionals, participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse. Charter School shall obtain evidence from appropriately licensed professionals of the need for students to participate in independent study pursuant to this Section 6.4. (EC § 51747(i).)

7. A current written independent study agreement for each independent study student will be maintained on file. Each written agreement will contain the following:

Curriculum Policy #7: Independent Study Policy

Adopted: August 2021

Revised: August 2022



- a. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent or guardian regarding a student's academic progress.
- b. The objectives and methods of study for the student's work, and the methods used to evaluate that work.
- c. The specific resources, including materials and personnel, which will be made available to the student. These resources will include confirming or providing access to all students to the connectivity and devices adequate to participate in the educational program and complete assigned work.
- d. A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment, the level of satisfactory educational progress, and the number of missed assignments allowed prior to an evaluation of whether or not the student should be allowed to continue in independent study.
- e. The duration of the independent study agreement, including beginning and ending dates for the student's participation in independent study under the agreement. No independent study agreement will be valid for any period longer than one school year.
- f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion.
- g. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the student's IEP or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), students in foster care or experiencing homelessness, and students requiring mental health supports.
- h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no student may be required to participate. In the case of a student who is referred or assigned to any school, class or program pursuant to EC § 48915 or 48917, the agreement also will include the statement that instruction may be provided to the student through independent study only if the student is offered the alternative of classroom instruction. (EC § 51747(g).)
- i. Charter School will comply with the signature requirements for independent study written agreements set forth in EC § 51747(g)(9), including:



- For a student participating in independent study that is scheduled for fourteen (14) or fewer schooldays (must obtain signatures within ten (10) schooldays): Charter School will obtain a signed written agreement from the student, the student's parent, legal guardian, or caregiver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the student, as applicable, within ten (10) schooldays of the commencement of the first day of the student's participation in independent study.
  - For a student participating in independent study that is scheduled for fifteen (15) or more schooldays (must obtain signatures before independent study instruction): Each independent study agreement will be signed, prior to the commencement of independent study, by the student, the student's parent, legal guardian, or caregiver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the student, as applicable. For purposes of this policy, "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of the Family Code.
- j. Before signing a written agreement, the parent or guardian of a student may request that the Charter School conduct a telephone, videoconference, or in-person pupil-parent-educator conference or other school meeting during which the student, parent or guardian, and, if requested by the student or parent, an education advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study, before making the decision about enrollment or disenrollment in the various options for learning. (EC § 51747(h)(2).)

#### 8. Additional Independent Study Requirements:

- a. Charter School will not provide any funds or other thing of value to the student or his or her parent or guardian that a school district could not legally provide to a similarly situated student of the school district, or to his or her parent or guardian. (EC § 51747.3(a).)
- b. Charter School may only receive funding for the provision of independent study to students who are residents of Butte County or who are residents of a county immediately adjacent to Butte County. (EC § 51747.3(c).)



- c. A student with exceptional needs, as defined in EC § 56026, may participate in independent study if the student's IEP specifically provides for that participation. If a parent or guardian of an individual with exceptional needs requests independent study, the student's IEP team shall make an individualized determination as to whether the student can receive a free appropriate public education in an independent study placement. (EC § 51745(c).)
- d. Charter School may claim apportionment credit for independent study only to the extent of the time value of student work products, as personally judged in each instance by a certificated teacher employed by Charter School, or the combined time value of student work product and student participation in synchronous instruction. (EC § 51747.5(b).)
- e. Charter School will maintain written or computer-based evidence of student engagement that includes, but is not limited to, a grade book or summary document that, for each class, lists all assignments, assessments, and associated grades. (EC § 51747.5(d).)
- f. Records of the independent study program will be maintained for audit purposes and shall include the following:
  - i. A copy of the independent study board policies.
  - ii. A separate listing of the students, by grade level who have participated in independent study identifying units of the curriculum attempted (also known as the "course of study") and units of the curriculum completed by students, as specified in their written agreements.
  - iii. A file of all written agreements, with representative samples of each student's work products and a signed acknowledgement by the supervising teacher indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher.
  - iv. A daily attendance register, as appropriate to the program in which the students are enrolled, separate from classroom attendance records, and maintained on a current basis as time values of student work products are personally judged by a certificated teacher, and reviewed by the supervising teacher if they are two different individuals.
  - v. Any other documents charter schools are required to maintain as required by law. (5 C.C.R. § 11703.)



- g. Charter School will comply with all applicable law regarding independent study, including ADA-to-certificated teacher ratio requirements. (EC § 51744 et seq.; 5 C.C.R. § 11700 et seq.)



## 2022-2023 EMPLOYMENT AGREEMENT

### Chief Executive Officer

This **EMPLOYMENT AGREEMENT** ("Agreement") is entered into by and between **Wendy Fairon** ("Employee") and **Chico Country Day School** ("School" or "Employer"), a California Nonprofit Public Benefit Corporation that operates a public charter school. The School and Employee are collectively referred to as the "Parties" or individually as the "Party".

#### **A. Recitals**

1. The School desires to secure the services of Employee as the Chief Executive Officer ("CEO") and to provide certain benefits, to establish certain conditions of employment, and to set working conditions for employee;
2. Employee desires to perform such services for the School, on the terms and conditions set forth in this Agreement; and
3. This Agreement supersedes and replaces all prior agreements between the Parties

**NOW, THEREFORE**, based on the above and the current anticipated operational needs for the 2022-2023 school year, and in consideration of the promises and of the mutual agreements set forth herein, the Parties hereto agree as follows:

#### **B. Employment Terms and Conditions**

##### **1. Duties**

- a. Employee is hired for the job of the CEO for the School and will perform the duties set forth on the job description attached as Exhibit "A" as well as any tasks assigned by the School's Board of Directors ("Board") in its sole discretion. The Employee will devote his/her time and energy to the business of the School, will use his/her best efforts to promote the success of the School, and will cooperate fully in the advancement of the best interests of the School. The Employee agrees that he/she shall read, understand, and comply with all School policies and procedures as amended and modified from time to time including those specified in the Employee Handbook. If the terms of this Agreement differ from those in the Employee Handbook, the terms of this Agreement shall prevail.
- b. Employee shall at all times faithfully, industriously, and to the best of Employee's ability perform all of the duties that may be required of

the Employee. The Employee understands that in light of the School's size and limitations on availability of funds and personnel, the School requires flexibility in its operations and the School may at times make assignments that are in addition to those expressly described in this Agreement and the job specification.

2. Work Year

Employee's employment with the School shall begin on July 1, 2022 and end no later than June 30, 2023 ("Work Year") unless terminated earlier pursuant to paragraph B.10. below. The Work Year shall consist of 212 workdays. Employee may be entitled to additional compensation should employee work in excess of 212 days in a Work Year as determined by the School. For retirement benefit purposes only, Employee, if eligible, shall work a minimum of 212 days in order to receive one year of creditable service with CalSTRS.

3. Work Hours

Employee shall be employed on a full-time basis and shall typically work a minimum of forty (40) hours per week. It is anticipated that Employee's work hours will encompass the School's normal operating hours as well as any additional hours which are necessary to the accomplishment of her duties. The duties of this exempt position may require that Employee work on weekends, as well as before and after regular work hours and days. Employee is expected to work such hours as necessary to adequately and competently complete Employee's job duties. Should Employee work in excess of the hours provided in this Agreement, Employee shall not be entitled to additional compensation for such work.

4. Compensation

In consideration for the services to be rendered under this Agreement, the School will pay Employee a gross annual salary of \$112,092 for the Work Year less applicable withholdings and authorized deductions. Salary will be paid bi-monthly beginning with the first pay period following the first day of the Work Year. Employee's salary may be prorated if Employee works less than a Work Year. Employee's salary may be reviewed once per year, and nothing in this contract shall prevent the School from increasing the annual salary to reward performance or provide a COLA increase.

5. Employee Benefits

Employee may be eligible to participate in designated employee benefit programs and plans established by the School (subject to program and eligibility requirements) for the benefit of employees, which from time to time may be amended by the School at its sole discretion. These may include, but are not limited to, holidays, retirement and health and welfare benefits.

6. Confidential Information and Ownership of Materials

All confidential information of the School that Employee has knowledge of or access to shall be the exclusive property of the School both during and after Employee's employment. Employee shall not, directly or indirectly,

disclose or use any confidential information other than for the sole benefit of the School, either during Employee's employment or at any other time thereafter, without the prior written consent of the School, except to the extent that such use or disclosure is made by reason of Employee's job responsibilities or otherwise required by law.

Employee shall not take any confidential information that is in written form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of Employee's employment with the School without the prior written consent of the School. Upon the termination of Employee's employment with the School or at the request of Employer, Employee shall deliver promptly and return to the School all such materials, along with all other School property in the Employee's possession, custody, or control.

