



AGENDA

BOARD OF DIRECTORS REGULAR BOARD MEETING JUNE 23, 2021

Closed Session Time: 5:30pm
Open Session Time: 6:00pm
LOCATION: IN PERSON!
Chico Country Day School
102 West 11th Street, Chico, CA 95928
Room 21

*Room 21 is located in the new wing of buildings along 11th Street (new kindergarten rooms)

Mission Statement

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

2020-2021 CCDS Board Members:

Jessika Lawrence, Chair
Michele Mittman, Treasurer
Fawn Ruby, Secretary
Devjani Banerjee-Stevens, Member
Jamie Clyde, Member
Thang Ho, Member
Melissa Pearson, Member

1. CALL TO ORDER & ROLL CALL

2. CLOSED SESSION (5:30pm)

2.1 Public Employee Appointment

Per Government Code §54957

Title: Director of Education, Director of Student Support Services, Director of Student Affairs,
Chief Business Officer

If Closed Session is not complete by 6:00pm, it will resume immediately following the regular meeting

3. REGULAR SESSION (6:00 pm)

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 of 5/12/21

5.2 Job Descriptions: Health Assistant

5.3 Board Report of Checks: 5/1/21-6/9/21



- 5.4 Acceptance of Resignation of Board Member Fawn Ruby
- 5.5 MOU for Services between CCDS & Nord Country School, Achieve Charter School, Blue Oak Charter School, Sherwood Montessori, CORE Butte, Inspire School of Arts & Sciences, Wildflower Charter School
- 5.6 Employment Contracts: Director of Education, Director of Student Support Services, Director of Student Affairs, Chief Business Officer
- 5.7 EPA Expenditures for 2020/2021
- 5.8 EPA Spending Plan for 2021/2022
- 5.9 Contracts: BCOE; SchoolAbility; Catapult
- 5.10 Application for Funding of 21/22 Federal Funds: Title 1, Part A; Title II, Part A; Title IV Part A
- 5.11 Board Meeting Schedule 21/22
- 5.12 Insurance Contract 2021-2022: CharterSafe Proposal
- 5.13 Adjustment of 21/22 School Calendar: Elimination of minimum day on 1/5/22

6. DISCUSSION/ACTION ITEM

- 6.1 Safe Return to In Person Instruction Plan Public Comments/Plan Approval
- 6.2 Final Local Control Accountability Plan 2021-2022, LCAP Budget Overview for Parents, LCAP/LCP Annual Update
- 6.3 21/22 Original Budget

7. ADJOURNMENT: Adjourn; Next meeting is August 11, 2021

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, or in the Main office prior to the meeting @ 102 W. 11th Street, Chico, CA 95928.



Minutes

CCDS Board of Directors Regular Meeting

Date: Wednesday, May 12, 2021

Time: 5:30 p.m.

Location: Zoom Web Conference

- 1. CALL TO ORDER & ROLL CALL:** Lawrence called meeting to order at 5:30 p.m.
Attendees: Jessika Lawrence, Thang Ho, Jamie Clyde, Michele Mittman. Absent: Fawn Ruby, Nicole Plottel
- 2. CLOSED SESSION (5:30 pm)**
 - 2.1 Public Employee Evaluation**
Per Government Code §54957
Title: Director of Education, Director of Student Affairs, Special Education
Director, Chief Business Officer
- 3. REGULAR SESSION (6:00 pm)**
 - 3.1 Approval of Regular Agenda** – Mittman/Ho to approve. All in favor: Lawrence, Ho, Mittman, Clyde (4-0).
 - 3.2 Report from Closed Session** – Nothing to report.
- 4. PUBLIC COMMENTS CONCERNING ITEMS NOT ON THE AGENDA** – Several parents spoke about a variety of subjects including: kindergarten graduation, parent volunteers, American Holidays and information on how board members are selected.
- 5. CONSENT CALENDAR** – Mittman/Ho to approve. All in favor: Lawrence, Ho, Clyde, Mittman (4-0).
 - 5.1 Minutes from meeting of 2/10/21**
 - 5.2 Job Descriptions: School Social Worker, Intervention Teacher/RTI Coordinator, Enrollment, Outreach & Data Coordinator**
 - 5.3 DARFTS: 2021/22 LCAP and the 2021 LCAP/LCP Annual Update**
 - 5.4 Board Report of Checks 3/2/21-4/30/21**
 - 5.5 Proposition 39: Use of Reserve Proposition 39 Grant Funds on HVAC Units**
 - 5.6 E-Rate: E-Rate Upfront Expenditure for Building Project Network**
 - 5.7 2021-22 Teacher Contract**
 - 5.8 Measure K Request for Furnishings & Equipment**
 - 5.9 Stipends & Substitute Costs 2021-22**
 - 5.10 Acceptance of Resignation of Board Member Nicole Plottel**
- 6. DISCUSSION/ACTION ITEMS**
 - 6.1 Board Resolution In Support of Equity and Anti-Discrimination** – Ho Gave presentation. Mittman/Ho to approve. All in favor: Lawrence, Ho, Clyde, Mittman (4-0).