For the purposes of this section, "confidential information" shall mean all information, data, or knowledge regarding the School, its operations, employees, students, parents, contractors, or vendors not known generally to the public, including, but not limited to, research and development, trade secrets, existing or proposed computer or education programs, purchases, sales, student identifying information, financial and marketing information, lesson plans, business plans, fundraising strategies, benefits information, employee information, student and School lists, e-mail addresses used by the School's employees or students, services, products, student records, plans, reports, expansion, technology, and processes of the School. Please refer to the Employee Handbook for additional information concerning the requirements for the use of confidential information.

Materials developed by Employee for purposes of his or her employment at the School shall be the property of the School. Upon termination of Employee's employment with the School or if requested by Employer, Employee shall promptly return such materials to the School.

7. Supervision/Evaluation

Employee will be supervised in his or her employment by the School's Board. The Board anticipates evaluating Employee's performance at least one time per year, but may perform evaluations more frequently or not at all. Failure to evaluate Employee shall not prevent Employer from disciplining Employee, terminating Employee's employment, or electing not to extend any additional employment agreements to Employee in the future.

8. Professional Memberships.

Employer expects that Employee will participate as an active member of professional and civic organizations, and agrees to pay the Employee's annual membership dues for professional, community or service organizations approved in advance by Employer.

9. Business Expenses

- a. Upon submission of timely receipts or other approved documentation and requests for reimbursement, the School shall

reimburse Employee for reasonable expenses incurred and paid by Employee in the course and scope of his/her employment on behalf of the School, including:

1. Business expenses associated with civic, entertainment, school, and community affairs not otherwise covered by this Agreement.
2. Actual and necessary travel expenses incurred and paid by Employee in the conduct of her duties on behalf of the School including reimbursement for mileage at a rate set by the IRS.
3. Attendance at professional development training.

1. Termination of Agreement / Employment. This Agreement may be terminated prior to the end of the Work Year by:

a. Mutual Agreement of the Parties. This Agreement may be terminated at any time for any reason by mutual written consent of the Parties.

b. 30 Days' Written Notice. Either Employee or the School may terminate this Agreement by giving thirty (30) days written notice to the other party. Employee shall not be entitled to any additional compensation beyond the 30 days so long as Employer gives 30 days' written notice.

1. Should Employee give notice pursuant to this section, the School has the option of accepting Employee's resignation effective immediately.

2. In lieu of providing 30 days' written notice, the School has the option of terminating this Agreement immediately in exchange for paying Employee an amount equal to one month of Employee's salary ("Severance Payment"). In consideration for the Severance Payment, Employee agrees to execute a general release agreement. If Employee refuses to sign a general release agreement, Employer may terminate Employee's employment without issuance of the Severance Payment.

c. Termination For Cause.

1. The Employee may be terminated by the School at any time for cause. In addition, the Employee may be disciplined (e.g., reprimand, suspension with or without pay, demotion, placement on an administrative leave of absence) for cause during the term of this Agreement. "Cause" shall include, but is not limited to: (i) breach of this Agreement or any other contract or agreement between Employee and the School; (ii) Employee violated or encouraged violations of applicable laws and/or the School's policies or procedures, including, but not limited to, those set forth in the Employee

Handbook; (iii) failing or refusing to comply with the directives of the Board or the CEO; (iv) endangerment of a student; (v) Employee's conviction of a crime that prohibits employment in a public school, as provided under applicable law, including, but not limited to, the California Education Code; (vi) Employee commits (or attempts to commit) an act of fraud, theft, embezzlement, misappropriation, or other unlawful act against Employer or involving Employer's property or assets; (vii) Employee has engaged in conduct creating an actual conflict of interest in a manner detrimental to Employer; (viii) Employee engages in unprofessional, unethical, or other acts that discredits Employer or are detrimental to the reputation, character, or good standing of Employer or its property or assets; (ix) Employee's refusal or failure to perform his or her duties (other than by reason of a serious physical or mental illness, injury, or medical condition); or (x) Employee's breach of any statutory duty, fiduciary duty, or any other obligation that Employee owes the School.

2. The School shall not terminate this Agreement pursuant to paragraph B.10.c. until a Notice of Intent to Terminate containing a written statement of the grounds for termination has first been delivered to the Employee either personally, by e-mail or by mail (including overnight mail) to the mailing address that has been provided to the School. The Employee shall have the right to provide a written or verbal response to the School within five calendar (5) days of receipt of the Notice of Intent to Terminate. Should the Employee refuse or fail to accept the Notice of Intent to Terminate within five calendar (5) days of its issuance, the School shall have the option to proceed with the termination. If the School terminates Employee's employment, the Employee shall have the right to a representative of his or her choice at a conference with the Board only if the Employee has exercised his or her right to provide a timely written or verbal response to the Notice of Intent to Terminate. The conference with the Board shall be the Employee's exclusive right to any hearing otherwise required by law. If the Employee has failed to provide a timely written or verbal response, the Employee shall have waived his or her right to a conference with the Board.

- d. Death of Employee. The death of the Employee shall terminate this Agreement and all rights entitled under this Agreement.

- e. Permanent Disability. The permanent disability of Employee to the Employee shall terminate this Agreement and all rights entitled under this Agreement to the extent permitted by law. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.
- f. Revocation/Nonrenewal. In the event that the School's charter with its granting agency is either revoked or not renewed, this Agreement shall terminate immediately upon the effective date of the revocation/nonrenewal of the charter, and without the need for the process outlined in paragraphs B.10.b. or c above.
- g. Financial Exigency / Reorganization. The Employer's financial exigency, reorganization, or other related actions, including without limitation, reduction in force due to low enrollment or program organization. The determination of financial exigency, reorganization, or other related actions, and the need to terminate services of Employee are to be made in the sole and absolute discretion of the Board.

2. Renewal of Agreement

On or before May 1, 2023, Employee shall give written notice to Employer if she wishes to extend this Agreement on the same terms and conditions for an additional period as mutually agreed. Thereafter, Employer shall determine within 30 days whether or not it wishes to extend the Agreement and shall give written notice to Employee of its decision. If the Employer approves such extension, the Agreement shall continue for an additional period as agreed. If the Employer disapproves such extension, this Agreement shall terminate on June 30, 2023, and thereafter Employee shall not be entitled to any compensation except for any accrued vested benefits. If the Employer fails to respond, the Agreement shall terminate on June 30, 2023 and thereafter, Employee shall be employed on an at-will basis at the same rate of compensation.

10. Conflicts of Interest and Outside Professional Activities

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. In addition, while employed by the School, Employee may not engage in any outside activity, paid or otherwise, for any other person or entity which presents an actual or potential conflict of interest. Such outside activities must not affect Employee's work hours, interfere or conflict with Employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact Employee's job performance. If Employee believes it is possible that a potential conflict of interest exists, Employee must obtain written approval from the Board before accepting such outside employment. The prior written approval must confirm such outside employment does not create an actual or potential conflict of interest. The outside activities shall not occur during regular work hours. Employer shall in no way be responsible for any expenses attendant to the

performance of such outside activities. Employee shall refer to and agrees to abide by Employer's Conflict of Interest Policy and related policies in the Employee Handbook.

11. Fingerprinting / Tuberculosis Clearance

Fingerprint clearance for new employees will be acquired through submitting Employee's fingerprints to the California Department of Justice. New employees will be required to assume the cost of all fees related to the fingerprinting process. Additionally, new employees will be required to submit evidence from a licensed physician that he or she was assessed and/or determined to be free from active tuberculosis ("TB") within sixty (60) days prior to the first date of employment or otherwise satisfy the TB clearance requirements in accordance with School policies. New employees will be required to bear any associated costs of complying with this pre-employment requirement. Returning employees will be required to provide risk assessments pursuant to School's policy at School's expense. The Fingerprint and TB clearances need to be in place prior to the first day of service.

12. Licensure and/or Certifications

Employee represents that Employee meets all requirements and qualifications established by Employer to perform Employee's job duties. Employee understands that employment is contingent upon verification and maintenance of any applicable licensure, credentials, or other requirements. Failure to maintain the credentials and qualifications or satisfy other requirements for the position may result in immediate termination.

13. Child Abuse and Neglect Reporting

Employee understands and acknowledges that employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he or she has reviewed and has knowledge of California Penal Code sections 11165.7, 11166, and 11167 and will comply with their respective provisions.

**C. General Provisions**

1. Entire Agreement

Except as otherwise expressly stated herein, this Agreement sets forth the entire understanding of the Parties hereto with respect to its subject matter and merges and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter.

2. Severability

If any provision of the Agreement is held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment, and such provision shall be carried out as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

3. Governing Law

This Agreement will be governed by, construed and enforced in accordance with the laws of the State of California.

4. Successors and Assigns

Employee shall not assign his/her rights or obligations hereunder, without the consent of Employer.

5. Execution in Counterparts; Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. The Parties agree, where practicable, to permit the use of DocuSign or another electronic signature technology.

6. Amendments

No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing signed by the Parties.

7. Waiver.

Either Party to this Agreement may specifically and expressly waive, in writing, compliance by the other Party thereto with any term, condition or requirements set forth in this Agreement. Either Party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other Party hereto. However, in the event that either Party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving Party may, at any time thereafter, require further compliance by the other Party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one Party to any act by the other Party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the

future. No waiver or consent shall be implied from the silence or from the failure of any Party to act, except as otherwise specified in this Agreement.

8. Interpretation and Opportunity For Counsel.

The Parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel. In the event of a controversy or dispute between the Parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsman of such provision.

**D. Acceptance of Employment**

By signing below, the Employee declares as follows:

1. I have read and understand this Agreement and voluntarily accept employment with the School on the terms specified herein.
2. All information I have provided to the School related to my employment is true and accurate.
3. This is the entire agreement between the School and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

**Employee**

---

Wendy Fairon

---

Date

**Employer**

---

Board Chair

---

Date



## **2022-2023 EMPLOYMENT AGREEMENT**

### **CHIEF BUSINESS OFFICER**

This **EMPLOYMENT AGREEMENT** (“Agreement”) is entered into by and between **Gretchen Bender** (“Employee”) and **Chico Country Day School** (“School” or “Employer”), a California Nonprofit Public Benefit Corporation that operates a public charter school. The School and Employee are collectively referred to as the “Parties” or individually as the “Party”.

#### **A. Recitals**

1. The School desires to secure the services of Employee as CHIEF BUSINESS OFFICER and to provide certain benefits, to establish certain conditions of employment, and to set working conditions for employee;
2. Employee desires to perform such services for the School, on the terms and conditions set forth in this Agreement; and
1. This Agreement supersedes and replaces all prior agreements between the Parties.

**NOW, THEREFORE**, based on the above and the current anticipated operational needs for the 2022-2023 school year, and in consideration of the promises and of the mutual agreements set forth herein, the Parties hereto agree as follows:

#### **B. Employment Terms and Conditions**

##### **1. Duties**

Employee is hired for the job of CHIEF BUSINESS OFFICER for the School and will perform the duties set forth on the job description attached as Exhibit “A” as well as any tasks assigned by the School in its sole discretion. The Employee will devote her time and energy to the business of the School, will use her best efforts to promote the success of the School, and will cooperate fully in the advancement of the best interests of the School. The Employee agrees that he/she shall read, understand, and comply with all School policies and procedures as amended and modified from time to time including those specified in the Employee Handbook. If the terms of this Agreement differ from those in the Employee Handbook, the terms of this Agreement shall prevail.



2. Work Year

Employee's employment with the School shall begin on July 1, 2022 and end no later than June 30, 2023 ("Work Year") unless terminated earlier pursuant to paragraph B.10. below. The Work Year shall consist of 212 workdays. Employee may be entitled to additional compensation should employee work in excess of 212 days in a Work Year as determined by the School.

3. Work Hours

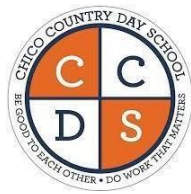
Employee shall be employed on a full-time basis and shall typically work a minimum of forty (40) hours per week. It is anticipated that Employee's work hours will encompass the School's normal operating hours as well as any additional hours which are necessary to the accomplishment of her duties. The duties of this exempt position may require that Employee work on weekends, as well as before and after regular work hours and days. Employee is expected to work such hours as necessary to adequately and competently complete Employee's job duties. Should Employee work in excess of the hours provided in this Agreement, Employee shall not be entitled to additional compensation for such work.

4. Compensation

In consideration for the services to be rendered under this Agreement, the School will pay Employee a gross annual salary of \$99,778 for the Work Year less applicable withholdings and authorized deductions. Salary will be paid bi-monthly beginning with the first pay period following the first day of the Work Year. Employee's salary may be prorated if Employee works less than a Work Year. Employee's salary may be reviewed once per year, and nothing in this contract shall prevent the School from increasing the annual salary to reward performance or provide a COLA increase. Salary is based on the Administrative Contract Salary Scale, Step 1 with a Master's Degree.

5. Employee Benefits

Employee may be eligible to participate in designated employee benefit programs and plans established by the School (subject to program and eligibility requirements) for the benefit of employees, which from time to time may be amended by the School at its sole discretion. These may include, but are not limited to, holidays, retirement and health and welfare benefits.



During the Term of this Agreement, the School shall make employee's contributions to the California State Public Employee's Retirement System (CalPERS).

6. Confidential Information and Ownership of Materials

All confidential information of the School that Employee has knowledge of or access to shall be the exclusive property of the School both during and after Employee's employment. Employee shall not, directly or indirectly, disclose or use any confidential information other than for the sole benefit of the School, either during Employee's employment or at any other time thereafter, without the prior written consent of the School, except to the extent that such use or disclosure is made by reason of Employee's job responsibilities or otherwise required by law.

Employee shall not take any confidential information that is in written form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of Employee's employment with the School without the prior written consent of the School. Upon the termination of Employee's employment with the School or at the request of Employer, Employee shall deliver promptly and return to the School all such materials, along with all other School property in the Employee's possession, custody, or control.

For the purposes of this section, "confidential information" shall mean all information, data, or knowledge regarding the School, its operations, employees, students, parents, contractors, or vendors not known generally to the public, including, but not limited to, research and development, trade secrets, existing or proposed computer or education programs, purchases, sales, student identifying information, financial and marketing information, lesson plans, business plans, fundraising strategies, benefits information, employee information, student and School lists, e-mail addresses used by the School's employees or students, services, products, student records, plans, reports, expansion, technology, and processes of the School. Please refer to the Employee Handbook for additional information concerning the requirements for the use of confidential information.

Materials developed by Employee for purposes of her employment at the School shall be the property of the School. Upon termination of



Employee's employment with the School or if requested by Employer, Employee shall promptly return such materials to the School.

7. Supervision/Evaluation

Employee will be supervised in her employment by the School's Chief Executive Officer ("CEO"). Employer anticipates evaluating Employee's performance at least one time per year, but may perform evaluations more frequently or not at all. Failure to evaluate Employee shall not prevent Employer from disciplining Employee, terminating Employee's employment, or electing not to extend any additional employment agreements to Employee in the future.

8. Professional Memberships

Employer expects that Employee may participate as an active member of professional and civic organizations, and agrees to pay the Employee's annual membership dues for professional, community or service organizations approved in advance by Employer.

9. Business Expenses

- a. Upon submission of timely receipts or other approved documentation and requests for reimbursement, the School shall reimburse Employee for reasonable expenses incurred and paid by Employee in the course and scope of her employment on behalf of the School, including:
  - (1) Business expenses associated with civic, entertainment, school, and community affairs not otherwise covered by this Agreement.
  - (2) Actual and necessary travel expenses incurred and paid by Employee in the conduct of her duties on behalf of the School including reimbursement for mileage at a rate set by the IRS.
  - (3) Attendance at professional development training



2. Termination of Agreement/Employment. This Agreement may be terminated prior to the end of the Work Year by
- a. Mutual Agreement of the Parties. This Agreement may be terminated at any time for any reason by mutual written consent of the parties.
  - b. 30 Days' Written Notice. Either Employee or the School may terminate this Agreement by giving thirty (30) days' written notice to the other party. Employee shall not be entitled to any additional compensation beyond the 30 days so long as Employer gives 30 days' written notice.
    - (1) Should Employee give notice pursuant to this section, the School has the option of accepting Employee's resignation effective immediately.
    - (2) In lieu of providing 30 days' written notice, the School has the option of terminating this Agreement immediately in exchange for paying Employee an amount equal to one month of Employee's salary ("Severance Payment"). In consideration for the Severance Payment, Employee agrees to execute a general release agreement. If Employee refuses to sign a general release agreement, Employer may terminate Employee's employment without issuance of the Severance Payment.
  - c. Termination For Cause.
    - (1) The Employee may be terminated by the School at any time for cause. In addition, the Employee may be disciplined (e.g., reprimand, suspension with or without pay, demotion, placement on an administrative leave of absence) for cause during the term of this Agreement. "Cause" shall include, but is not limited to: (i) breach of this Agreement or any other contract or agreement between Employee and the School; (ii) Employee violated of the School's policies or procedures, including, but not limited to, those set forth in the Employee Handbook; (iii) failing or refusing to comply with the directives of the Board or the CEO; (iv) endangerment of a student; (v) Employee's conviction of a crime that prohibit



employment in a public school, as provided under applicable law, including, but not limited to, the California Education Code; (vi) Employee commits (or attempts to commit) an act of fraud, theft, embezzlement, misappropriation, or other unlawful act against Employer or involving Employer's property or assets; (vii) Employee has engaged in conduct creating an actual conflict of interest in a manner detrimental to Employer; (viii) Employee engages in unprofessional, unethical, or other acts that discredits Employer or are detrimental to the reputation, character, or good standing of Employer or its property or assets; (ix) Employee's refusal or failure to perform his or her duties (other than by reason of a serious physical or mental illness, injury, or medical condition); or (x) Employee's breach of any statutory duty, fiduciary duty, or any other obligation that Employee owes the School.