- 6.2 **Appointment of two Board Members for terms of 2021-2024** – Received seven applications. New Board Members selected – Melissa Pearson and Juni Banerjee-Stevens. Lawrence/Ho to approve. All in favor: Lawrence, Ho, Clyde, Mittman (4-0).
- 6.3 **CCDS Reopening Plan for the 2021-22 School Year** - Mittman/Clyde to approve. All in favor: Lawrence, Ho, Clyde, Mittman (4-0).
- 6.4 **2021/2022 Academic Calendar** - Lawrence/Ho to approve. All in favor: Lawrence, Ho, Clyde, Mittman (4-0).
- 6.5 **2022/2023 Academic Calendar** - Lawrence/Mittman to approve. All in favor: Lawrence, Ho, Clyde, Mittman (4-0).
- 6.6 **Expanded Learning Opportunities Grant Plan** - Ho/Mittman to approve. All in favor: Lawrence, Ho, Clyde, Mittman (4-0).
- 6.7 **Expenditure Plan for In-Person Learning Grant** - Ho/Lawrence to approve. All in favor: Lawrence, Ho, Clyde, Mittman (4-0).
- 6.8 **Salary Schedules for Certificated Staff, Part Time Classified Staff, Full Time Classified Staff, Administrative Staff** - Mittman/Clyde to approve. All in favor: Lawrence, Ho, Clyde, Mittman (4-0).
- 6.9 **Acceptance of Years of Experience for Credentialed Staff** – Clyde/Lawrence to approve with change to: Approval of acceptance of year of experience from 10 years to 14 years.. All in favor: Lawrence, Ho, Clyde, Mittman (4-0).

7. ADJOURNMENT: Lawrence adjourned at 7:48 p.m. Next regular meeting is June 23, 2021

Respectively Submitted,
Margaret Reece



HEALTH ASSISTANT

Definition:

Under general direction, the Health Assistant provides necessary first aid and emergency care to students and school staff and assists the school nurse in caring for the health needs of students; assists in providing health related services including, screening for vision, hearing and general health, as well as performing a variety of clerical duties as required by the student health program.

LICENSE AND CERTIFICATES REQUIRED:

- Possession of a valid and appropriate California Driver's License;
- Possession of a First Aid Certificate
- Possession of a Basic CPR Certificate.

EXAMPLES OF DUTIES:

- Provide first aid care and screens ill or injured students according to established procedures;
- Performs or assists the school nurse with basic nursing care;
- Assists in recording all information pertaining to the health status of students on individual health records;
- Screens student records for proper immunizations;
- Alerts school nurse of needed immunization and maintains communication until records of immunizations are provided;
- Screen students for head lice, and encourage the use of Universal Precautions among students and staff; identify possible chronic health problems and refer to nurse, teacher and other school personnel;
- Set up and maintain first aid kits for class field trips under established guidelines; notify teacher/school nurse of special needs and medications of students going on field trips
- Assists with the preparation and arrangements for vision, hearing, and scoliosis testing procedures;
- Assists in setting up appointments and assisting in physical exams as required by the Department of Health Services;
- Records students test results;
- Schedules follow-up appointments if further testing is required;
- Helps control the spread of contagious diseases by following procedures specified by the school nurse;
- Assists with verification of selected pupil absences by telephone contacts with parents;
- Reads admits students to school who have been out with a communicable disease, length illness, injury or surgery;
- Completes students accident reports;
- Assists in the collection of information as required by the School Nurse regarding State reports on immunizations, vision, hearing and scoliosis testing;
- Administers prescribed medication as ordered by physician and directed by the school nurse;
- Responsible for maintaining and requisitioning first aid and health supplies;



- Provides a wide variety of routine clerical and typing work;
- Maintains health office in a clean and orderly manner;
- May transport students from school to their homes;
- Issued excuses for physical education to students when they are assigned;
- Performs related duties as assigned.