- (2) The School shall not terminate this Agreement pursuant to paragraph B.10.c. until a Notice of Intent to Terminate containing a written statement of the grounds for termination has first been delivered to the Employee either personally, by e-mail or by mail (including overnight mail) to the mailing address that has been provided to the School. The Employee shall have the right to provide a written or verbal response to the School within five calendar (5) days of receipt of the Notice of Intent to Terminate. Should the Employee refuse or fail to accept the Notice of Intent to Terminate within five (5) days of its issuance, the School shall have the option to proceed with the termination. If the School terminates Employee's employment, the Employee shall have the right to a representative of his or her choice at a conference with the Board only if the Employee has exercised his or her right to provide a timely written or verbal response to the Notice of Intent to Terminate. The conference with the Board shall be the Employee's exclusive right to any hearing otherwise required by law. If the Employee has failed to provide a timely written or verbal response, the Employee shall have waived his or her right to a conference with the Board



- d. Death of Employee. The death of the Employee shall terminate this Agreement and all rights entitled under this Agreement.
- e. Permanent Disability. The permanent disability of Employee to the Employee shall terminate this Agreement and all rights entitled under this Agreement to the extent permitted by law. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents her from further performance of her essential duties, with or without reasonable accommodation.
- f. Revocation/Nonrenewal. In the event that the School's charter with its granting agency is either revoked or not renewed, this Agreement shall terminate immediately upon the effective date of the revocation/nonrenewal of the charter, and without the need for the process outlined in paragraphs B.10.b. or c above.
- g. Financial Exigency / Reorganization. The Employer's financial exigency, reorganization, or other related actions, including without limitation, reduction in force due to low enrollment or program organization. The determination of financial exigency, reorganization, or other related actions, and the need to terminate services of Employee are to be made in the sole and absolute discretion of the Board.

3. Renewal of Agreement

On or before May 1, 2023, Employee shall give written notice to Employer if she wishes to extend this Agreement on the same terms and conditions for an additional period as mutually agreed. Thereafter, Employer shall determine within 30 days whether or not it wishes to extend the Agreement and shall give written notice to Employee of its decision. If the Employer approves such extension, the Agreement shall continue for an additional period as agreed. If the Employer disapproves such extension, this Agreement shall terminate on June 30, 2023, and thereafter Employee shall not be entitled to any compensation except for any accrued vested benefits. If the Employer fails to respond, the Agreement shall terminate on June 30, 2023 and thereafter, Employee shall be employed on an at-will basis at the same rate of compensation.



4. Conflicts of Interest and Outside Professional Activities

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. In addition, while employed by the School, Employee may not engage in any outside activity, paid or otherwise, for any other person or entity which presents an actual or potential conflict of interest. Such outside activities must not affect Employee's work hours, interfere or conflict with Employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact Employee's job performance. If Employee believes it is possible that a potential conflict of interest exists, Employee must obtain written approval from the CEO before accepting such outside employment. The prior written approval must confirm such outside employment does not create an actual or potential conflict of interest. The outside activities shall not occur during regular work hours. Employer shall in no way be responsible for any expenses attendant to the performance of such outside activities. Employee shall refer to and agrees to abide by Employer's Conflict of Interest Policy and related policies in the Employee Handbook.

5. Fingerprinting / Tuberculosis Clearance

Fingerprint clearance for new employees will be acquired through submitting Employee's fingerprints to the California Department of Justice. New employees will be required to assume the cost of all fees related to the fingerprinting process. Additionally, new employees will be required to submit evidence from a licensed physician that he or she was assessed and/or determined to be free from active tuberculosis ("TB") within sixty (60) days prior to the first date of employment or otherwise satisfy the TB clearance requirements in accordance with School policies. New employees will be required to bear any associated costs of complying with this pre-employment requirement. Returning employees will be required to provide risk assessments pursuant to School's policy at School's expense. The Fingerprint and TB clearances need to be in place prior to the first day of service.

6. Licensure and/or Certifications

Employee represents that Employee meets all requirements and qualifications established by Employer to perform Employee's job duties. Employee understands that employment is contingent upon



verification and maintenance of any applicable licensure, credentials, or other requirements. Failure to maintain the credentials and qualifications or satisfy other requirements for the position may result in immediate termination.

10. Child Abuse and Neglect Reporting

Employee understands and acknowledges that employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in her professional capacity or within the scope of her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he or she has reviewed and has knowledge of California Penal Code sections 11165.7, 11166, and 11167 and will comply with their respective provisions.

**C. General Provisions**

1. Entire Agreement

Except as otherwise expressly stated herein, this Agreement sets forth the entire understanding of the Parties hereto with respect to its subject matter and merges and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter.

2. Severability

If any provision of the Agreement is held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment, and such provision shall be carried out as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.



3. Governing Law

This Agreement will be governed by, construed and enforced in accordance with the laws of the State of California.

4. Successors and Assigns

Employee shall not assign her rights or obligations hereunder, without the consent of Employer.

5. Execution in Counterparts; Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. A facsimile or electronic signature shall have the same force and effect as an original signature. The Parties agree, where practicable, to permit the use of DocuSign, or another electronic signature technology.

7. Amendments

No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing signed by the Parties.

6. Waiver

Either Party to this Agreement may specifically and expressly waive, in writing, compliance by the other Party thereto with any term, condition or requirements set forth in this Agreement. Either Party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other Party hereto. However, in the event that either Party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving Party may, at any time thereafter, require further compliance by the other Party hereto with the



requirements or provisions of this Agreement that have been so waived. The consent of one Party to any act by the other Party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any Party to act, except as otherwise specified in this Agreement.

7. Interpretation and Opportunity For Counsel

The Parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel. In the event of a controversy or dispute between the Parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsman of such provision.

**D. Acceptance of Employment**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the School on the terms specified herein.
2. All information I have provided to the School related to my employment is true and accurate.
3. I acknowledge that the job description is attached hereto.
4. This is the entire agreement between the School and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.



**Employee**

---

Gretchen Bender

Date

**Employer**

---

Wendy Fairon  
Chief Executive Officer

Date



# EXHIBIT A

## Chief Business Officer

### Qualifications:

1. Bachelor's degree in business administration, public administration, educational administration, financial management or closely related field. Master's Degree preferred, as are certifications from CASBO or ACSA
2. Comparable work experience in a senior management position within a charter school, school district, or county office of education or non-profit organization
3. Experience with operational planning and fiscal-related matters in a school, school district, county office of education, or non-profit organization
4. Experience in supervision and evaluation of personnel
5. Ability to communicate effectively, both verbally and in writing; formulate plans and policies; plan, organize, staff, direct and control the work of others; analyze and make sound recommendations on complex problems; speak publicly; develop and maintain effective and collaborative working relationships with others.
6. Ability to relate to students, parents, and staff in a positive and professional manner.

**Reports to:** Chico Country Day School CEO

**Supervises:** Classified Staff in the following departments: HR Coordinator, Accounts Payable, Technology Assistant

### Essential Job Functions:

#### Fiscal Oversight:

- Serves as the chief financial advisor to the CEO and Board of Directors
- Supervises the development and execution of the annual budget and midyear reviews; analyzes and reviews budgetary and financial data; controls and authorizes expenditures and contracts in accordance with established limitations
- Support the educational program of the school through short and long term fiscal planning and management
- Develops policy recommendations for the Board of Directors concerning finance and business operations



- Provides expertise and leadership in the identification, allocation, and management of the organization's monetary and capital resources
- Serves as a resource to the Board, Administrators, and committees which meet independently
- Plans, organizes, develops, directs, and administers internal operation procedures and standards of performance pertaining to planning, fiscal, and business services-related functional activities
- Serves as the School's financial advisor in the negotiations for salary for certificated and classified personnel
- Manages the Worker's Compensation, property and liability insurance program, and health and welfare benefit programs; COBRA, STRS, PERS, 403b program management
- Manages business relationships and communicates with other administrators, Charter Leaders, CUSD and BCOE personnel, legal counsel, financial advisors, facility consultants, architects, and contractors to coordinate activities and programs
- Monitors all purchase requisitions to verify approvals and availability of funding; monitors compliance and procedures; state and federal regulations; and manages the coordination and approval process for facility uses
- Attends all board meetings, assists in the development of the Board agenda and makes budgetary presentations to the Board
- Manages the School's insurance programs, including the coordination of all phases of property acquisition, sale, or lease by the School; supports facility projects and facility needs in conjunction with the CEO.
- Oversees the coordination and execution of the annual external audit; Coordination and execution of all required reporting (CSR, P-1, P-2, P-Annual, Budget, Unaudited Actuals)
- Monitors and reviews existing and proposed laws and legislation related to school administration, charter schools, finance and facilities; works closely with state officials, local government officials, citizen committees and parents to influence the revision and/or adoption of laws, which promotes the interest of the School
- Leads the School in preparation of a long term financial plan in conjunction with the CEO and Board; oversees the cash flow operations of the School, and ensures available funds are invested
- Responsible for oversight of Technology Infrastructure (t-1, LAN, District Tech Services) and the school's Technology Plan; Identification and purchase of adequate technology for school business and classroom use