MINIMUM QUALIFICATIONS:

Knowledge of: CPR and First Aid techniques; Health and Safety regulations; school organization, operations, policies, and objectives; modern office practices, procedures, and equipment; Record-keeping techniques; correct English usage, grammar, spelling, punctuation, and vocabulary; oral and written communications skills; interpersonal skills using tact, patience, and courtesy; telephone techniques and etiquette.

Ability to:

Administer first aid to all ill or injured students; Establish and maintain files, reports, and referrals; Work cooperatively with others; Understand and follow oral and written directions; Analyze situations accurately and adopt an effective course of action; Meet schedules and timelines; Maintain record and prepare reports; Work confidentially with discretion; Read, interpret and follow rules, regulations, policies, and procedures; Perform clerical duties such as filing, duplications, typing, and maintaining records; Complete work with many interruptions; Speaking a second language may be required.

Education and Experience:

Any combination equivalent to graduation from high school and one year of clerical experience involving contact with children, preferably with experience in healthcare.

Working Conditions:

School health office; subject of exposure to communicable or infectious diseases and occasional lifting of ill or injured students, equipment, and supplies.

Revised: June 2021

**Memorandum of Understanding between
Achieve Charter School and Chico Country Day School**

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

RECITALS:

- A. Achieve is a charter school authorized by Paradise Unified School District & Chico Unified School District.
- B. CCDS is a charter school authorized by the Chico Unified School District.
- C. Achieve wishes to contract with CCDS for CCDS’s provision of School Nursing services to Achieve 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 Achieve students are provided with nursing services by CCDS. It is agreed that Achieve shall retain all financial and legal responsibilities under the Individuals with Disabilities Education Improvement Act (“IDEA”) and related federal and California laws for Achieve students served by CCDS in accordance with this MOU. Achieve shall remain liable for all complaints, mediations, due process matters and/or other litigation initiated by or on behalf of Achieve students which arise under such laws. CCDS shall only be considered a service provider and not the responsible LEA for any Achieve student and shall incur no costs associated with the provision of these services, all of which shall be paid by Achieve 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 in-service 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 Achieve Obligations

Achieve 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 Achieve buildings as assigned.
- (c) Provide internet data connections in workspaces designated for CCDS personnel at the Achieve site.
- (d) Store confidential health files at the Achieve site.
- (e) Provide nurse with assessment plans upon signature so health and developmental history may be completed.

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 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.

5. Due Process and/or Litigation

Achieve assumes full responsibility for the provision of communication assessments and speech and language therapy services to Achieve students. It shall be the financial and legal responsibility of Achieve 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, Achieve will cooperate in dismissing, with prejudice, CCDS as a party. If Achieve is unable to obtain dismissal of CCDS as a party to a dispute, Achieve shall fully defend and indemnify CCDS in said proceedings in accordance with the Indemnification provision in paragraph 8 below. CCDS shall fully cooperate with Achieve in any legal dispute, including making its employees and documents available.

6. Indemnification

Achieve 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. Achieve shall indemnify CCDS and its Board, officials, employees and agents against any remedies, including compensatory education, reimbursement, money damages, attorney's 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 Achieve in advance for school nursing services on a monthly basis, for 10 months, at the rate of:

- School Nurse:
 - a. 0.12 FTE or the equivalent of 10 hours per month in Chico and 5 hours per month in Paradise based on the employee's position on the CCDS Nursing Salary Schedule. Any additional days of work required by Achieve shall be requested in writing and approved by both Achieve and CCDS administrators. Achieve will be billed at the employee's daily rate, daily benefit costs plus a 2% fee based on the daily amounts.
 - b. Percentage 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 Achieve for any reports and assessments performed by CCDS staff.
- 2% Administrative Fee based upon the salary and benefit rates listed above.

Achieve 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 Achieve 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, 2021 and continue through June 30, 2022.
- (c) CCDS will seek advisement and input from Achieve in regards to periodic program evaluation and evaluating delivery of nursing services. Achieve 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 Achieve 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 Achieve Charter School

Date: _____ By: _____
Achieve Director

On Behalf of Chico Country Day School

Date: _____ By: _____
CCDS Director of Student Support Services

**Memorandum of Understanding between
Inspire School of Arts & Sciences and Chico Country Day School**

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

RECITALS:

- A. Inspire is a charter school authorized by Chico Unified School District..
- B. CCDS is a charter school authorized by the Chico Unified School District.
- C. Inspire wishes to contract with CCDS for CCDS’s provision of School Nursing services to Inspire 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 Inspire students are provided with nursing services by CCDS. It is agreed that Inspire shall retain all financial and legal responsibilities under the Individuals with Disabilities Education Improvement Act (“IDEA”) and related federal and California laws for Inspire students served by CCDS in accordance with this MOU. Inspire shall remain liable for all complaints, mediations, due process matters and/or other litigation initiated by or on behalf of Inspire students which arise under such laws. CCDS shall only be considered a service provider and not the responsible LEA for any Inspire student and shall incur no costs associated with the provision of these services, all of which shall be paid by Inspire 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 in-service 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 Inspire Obligations

Inspire 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 Inspire buildings as assigned.
- (c) Provide internet data connections in workspaces designated for CCDS personnel at the Inspire site.
- (d) Store confidential health files at the Inspire 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 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.

5. Due Process and/or Litigation

Inspire assumes full responsibility for the provision of communication assessments and speech and language therapy services to Inspire students. It shall be the financial and legal responsibility of Inspire 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, Inspire will cooperate in dismissing, with prejudice, CCDS as a party. If Inspire is unable to obtain dismissal of CCDS as a party to a dispute, Inspire shall fully defend and indemnify CCDS in said proceedings in accordance with the Indemnification provision in paragraph 8 below. CCDS shall fully cooperate with Inspire in any legal dispute, including making its employees and documents available.

6. Indemnification

Inspire 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. Inspire shall indemnify CCDS and its Board, officials, employees and agents against any remedies, including compensatory education, reimbursement, money damages, attorney's 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 Inspire in advance for school nursing services on a monthly basis, for 10 months, at the rate of:

- School Nurse:
 - a. 0.20 FTE or equivalent of 38 days based on the employee's position on the CCDS Nursing Salary Schedule. Any additional days of work required by Inspire shall be requested in writing and approved by both Inspire and CCDS administrators. Inspire 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 Inspire for any reports and assessments performed by CCDS staff.

- 2% Administrative Fee based upon the salary and benefit rates listed above.

Inspire 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 Inspire 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, 2021 and continue through June 30, 2022.
- (c) CCDS will seek advisement and input from Inspire in regards to periodic program evaluation and evaluating delivery of nursing services. Inspire 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 Inspire 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 Inspire School of Arts & Sciences

Date: _____ By: _____
Inspire Director

On Behalf of Chico Country Day School

Date: _____ By: _____
CCDS Director of Student Support Services

**Memorandum of Understanding between
Sherwood Montessori and Chico Country Day School**

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

RECITALS:

- A. Sherwood is a charter school authorized by Chico Unified School District.
- B. CCDS is a charter school authorized by the Chico Unified School District.
- C. Sherwood wishes to contract with CCDS for CCDS’s provision of School Nursing services to Sherwood 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 Sherwood students are provided with nursing services by CCDS. It is agreed that Sherwood shall retain all financial and legal responsibilities under the Individuals with Disabilities Education Improvement Act (“IDEA”) and related federal and California laws for Sherwood students served by CCDS in accordance with this MOU. Sherwood shall remain liable for all complaints, mediations, due process matters and/or other litigation initiated by or on behalf of Sherwood students which arise under such laws. CCDS shall only be considered a service provider and not the responsible LEA for any Sherwood student and shall incur no costs associated with the provision of these services, all of which shall be paid by Sherwood 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 in-service 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 Sherwood Obligations

Sherwood 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 Sherwood buildings as assigned.
- (c) Provide internet data connections in workspaces designated for CCDS personnel at the Sherwood site.
- (d) Store confidential health files at the Sherwood site.
- (e) Provide nurse with assessment plans upon signature so health and developmental history may be completed.

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 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.