**Oversight of Human Resources, Staff Support and Development:**

- Along with the CEO and with assistance from the HR Coordinator: maintain personnel record systems, the IIPP, worker safety programs, sexual harassment training, blood borne pathogen training, CPR, first aid, and general employee orientation programs and processes
- Assists in preparing certificated and classified staffing allocations and



- assignments; Assists in monitoring of certificated and classified credentials
- Administration of annual employee contracts for certificated employees and employment letters and compliance for all classified employees
  - Interprets codes, rules, policies and contracts related to employment issues

**Terms of Employment:** Annually, July 1 - June 30th. Salary and work schedule to be established by CEO and the Board of Directors of Chico Country Day School.

**Evaluation:** Performance of this job will be evaluated by the CEO

**Job Specifications:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill and/or ability required. Reasonable accommodation may be made to enable individuals with disabilities, who are otherwise qualified, to perform the essential functions.

**Working Conditions and Physical Requirements:** Must have the ability to sit and stand for extended periods of time; exhibit manual dexterity to dial a telephone, to enter data into a computer; to see and read a computer screen and printed material with or without vision aids; hear and understand speech at normal classroom levels, outdoors and on the telephone; speak in audible tones so that others may understand clearly in normal classrooms, outdoors and on the telephone; physical agility to lift up to 25 pounds to shoulder height and 50 pounds to waist height; and to bend, stoop, climb stairs, walk and reach overhead.

**Work Environment:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Duties are normally performed in a school environment. Duties may be occasionally performed away from school. The noise level in the work environment is usually moderate to loud.



## 2022-2023 EMPLOYMENT AGREEMENT

### Director of Student Affairs

This **EMPLOYMENT AGREEMENT** ("Agreement") is entered into by and between Claudia Trout ("Employee") and **Chico Country Day School** ("School" or "Employer"), a California Nonprofit Public Benefit Corporation that operates a public charter school. The School and Employee are collectively referred to as the "Parties" or individually as the "Party".

#### A. Recitals

1. The School desires to secure the services of Employee as Director of Student Affairs and to provide certain benefits, to establish certain conditions of employment, and to set working conditions for employee;
2. Employee desires to perform such services for the School, on the terms and conditions set forth in this Agreement; and
3. This Agreement supersedes and replaces all prior agreements between the Parties.

**NOW, THEREFORE**, based on the above and the current anticipated operational needs for the 2022-2023 school year, and in consideration of the promises and of the mutual agreements set forth herein, the Parties hereto agree as follows:

#### B. Employment Terms and Conditions

##### 1. Duties

Employee is hired for the job of 1.0 FTE Director of Student Affairs for the School. The Employee will devote his/her time and energy to the business of the School, will use his/her best efforts to promote the success of the School, and will cooperate fully in the advancement of the best interests of the School. The Employee agrees that he/she shall read, understand, and comply with all School policies and procedures as amended and modified from time to time including those specified in the Employee Handbook. If the terms of this Agreement differ from those in the Employee Handbook, the terms of this Agreement shall prevail.

##### 2. Work Year

Employee's employment with the School shall begin on July 1, 2022 and end no later than June 30, 2023 ("Work Year") unless terminated earlier pursuant to paragraph B.10. below. The Work Year shall consist of 212 workdays.



Employee may be entitled to additional compensation should employee work in excess of 212 days in a Work Year as determined by the School. For retirement benefit purposes only, Employee shall work a minimum of 212 days in order to receive one year of creditable service with CalSTRS.

3. Work Hours

Employee shall be employed on a full-time basis and shall typically work a minimum of forty (40) hours per week. It is anticipated that Employee's work hours will encompass the School's normal operating hours as well as any additional hours which are necessary to the accomplishment of his/her duties. The duties of this exempt position may require that Employee work on weekends, as well as before and after regular work hours and days. Employee is expected to work such hours as necessary to adequately and competently complete Employee's job duties. Should Employee work in excess of the hours provided in this Agreement, Employee shall not be entitled to additional compensation for such work.

4. Compensation

In consideration for the services to be rendered under this Agreement, the School will pay Employee a gross annual salary of \$107,211 per Work Year for the terms of this contract less applicable withholdings and authorized deductions. Salary will be paid bi-monthly over the Work Year beginning with the first pay period following the first day of the Work Year. Employee's salary may be prorated if Employee works less than a Work Year. Employee's salary may be reviewed once per year, and nothing in this contract shall prevent the School from increasing the annual salary to reward performance or provide a COLA increase. The salary is based on the Administrative Contract Salary Scale, Step 4.

5. Confidential Information and Ownership of Materials

All confidential information of the School that Employee has knowledge of or access to shall be the exclusive property of the School both during and after Employee's employment. Employee shall not, directly or indirectly, disclose or use any confidential information other than for the sole benefit of the School, either during Employee's employment or at any other time thereafter, without the prior written consent of the School, except to the extent that such use or disclosure is made by reason of Employee's job responsibilities or otherwise required by law.

Employee shall not take any confidential information that is in written form, computerized, machine readable, model, sample, or other form capable of



physical delivery, upon or after termination of Employee's employment with the School without the prior written consent of the School. Upon the termination of Employee's employment with the School or at the request of Employer, Employee shall deliver promptly and return to the School all such materials, along with all other School property in the Employee's possession, custody, or control.

For the purposes of this section, "confidential information" shall mean all information, data, or knowledge regarding the School, its operations, employees, students, parents, contractors, or vendors not known generally to the public, including, but not limited to, research and development, trade secrets, existing or proposed computer or education programs, purchases, sales, student identifying information, financial and marketing information, lesson plans, business plans, fundraising strategies, benefits information, employee information, student and School lists, e-mail addresses used by the School's employees or students, services, products, student records, plans, reports, expansion, technology, and processes of the School. Please refer to the Employee Handbook for additional information concerning the requirements for the use of confidential information.

Materials developed by Employee for purposes of his or her employment at the School shall be the property of the School. Upon termination of Employee's employment with the School or if requested by the Employer, Employee shall promptly return such materials to the School.



6. Supervision/Evaluation

Employee will be supervised in his/her employment by the School's Chief Executive Officer ("CEO"). Employer anticipates evaluating Employee's performance at least one time per year, but may perform evaluations more frequently or not at all. Failure to evaluate Employee shall not prevent Employer from disciplining Employee, terminating Employee's employment, or electing not to extend any additional employment agreements to Employee in the future.

7. Professional Memberships

Employer expects that Employee will participate as an active member of professional and civic organizations, and agrees to pay the Employee's annual membership dues for professional, community or service organizations approved in advance by Employer.

8. Business Expenses

a. Upon submission of timely receipts or other approved documentation and requests for reimbursement, the School shall reimburse Employee for reasonable expenses incurred and paid by Employee in the course and scope of his/her employment on behalf of the School, including:

1. Business expenses associated with civic, entertainment, school, and community affairs not otherwise covered by this Agreement.
2. Actual and necessary travel expenses incurred and paid by Employee in the conduct of her duties on behalf of the School including reimbursement for mileage at a rate set by the IRS.
3. Attendance at professional development training.

1. Termination of Agreement/Employment. This Agreement may be terminated prior to the end of the Work Year by:

- a. Mutual Agreement of the Parties. This Agreement may be terminated at any time for any reason by mutual written consent of the Parties.
- b. 30 Days' Written Notice. Either Employee or the School may terminate this Agreement by giving thirty (30) days' written notice to



the other party. Employee shall not be entitled to any additional compensation beyond the 30 days so long as Employer gives 30 days' written notice.

1. Should Employee give notice pursuant to this section, the School has the option of accepting Employee's resignation effective immediately.
2. In lieu of providing the 30 days' written notice, the School has the option of terminating this Agreement immediately in exchange for paying Employee an amount equal to one month of Employee's salary ("Severance Payment"). In consideration for the Severance Payment, Employee agrees to execute a general release agreement. If Employee refuses to sign a general release agreement, Employer may terminate Employee's employment without issuance of the Severance Payment.

c. Termination For Cause.