5. Due Process and/or Litigation

Sherwood assumes full responsibility for the provision of communication assessments and speech and language therapy services to Sherwood students. It shall be the financial and legal responsibility of Sherwood 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, Sherwood will cooperate in dismissing, with prejudice, CCDS as a party. If Sherwood is unable to obtain dismissal of CCDS as a party to a dispute, Sherwood shall fully defend and indemnify CCDS in said proceedings in accordance with the Indemnification provision in paragraph 8 below. CCDS shall fully cooperate with Sherwood in any legal dispute, including making its employees and documents available.

6. Indemnification

Sherwood 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. Sherwood shall indemnify CCDS and its Board, officials, employees and agents against any remedies, including compensatory education, reimbursement, money damages, attorney's 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 Sherwood 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 38 days based on the employee's position on the CCDS Nursing Salary Schedule. Any additional days of work required by Sherwood shall be requested in writing and approved by both Sherwood and CCDS administrators. Sherwood will be billed at the employee's daily rate, daily benefit costs plus a 2% fee based on the daily amounts.
 - b. Ten percent (10%) 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 Sherwood for any reports and assessments performed by CCDS staff.
- 2% Administrative Fee based upon the salary and benefit rates listed above.

Sherwood 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 Sherwood 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, 2021 and continue through June 30, 2022.
- (c) CCDS will seek advisement and input from Sherwood in regards to periodic program evaluation and evaluating delivery of nursing services. Sherwood 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 Sherwood 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 Sherwood Montessori

Date: _____ By: _____
Sherwood Director

On Behalf of Chico Country Day School

Date: _____ By: _____
CCDS Director of Student Support Services

**Memorandum of Understanding between
CORE Butte Charter School and Chico Country Day School**

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

RECITALS:

- A. CORE is a charter school authorized by Butte County Office of Education (BCOE).
- B. CCDS is a charter school authorized by the Chico Unified School District.
- C. CORE wishes to contract with CCDS for CCDS’s provision of School Nursing services to CORE 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 CORE students are provided with nursing services by CCDS. It is agreed that CORE shall retain all financial and legal responsibilities under the Individuals with Disabilities Education Improvement Act (“IDEA”) and related federal and California laws for CORE students served by CCDS in accordance with this MOU. CORE shall remain liable for all complaints, mediations, due process matters and/or other litigation initiated by or on behalf of CORE students which arise under such laws. CCDS shall only be considered a service provider and not the responsible LEA for any CORE student and shall incur no costs associated with the provision of these services, all of which shall be paid by CORE 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 CORE Obligations

CORE 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 CORE buildings as assigned.
- (c) Provide internet data connections in workspaces designated for CCDS personnel at the CORE site.
- (d) Store confidential health files at the CORE site.
- (e) Provide nurse with assessment plans upon signature so health and developmental history may be completed.

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 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.

5. Due Process and/or Litigation

CORE assumes full responsibility for the provision of communication assessments and speech and language therapy services to CORE students. It shall be the financial and legal responsibility of CORE 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, CORE will cooperate in dismissing, with prejudice, CCDS as a party. If CORE is unable to obtain dismissal of CCDS as a party to a dispute, CORE shall fully defend and indemnify CCDS in said proceedings in accordance with the Indemnification provision in paragraph 8 below. CCDS shall fully cooperate with CORE in any legal dispute, including making its employees and documents available.

6. Indemnification

CORE 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. CORE 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 CORE in advance for school nursing services on a monthly basis, for 10 months, at the rate of:

- School Nurse:
 - a. 0.20 FTE or equivalent of 38 days based on the employee's position on the CCDS Nursing Salary Schedule. Any additional days of work required by CORE shall be requested in writing and approved by both CORE and CCDS administrators. CORE 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 CORE for any reports and assessments performed by CCDS staff.
- 2% Administrative Fee based upon the salary and benefit rates listed above.

CORE 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 CORE 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, 2021 and continue through June 30, 2022.
- (c) CCDS will seek advisement and input from CORE in regards to periodic program evaluation and evaluating delivery of nursing services. CORE 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 CORE 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 CORE Butte Charter School

Date: _____ By: _____

CORE Director

On Behalf of Chico Country Day School

Date: _____ By: _____

CCDS Director of Student Support Services

**Special Education 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, 2021 and continue through June 30, 2022.
- (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

On Behalf of Chico Country Day School

Date: _____ By: _____

CCDS Special Education Director

**Memorandum of Understanding between
Blue Oak Charter School and Chico Country Day School**

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

RECITALS:

- A. BLUE OAK is a charter school authorized by Chico Unified School District. (CUSD).
- B. CCDS is a charter school authorized by the Chico Unified School District.
- C. BLUE OAK wishes to contract with CCDS for CCDS’s provision of School Nursing services to BLUE OAK 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 BLUE OAK students are provided with nursing services by CCDS. It is agreed that BLUE OAK shall retain all financial and legal responsibilities under the Individuals with Disabilities Education Improvement Act (“IDEA”) and related federal and California laws for BLUE OAK students served by CCDS in accordance with this MOU. BLUE OAK shall remain liable for all complaints, mediations, due process matters and/or other litigation initiated by or on behalf of BLUE OAK students which arise under such laws. CCDS shall only be considered a service provider and not the responsible LEA for any BLUE OAK student and shall incur no costs associated with the provision of these services, all of which shall be paid by BLUE OAK 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 in-service 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 BLUE OAK Obligations

BLUE OAK 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 BLUE OAK buildings as assigned.
- (c) Provide internet data connections in workspaces designated for CCDS personnel at the BLUE OAK site.
- (d) Store confidential health files at the BLUE OAK 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 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.

5. Due Process and/or Litigation

BLUE OAK assumes full responsibility for the provision of communication assessments and speech and language therapy services to BLUE OAK students. It shall be the financial and legal responsibility of BLUE OAK 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, BLUE OAK will cooperate in dismissing, with prejudice, CCDS as a party. If BLUE OAK is unable to obtain dismissal of CCDS as a party to a dispute, BLUE OAK shall fully defend and indemnify CCDS in said proceedings in accordance with the Indemnification provision in paragraph 8 below. CCDS shall fully cooperate with BLUE OAK in any legal dispute, including making its employees and documents available.

6. Indemnification

BLUE OAK 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. BLUE OAK 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 BLUE OAK in advance for school nursing services on a monthly basis, for 10 months, at the rate of:

- School Nurse:
 - a. 0.20 FTE or equivalent of 38 days based on the employee's position on the CCDS Nursing Salary Schedule. Any additional days of work required by BLUE OAK shall be requested in writing and approved by both BLUE OAK and CCDS administrators. BLUE OAK 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 BLUE OAK for any reports and assessments performed by CCDS staff.

- 2% Administrative Fee based upon the salary and benefit rates listed above.

BLUE OAK 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 BLUE OAK 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, 2021 and continue through June 30, 2022.
- (c) CCDS will seek advisement and input from BLUE OAK in regards to periodic program evaluation and evaluating delivery of nursing services. BLUE OAK 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 BLUE OAK 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 Blue Oak Charter School

Date: _____ By: _____
BLUE OAK Director

On Behalf of Chico Country Day School

Date: _____ By: _____

CCDS Director of Student Support Services

2021-2022 EMPLOYMENT AGREEMENT

Director of Education

This **EMPLOYMENT AGREEMENT** the (“Agreement”) is entered into by and between **Wendy Fairon**, the (“Employee”) and **Chico Country Day School** the (“School”), a California Nonprofit Public Benefit Corporation.

A. Recitals

1. The School desires to secure the services of Employee as Director of Education and to provide certain benefits, to establish certain conditions of employment, and to set working conditions for employee; and
2. Employee desires to perform such services for the School, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises 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 Education for the School and will perform the duties set forth on the job description attached as Exhibit “A” as well as any tasks reasonably assigned by the Board of Directors of the School (“Board”). 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 shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the School.

Employee shall inform the School in writing when he or she accepts outside employment. Such notice shall include written assurances that Employee’s outside employment shall not interfere with his or her duties. The School will then determine if a potential or actual conflict of interest exists.

2. Term

Subject to the terms and conditions of this Agreement, the School hereby agrees to employ Employee, and Employee hereby accepts employment by the School, for the period from July 1, 2021 to June 30, 2022 (the “Term”) unless terminated earlier pursuant to Paragraph 9.

3. Work Days & Hours

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. Employee’s work hours may or may not exceed forty hours per week. The Employee will work a total of 212 days per academic year. Employee will be an exempt employee and will not be eligible for overtime.