1. The Employee may be terminated by the School at any time for cause. In addition, the Employee may be disciplined (e.g., reprimand, suspension with or without pay, demotion, placement on an administrative leave of absence) for cause during the term of this Agreement. "Cause" shall include, but is not limited to; (i) breach of this Agreement or any other contract or agreement between Employee and the School; (ii) Employee violated of the School's policies or procedures, including, but not limited to, those set forth in the Employee Handbook; (iii) failing or refusing to comply with the directives of the Board or the CEO; (iv) endangerment of a student; (v) Employee's conviction of a crime that prohibits employment in a public school, as provided under applicable law, including, but not limited to, the California Education Code; (vi) Employee commits (or attempts to commit) an act of fraud, theft, embezzlement, misappropriation, or other unlawful act against Employer or involving Employer's property or assets; (vii) Employee has engaged in conduct creating an actual conflict of interest in a manner detrimental to Employer; (viii) Employee engages in unprofessional, unethical, or other acts that discredits Employer or are detrimental to the reputation, character, or good standing of Employer or its property or assets; (ix) Employee's refusal or



failure to perform his or her duties (other than by reason of a serious physical or mental illness, injury, or medical condition); or (x) Employee's breach of any statutory duty, fiduciary duty, or any other obligation that Employee owes the School.

2. The School shall not terminate this Agreement pursuant to paragraph B.10.c. until a Notice of Intent to Terminate containing a written statement of the grounds for termination has first been delivered to the Employee either personally, by e-mail or by mail (including overnight mail) to the mailing address that has been provided to the School. The Employee shall have the right to provide a written or verbal response to the School within five calendar (5) days of receipt of the Notice of Intent to Terminate. Should the Employee refuse or fail to accept the Notice of Intent to Terminate within five (5) days of its issuance, the School shall have the option to proceed with the termination. If the School terminates Employee's employment, the Employee shall have the right to a representative of his or her choice at a conference with the Board only if the Employee has exercised his or her right to provide a timely written or verbal response to the Notice of Intent to Terminate. The conference with the Board shall be the Employee's exclusive right to any hearing otherwise required by law. If the Employee has failed to provide a timely written or verbal response, the Employee shall have waived his or her right to a conference with the Board.

- d. Death of Employee. The death of the Employee shall terminate this Agreement and all rights entitled under this Agreement.



- e. Permanent Disability. The permanent disability of Employee to the Employee shall terminate this Agreement and all rights entitled under this Agreement to the extent permitted by law. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.
- f. Revocation/Nonrenewal. In the event that the School's charter with its granting agency is either revoked or not renewed, this Agreement shall terminate immediately upon the effective date of the revocation/nonrenewal of the charter, and without the need for the process outlined in paragraphs B.10.b. or c above.
- g. Financial Exigency / Reorganization. The Employer's financial exigency, reorganization, or other related actions, including without limitation, reduction in force due to low enrollment or program organization. The determination of financial exigency, reorganization, or other related actions, and the need to terminate services of Employee are to be made in the sole and absolute discretion of the Board.

## 2. Renewal of Agreement

On or before May 1, 2023, Employee shall give written notice to Employer if she wishes to extend this Agreement on the same terms and conditions for an additional period as mutually agreed. Thereafter, Employer shall determine within 30 days whether or not it wishes to extend the Agreement and shall give written notice to Employee of its decision. If the Employer approves such extension, the Agreement shall continue for an additional period as agreed. If the Employer disapproves such extension, this Agreement shall terminate on June 30, 2023, and thereafter Employee shall not be entitled to any compensation except for any accrued vested benefits. If the Employer fails to respond, the Agreement shall terminate on June 30, 2023 and thereafter, Employee shall be employed on an at-will basis at the same rate of compensation.

## 3. Conflicts of Interest and Outside Professional Activities

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. In addition, while employed by the School, Employee may not engage in any outside activity, paid or otherwise, for any other person or entity which presents an actual or potential conflict of interest. Such outside activities must not affect Employee's work hours, interfere or conflict with



Employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact Employee's job performance. If Employee believes it is possible that a potential conflict of interest exists, Employee must obtain written approval from the CEO before accepting such outside employment. The prior written approval must confirm such outside employment does not create an actual or potential conflict of interest. The outside activities shall not occur during regular work hours. Employer shall in no way be responsible for any expenses attendant to the performance of such outside activities. Employee shall refer to and agrees to abide by Employer's Conflict of Interest Policy and related policies in the Employee Handbook.

4. Fingerprinting / Tuberculosis Clearance

Fingerprint clearance for new employees will be acquired through submitting Employee's fingerprints to the California Department of Justice. New employees will be required to assume the cost of all fees related to the fingerprinting process. Additionally, new employees will be required to submit evidence from a licensed physician that he or she was assessed and/or determined to be free from active tuberculosis ("TB") within sixty (60) days prior to the first date of employment or otherwise satisfy the TB clearance requirements in accordance with School policies. New employees will be required to bear any associated costs of complying with this pre-employment requirement. Returning employees will be required to provide risk assessments pursuant to School's policy at School's expense. The Fingerprint and TB clearances need to be in place prior to the first day of service.

5. Licensure and/or Certifications

Employee represents that Employee meets all requirements and qualifications established by Employer to perform Employee's job duties. Employee understands that employment is contingent upon verification and maintenance of any applicable licensure, credentials, or other requirements. Failure to maintain the credentials and qualifications or satisfy other requirements for the position may result in immediate termination.

9. Child Abuse and Neglect Reporting

Employee understands and acknowledges that employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or



neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he or she has reviewed and has knowledge of California Penal Code sections 11165.7, 11166, and 11167 and will comply with their respective provisions.

### **C. General Provisions**

#### **1. Entire Agreement**

Except as otherwise expressly stated herein, this Agreement sets forth the entire understanding of the Parties hereto with respect to its subject matter and merges and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter.

#### **2. Severability**

If any provision of the Agreement is held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment, and such provision shall be carried out as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

#### **3. Governing Law**

This Agreement will be governed by, construed and enforced in accordance with the laws of the State of California.

#### **4. Successors and Assigns**

Employee shall not assign his/her rights or obligations hereunder, without the consent of Employer.

#### **5. Execution in Counterparts; Signatures**

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may



be used in lieu of the originals for any purpose. A facsimile or electronic signature shall have the same force and effect as an original signature. The Parties agree, where practicable, to permit the use of DocuSign, or another electronic signature technology.

6. Amendments

No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing signed by the Parties.

6. Waiver.

Either Party to this Agreement may specifically and expressly waive, in writing, compliance by the other Party thereto with any term, condition or requirements set forth in this Agreement. Either Party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other Party hereto. However, in the event that either Party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving Party may, at any time thereafter, require further compliance by the other Party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one Party to any act by the other Party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any Party to act, except as otherwise specified in this Agreement.

7. Interpretation and Opportunity For Counsel.

The Parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel. In the event of a controversy or dispute between the Parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsman of such provision.

**B. Acceptance of Employment**

By signing below, the Employee declares as follows:



1. I have read this Agreement and accept employment with the School on the terms specified herein.
2. All information I have provided to the School related to my employment is true and accurate.
3. This is the entire agreement between the School and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

**Employee**

---

Claudia Trout

Date

**Employer**

---

Wendy Fairon  
Chief Executive Officer

Date



## 2022-2023 EMPLOYMENT AGREEMENT

### Director of Student Support Services

This **EMPLOYMENT AGREEMENT** (“Agreement”) is entered into by and between **Amie Parent** (“Employee”) and **Chico Country Day School** (“School” or “Employer”), a California Nonprofit Public Benefit Corporation that operates a public charter school. The School and Employee are collectively referred to as the “Parties” or individually as the “Party”.

#### A. Recitals

1. The School desires to secure the services of Employee as Director of Student Support Services and to provide certain benefits, to establish certain conditions of employment, and to set working conditions for employee;
2. Employee desires to perform such services for the School, on the terms and conditions set forth in this Agreement; and
3. This Agreement supersedes and replaces all prior agreements between the Parties.

**NOW, THEREFORE,** based on the above and the current anticipated operational needs for the 2022-2023 school year, and in consideration of the promises and of the mutual agreements set forth herein, the Parties hereto agree as follows:

#### B. Employment Terms and Conditions

##### 1. Duties

Employee is hired for the job of Director of Student Support Services for the School and will perform the duties set forth on the job description attached as Exhibit “A” as well as any tasks assigned by the School in its sole discretion. The Employee will devote his/her time and energy to the business of the School, will use his/her best efforts to promote the success of the School, and will cooperate fully in the advancement of the best interests of the School. The Employee agrees that he/she shall read, understand, and comply with all School policies and procedures as amended and modified from time to time including those specified in the Employee Handbook. If the terms of this Agreement differ from those in the Employee Handbook, the terms of this Agreement shall prevail.