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/year + MA for the terms of this contract less applicable withholding and authorized deductions. Salary will be paid bi-monthly over the Term beginning with the first pay period following the first day of the Term. School shall not, during the term of the agreement reduce the salary and/or other benefits of Employee as provided herein. Salary will be reviewed once per year, and nothing in this contract shall prevent the Board from increasing the annual salary to reward performance or provide a COLA increase. The salary is based on the Administrative Contract Salary Scale, Step 6 with a Master's Degree salary and shall be implemented upon approval of the Board.

5. Employee Benefits

Employee will be entitled 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 after meeting with and agreeing with Employee and modified by the School. These include, but are not limited to, holidays, retirement and health and welfare benefits as is provided to School employees as of the time the Parties entered into this Agreement.

6. Leave

a. Sick Leave

Employee shall earn one day paid sick leave for each month of employment up to a maximum of twelve (12). Accrual commences on Employee's first day of employment and continues during the Term. Requests for and use of sick leave shall be governed by the School's policies then in effect. There shall be no cap on accrual of sick leave. Sick leave will not be paid out on termination.

b. Vacation

In accordance with the CCDS Personnel Policies, Employee shall accrue fifteen (15) days or 120 hours of paid vacation leave during the Term. Accrual commences on Employee's first day of employment and continues during the Term. Employee will continue to accrue vacation leave up to a maximum of 180 hours of leave. Employee may take vacation only after it has accrued. Employee shall make all requests for vacation leave in accordance with Employer's policies in effect at that time. Employee's requests for vacation time are subject to Employer's needs.

c. Holidays

Employee shall be entitled to paid holidays as set forth in the School's employee handbook and as designated in the School's academic calendar, not including the summer break. Employee shall not be eligible for holiday pay unless Employee works on the last work day prior to the holiday and the first work day following the holiday. For purposes of determining eligibility for holiday pay only, taking a pre-approved day of paid vacation leave shall be the same as working.

7. Confidential Information

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.

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, 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.

Materials developed by Employee for purposes of his or her employment at the School shall be the property of the School

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, or benefits information.

8. Supervision/Evaluation

The Employee will be supervised in her employment by the 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 by the Board to evaluate Employee will not prevent the School from terminating Employee's employment pursuant to paragraph 2. Any evaluation shall be in writing and Employee shall have a reasonable opportunity to discuss her evaluation with the Board.

If desired, the Board and Employee may define the criteria they determine necessary for the proper operation of the School and the attainment of the School's goals and objectives and may further establish a relative priority among them. Any such goals and objectives shall be reduced to writing. Any such goals and objectives shall be reasonably attainable within the time and budgetary resources allocated to employee to achieve them.

9. Professional Memberships

The Board 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 the Board.

10. 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.

11. Termination of Agreement/Employment

- d. Mutual Agreement of the Parties. This Agreement may be terminated at any time by mutual consent for any reason upon written agreement signed by the parties.
- e. 30 Days Written Notice. Either Employee or the School may terminate this Agreement by giving thirty (30) days written notice to the other party.
 - i. Should Employee give notice pursuant to this section, the School has the option of accepting Employee's resignation effective immediately.
 - ii. The School has the option of terminating this Agreement immediately in exchange for paying Employee an amount equal to one month's pay in lieu of the notice period.
- f. Termination For Cause.
 - i. 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) for cause during the term of this Agreement. "Cause" shall include, but is not limited to, breach of this Agreement; violation of the School's policies or practices; endangerment of a student; any of the causes listed in Education Code sections 44836, 44837, 44932 and 44933; the Employee's failure to perform his or her duties.
 - ii. The School shall not terminate this Agreement pursuant to this paragraph 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 (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 ten (10) 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. 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.
- g. Death of Employee. The death of the Employee shall terminate this Agreement and all rights entitled under this Agreement.
- h. 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 Sections c or d above.

3. Renewal of Agreement

On or before May 1, 2022, 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, 2022, 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, 2022 and thereafter, Employee shall be employed on an at-will basis at the same rate of compensation.

4. 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, the Employee is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

C. General Provisions

1. Entire Agreement

This Agreement sets forth the entire understanding of the parties hereto with respect to its subject matter, merges and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter, and shall not be modified or terminated except by another agreement in writing executed by the School and Employee. The Agreement shall not be modified without the written consent of both Employee and School.

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.

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

Neither party shall have the right to assign this personal Agreement, or any rights or obligations hereunder, without the consent of the other party.