2. Work Year

Employee's employment with the School shall begin on July 1, 2022 and end no later than June 30, 2023 ("Work Year") unless terminated earlier pursuant to paragraph B.10. below. The Work Year shall consist of 212 workdays. Employee may be entitled to additional compensation should employee work in excess of 212 days in a Work Year as determined by the School. For retirement benefit purposes only, Employee, if eligible, shall work a minimum of 212 days in order to receive one year of creditable service with CalSTRS.

3. Work Hours

Employee shall be employed on a full-time basis and shall typically work a minimum of forty (40) hours per week. It is anticipated that Employee's work hours will encompass the School's normal operating hours as well as any additional hours which are necessary to the accomplishment of his/her duties. The duties of this exempt position may require that Employee work on weekends, as well as before and after regular work hours and days. Employee is expected to work such hours as necessary to adequately and competently complete Employee's job duties. Should Employee work in excess of the hours provided in this Agreement, Employee shall not be entitled to additional compensation for such work.

4. Compensation

In consideration for the services to be rendered under this Agreement, the School will pay Employee a gross annual salary of \$110,427, + MA for the Work Year less applicable withholdings and authorized deductions. Salary will be paid bi-monthly beginning with the first pay period following the first day of the Work Year. Employee's salary may be prorated if Employee works less than a Work Year. Employee's salary may be reviewed once per year, and nothing in this contract shall prevent the School from increasing the annual salary to reward performance or provide a COLA increase. The salary is based on the Administrative Contract Salary Scale, Step 7 with a Master's Degree.

5. Employee Benefits

Employee may be eligible to participate in designated employee benefit programs and plans established by the School (subject to program and eligibility requirements) for the benefit of employees, which from time to time may be amended by the School at its sole discretion. These may include, but are not limited to, holidays, retirement and health and welfare benefits.



6. Confidential Information and Ownership of Materials

All confidential information of the School that Employee has knowledge of or access to shall be the exclusive property of the School both during and after Employee's employment. Employee shall not, directly or indirectly, disclose or use any confidential information other than for the sole benefit of the School, either during Employee's employment or at any other time thereafter, without the prior written consent of the School, except to the extent that such use or disclosure is made by reason of Employee's job responsibilities or otherwise required by law.

Employee shall not take any confidential information that is in written form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of Employee's employment with the School without the prior written consent of the School. Upon the termination of Employee's employment with the School or at the request of Employer, Employee shall deliver promptly and return to the School all such materials, along with all other School property in the Employee's possession, custody, or control.

For the purposes of this section, "confidential information" shall mean all information, data, or knowledge regarding the School, its operations, employees, students, parents, contractors, or vendors not known generally to the public, including, but not limited to, research and development, trade secrets, existing or proposed computer or education programs, purchases, sales, student identifying information, financial and marketing information, lesson plans, business plans, fundraising strategies, benefits information, employee information, student and School lists, e-mail addresses used by the School's employees or students, services, products, student records, plans, reports, expansion, technology, and processes of the School. Please refer to the Employee Handbook for additional information concerning the requirements for the use of confidential information.

Materials developed by Employee for purposes of his or her employment at the School shall be the property of the School. Upon termination of Employee's employment with the School or if requested by Employer, Employee shall promptly return such materials to the School.

7. Supervision/Evaluation

Employee will be supervised in his/her employment by the School's Chief Executive Officer ("CEO"). Employer anticipates evaluating Employee's performance at least one time per year, but may perform evaluations more frequently or not at all. Failure to evaluate Employee shall



not prevent Employer from disciplining Employee, terminating Employee's employment, or electing not to extend any additional employment agreements to Employee in the future.

8. Professional Memberships

Employer expects that Employee will participate as an active member of professional and civic organizations, and agrees to pay the Employee's annual membership dues for professional, community or service organizations approved in advance by Employer.

9. Business Expenses

a. Upon submission of timely receipts or other approved documentation and requests for reimbursement, the School shall reimburse Employee for reasonable expenses incurred and paid by Employee in the course and scope of his/her employment on behalf of the School, including:

1. Business expenses associated with civic, entertainment, school, and community affairs not otherwise covered by this Agreement;
2. Actual and necessary travel expenses incurred and paid by Employee in the conduct of her duties on behalf of the School including reimbursement for mileage at a rate set by the IRS.
3. Attendance at professional development training.

1. Termination of Agreement / Employment. This Agreement may be terminated prior to the end of the Work Year by:

- a. Mutual Agreement of the Parties. This Agreement may be terminated at any time for any reason by mutual written consent of the Parties.
- b. 30 Days' Written Notice. Either Employee or the School may terminate this Agreement by giving thirty (30) days' written notice to the other party. Employee shall not be entitled to any additional compensation beyond the 30 days so long as Employer gives 30 days' written notice.



1. Should Employee give notice pursuant to this section, the School has the option of accepting Employee's resignation effective immediately.
2. In lieu of providing the 30 days' written notice, the School has the option of terminating this Agreement immediately in exchange for paying Employee an amount equal to one month of Employee's salary ("Severance Payment"). In consideration for the Severance Payment, Employee agrees to execute a general release agreement. If Employee refuses to sign a general release agreement, Employer may terminate Employee's employment without issuance of the Severance Payment.

c. Termination For Cause.

1. The Employee may be terminated by the School at any time for cause. In addition, the Employee may be disciplined (e.g., reprimand, suspension with or without pay, demotion, placement on an administrative leave of absence) for cause during the term of this Agreement. "Cause" shall include, but is not limited to: (i) breach of this Agreement or any other contract or agreement between Employee and the School; (ii) Employee violated or encouraged violations of applicable laws and/or the School's policies or procedures, including, but not limited to, those set forth in the Employee Handbook; (iii) failing or refusing to comply with the directives of the Board or the CEO; (iv) endangerment of a student; (v) Employee's conviction of a crime that prohibits employment in a public school, as provided under applicable law, including, but not limited to, the California Education Code; (vi) Employee commits (or attempts to commit) an act of fraud, theft, embezzlement, misappropriation, or other unlawful act against Employer or involving Employer's property or assets; (vii) Employee has engaged in conduct creating an actual conflict of interest in a manner detrimental to Employer; (viii) Employee engages in unprofessional, unethical, or other acts that discredits Employer or are detrimental to the reputation, character, or good standing of Employer or its property or assets; (ix) Employee's refusal or failure to perform his or her duties (other than by reason of a serious physical or mental illness, injury, or medical condition); or (x) Employee's breach of any statutory duty,



fiduciary duty, or any other obligation that Employee owes the School.

2. The School shall not terminate this Agreement pursuant to paragraph B.10.c. until a Notice of Intent to Terminate containing a written statement of the grounds for termination has first been delivered to the Employee either personally, by e-mail or by mail (including overnight mail) to the mailing address that has been provided to the School. The Employee shall have the right to provide a written or verbal response to the School within five calendar (5) days of receipt of the Notice of Intent to Terminate. Should the Employee refuse or fail to accept the Notice of Intent to Terminate within five calendar (5) days of its issuance, the School shall have the option to proceed with the termination. If the School terminates Employee's employment, the Employee shall have the right to a representative of his or her choice at a conference with the Board only if the Employee has exercised his or her right to provide a timely written or verbal response to the Notice of Intent to Terminate. The conference with the Board shall be the Employee's exclusive right to any hearing otherwise required by law. If the Employee has failed to provide a timely written or verbal response, the Employee shall have waived his or her right to a conference with the Board.

- d. Death of Employee. The death of the Employee shall terminate this Agreement and all rights entitled under this Agreement.
- e. Permanent Disability. The permanent disability of Employee to the Employee shall terminate this Agreement and all rights entitled under this Agreement to the extent permitted by law. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation.
- f. Revocation/Nonrenewal. In the event that the School's charter with its granting agency is either revoked or not renewed, this Agreement shall terminate immediately upon the effective date of the revocation/nonrenewal of the charter, and without the need for the process outlined in paragraphs B.10.b. or c above.
- g. Financial Exigency / Reorganization. The Employer's financial exigency, reorganization, or other related actions, including without



limitation, reduction in force due to low enrollment or program organization. The determination of financial exigency, reorganization, or other related actions, and the need to terminate services of Employee are to be made in the sole and absolute discretion of the Board.

2. Renewal of Agreement

On or before May 1, 2023, Employee shall give written notice to Employer if she wishes to extend this Agreement on the same terms and conditions for an additional period as mutually agreed. Thereafter, Employer shall determine within 30 days whether or not it wishes to extend the Agreement and shall give written notice to Employee of its decision. If the Employer approves such extension, the Agreement shall continue for an additional period as agreed. If the Employer disapproves such extension, this Agreement shall terminate on June 30, 2023, and thereafter Employee shall not be entitled to any compensation except for any accrued vested benefits. If the Employer fails to respond, the Agreement shall terminate on June 30, 2023 and thereafter, Employee shall be employed on an at-will basis at the same rate of compensation.



3. Conflicts of Interest and Outside Professional Activities

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. In addition, while employed by the School, Employee may not engage in any outside activity, paid or otherwise, for any other person or entity which presents an actual or potential conflict of interest. Such outside activities must not affect Employee's work hours, interfere or conflict with Employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact Employee's job performance. If Employee believes it is possible that a potential conflict of interest exists, Employee must obtain written approval from the CEO before accepting such outside employment. The prior written approval must confirm such outside employment does not create an actual or potential conflict of interest. The outside activities shall not occur during regular work hours. Employer shall in no way be responsible for any expenses attendant to the performance of such outside activities. Employee shall refer to and agrees to abide by Employer's Conflict of Interest Policy and related policies in the Employee Handbook.

4. Fingerprinting / Tuberculosis Clearance

Fingerprint clearance for new employees will be acquired through submitting Employee's fingerprints to the California Department of Justice. New employees will be required to assume the cost of all fees related to the fingerprinting process. Additionally, new employees will be required to submit evidence from a licensed physician that he or she was assessed and/or determined to be free from active tuberculosis ("TB") within sixty (60) days prior to the first date of employment or otherwise satisfy the TB clearance requirements in accordance with School policies. New employees will be required to bear any associated costs of complying with this pre-employment requirement. Returning employees will be required to provide risk assessments pursuant to School's policy at School's expense. The Fingerprint and TB clearances need to be in place prior to the first day of service.

5. Licensure and/or Certifications

Employee represents that Employee meets all requirements and qualifications established by Employer to perform Employee's job duties. Employee understands that employment is contingent upon verification and maintenance of any applicable licensure, credentials, or other requirements. Failure to maintain the credentials and qualifications or satisfy other requirements for the position may result in immediate termination.



10. Child Abuse and Neglect Reporting

Employee understands and acknowledges that employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he or she has reviewed and has knowledge of California Penal Code sections 11165.7, 11166, and 11167 and will comply with their respective provisions.

**C. General Provisions**

1. Entire Agreement

Except as otherwise expressly stated herein, this Agreement sets forth the entire understanding of the Parties hereto with respect to its subject matter and merges and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter.

2. Severability

If any provision of the Agreement is held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment, and such provision shall be carried out as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

3. Governing Law

This Agreement will be governed by, construed and enforced in accordance with the laws of the State of California.



4. Successors and Assigns

Employee shall not assign his/her rights or obligations hereunder, without the consent of Employer.

5. Execution in Counterparts; Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. A facsimile or electronic signature shall have the same force and effect as an original signature. The Parties agree, where practicable, to permit the use of DocuSign, or another electronic signature technology.

6. Amendments

No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing signed by the Parties.

6. Waiver.

Either Party to this Agreement may specifically and expressly waive, in writing, compliance by the other Party thereto with any term, condition or requirements set forth in this Agreement. Either Party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other Party hereto. However, in the event that either Party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving Party may, at any time thereafter, require further compliance by the other Party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one Party to any act by the other Party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any Party to act, except as otherwise specified in this Agreement.



7. Interpretation and Opportunity For Counsel.

The Parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel. In the event of a controversy or dispute between the Parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsman of such provision.

**D. Acceptance of Employment**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with the School on the terms specified herein.
2. All information I have provided to the School related to my employment is true and accurate.
3. I acknowledge that the job description is attached hereto.
4. This is the entire agreement between the School and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

**Employee**

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Amie Parent

Date

**Employer**

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Wendy Fairon  
Chief Executive Officer

Date



# EXHIBIT A



## DIRECTOR OF STUDENT SUPPORT SERVICES

**Definitions:** The Director of Student Support Services will lead the development, implementation, and management of the CCDS special education program, policies and procedures. The Director is responsible for the coordination and support of special education services offered, working cooperatively with school leadership, instructional faculty and parents to ensure all students with mental or physical disabilities receive a high-quality education in accordance with law

**Reports to:** CEO, Chico Country Day School

**Supervises:** Education Specialists; Speech Therapist; School Nurse; School Social Worker; School Psychologist; Academic Coaches (Special Education and Response to Intervention)

**Qualifications:**

1. Five years of special education experience with strong knowledge of special education laws and mandates
2. PPS School Psychology Credential (required) and Administrative Credential (preferred)
3. Understanding of Response to Intervention (RTI) programs
4. Ability to relate to students, parents, and staff in a positive and professional manner
5. Ability to communicate effectively, both verbally and in writing
6. Completion of a Master of Arts or higher degree program in psychology, counseling and guidance, or a closely related field.

**Essential Job Functions:**

*Strategy and Implementation*

- Develop and manage the Special Education strategy, implementation, plan and calendar in order to coordinate Special Education services, working closely with the administrative leadership team.
- Facilitate the delivery of services among multiple providers by researching, evaluating and selecting the highest-quality providers and acting as the liaison among external partners working with CCDS' Special Education students.
- Design and lead budgeting recommendations and funding distribution plan, maintain information on state funding, and control expenditure budgets for Special Education working closely with all school leadership personnel.
- Represent CCDS at all local and regional and SELPA Special Education meetings.

**Compliance and Accountability**

- Formulate policies and procedures for new or existing Special Education programs and service delivery
- Direct, monitor, and manage the compliance with state and federal laws, ensuring consistent, failsafe, and quality documentation, including IEP data.



- Provide comprehensive, holistic reporting of student performance data to school and regional leadership
- Ensure that all records are effectively maintained and that timelines are consistently met for initial evaluations, annuals, and triennials
- Create annual internal Special Education review process
- Respond to any complaints, participate in IEP meetings as necessary, and serve as lead on any due process activity.
- Work with the SELPA legal team and other legal advisers to proactively minimize risk and provide highest quality, compliant, services to all CCDS special needs students

### **Management**

- Assume a leadership role in recruiting, hiring, supporting, developing, and evaluating Special Education staff.
- Manage external service providers, potentially including but not limited to: Occupational Therapists, Psychologists, Counselors, Adaptive PE, Nursing.
- Provide leadership to develop collaborative partnerships between Special Education staff and general education teachers. Provide instructional support that leads to dramatic academic gains for students
- Oversee the coordination of 504 Accommodation Plan development
- Oversee the Response to Intervention program staff
- Secure and provide ongoing professional development and individual training to Special Education teachers, School Leaders and general education teachers that includes research-based interventions, data analysis, and assessment modifications
- Conduct regular regional Special Education staff meeting as appropriate.

### **School Psychology**

- Consults and confers with instructional and administrative personnel in the development and implementation of instructional methods and procedures designed to facilitate learning and to overcome learning and behavioral disorders.
- Participates in parent conferences, pupil evaluation reviews and provides pupil profiles indicating learning strengths and weaknesses.
- Consults with parents to further their understanding of the learning and emotional adjustment processes pertaining to their child.
- Serves as a liaison between the schools, medical authority, mental health and other child service agencies in concern referrals and referral follow-ups.
- Assists in the development and monitoring of individual education plans for students with exceptional needs.
- May pursue evaluation and research activities to determine the effectiveness of the school psychological service program.
- Assists in identifying school psychological service needs, and provides in-service training concerning assessment interpretation, basic learning styles, and child development.



**Terms of Employment** Salary and work schedule to be established by the CEO of Chico Country Day School.

**Evaluation:** Performance of this job will be evaluated by the CEO.

**ADA Accommodations:** Decision regarding appropriate and reasonable accommodation(s) will be based upon the merits of each situation. The principle criteria will be that of effectiveness and safety.

**Job Specifications:** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodation may be made to enable individuals with disabilities, who are otherwise qualified, to perform the essential functions. Working Conditions and Physical Requirements: Must have the ability to sit and stand for extended periods of time; exhibit manual dexterity to dial a telephone, to enter data into a computer; to see and read a computer screen and printed material with or without vision aids; hear and understand speech at normal classroom levels, outdoors and on the telephone; speak in audible tones so that others may understand clearly in normal classrooms, outdoors and on the telephone; physical agility to lift up to 25 pounds to shoulder height and 50 pounds to waist height; and to bend, stoop, climb stairs, walk and reach overhead.

**Work Environment:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate to loud.

This job description in no way states or implies that these are the only duties to be performed by this employee. This position is required to follow any other instructions and to perform any other related duties as assigned by the CEO. The CEO reserves the right to update, revise or change this job description and related duties at any time.

Approvals:

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Wendy Fairon, CEO

Date

I acknowledge that I have received and read this job description.

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Employee Name (print)

Signature

Date

Revised: 8/5/22