5. Execution of Counterparts.

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.

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.

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 Signature: _____ **Date:** _____

Approved by the Board:

Date: _____

Chico Country Day Charter School Board of Directors



2021-2022 EMPLOYMENT AGREEMENT

CHIEF BUSINESS OFFICER

This **EMPLOYMENT AGREEMENT** the (“Agreement”) is entered into by and between **MARGARET REECE**, the (“Employee”) and **Chico Country Day School** (the “School”), a California Nonprofit Public Benefit Corporation.

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; and
2. Employee desires to perform such services for the School, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises 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 reasonably assigned by the Board of Directors of the School (“Board”). 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 shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the School.

Employee shall inform the School in writing if he or she accepts outside employment. Such notice shall include written assurances that Employee’s outside employment shall not interfere with his or her duties. The School will then determine if a potential or actual conflict of interest exists.

2. Term

Subject to the terms and conditions of this Agreement, the School hereby agrees to employ Employee, and Employee hereby accepts employment by the School, for



the period from July 1, 2021 to June 30, 2022 (the “Term”) unless terminated earlier pursuant to Paragraph 11. During the Term, Employee shall work a minimum of 205 days.

3. Work Days & Hours

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. Employee’s work hours may or may not exceed forty hours per week. Employee shall work 212 days within a calendar year. Employee will be an exempt employee and will not be eligible for overtime.

4. Compensation

In consideration for the services to be rendered under this Agreement, the School will pay Employee a gross annual salary of \$121,746/year for the terms of this contract less applicable withholding and authorized deductions. Salary will be paid bi-monthly over the Term beginning with the first pay period following the first day of the Term. School shall not, during the term of the agreement reduce the salary and/or other benefits of Employee as provided herein. Salary will be reviewed once per year, and nothing in this contract shall prevent the Board from increasing the annual salary to reward performance or provide a COLA increase. Salary is based on the Administrative Contract Salary Scale, Step 19 with a Master’s Degree.

5. Employee Benefits

Employee will be entitled 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 after meeting with and agreeing with Employee and modified by the School. These include, but are not limited to, holidays, retirement and health and welfare benefits as is provided to School employees as of the time the Parties entered into this Agreement. During the Term of this Agreement, the School shall make employee’s contributions to the California State Public Employee’s Retirement System (CalPERS).

6. Leave

a. Sick Leave

Employee shall earn one day of paid sick leave for each month of employment up to a maximum of twelve (12) days. Accrual commences on Employee’s first day of employment and continues during the Term. Requests for and use of sick leave shall be governed by the School’s policies then in effect. There shall be no cap on accrual of sick leave. Sick leave will not be paid out on termination.



b. Vacation

In accordance with the CCDS Personnel Policies, Employee shall accrue twenty-four (24) days or 192 hours of paid vacation leave during the Term. Accrual commences on Employee's first day of employment and continues during the Term. Employee will continue to accrue vacation leave in accordance with the CCDS Personnel Policies, up to a maximum of 288 hours. Employee may take vacation only after it has accrued. Employee shall make all requests for vacation leave in accordance with Employer's policies in effect at that time. Employee's requests for vacation time are subject to Employer's needs.

c. Holidays

Employee shall be entitled to paid holidays as set forth in the School's employee handbook and as designated in the School's academic calendar, not including the summer break. Employee shall not be eligible for holiday pay unless Employee works on the last work day prior to the holiday and the first work day following the holiday. For purposes of determining eligibility for holiday pay only, taking a pre-approved day of paid vacation leave shall be the same as working.

7. Confidential Information

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.

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, 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.

Materials developed by Employee for purposes of his or her employment at the School shall be the property of the School

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, or benefits information.

8. Evaluation

The Employee will be supervised in her employment by the 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 by the Board to evaluate Employee will not prevent the School from terminating Employee's employment pursuant to paragraph 11. Any evaluation shall be in writing and Employee shall have a reasonable opportunity to discuss her evaluation with the Board.

If desired, the Board and Employee may define the criteria they determine necessary for the proper operation of the School and the attainment of the School's goals and objectives and may further establish a relative priority among them. Any such goals and objectives shall be reduced to writing. Any such goals and objectives shall be reasonably attainable within the time and budgetary resources allocated to employee to achieve them.

9. Professional Memberships

The Board 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 the Board.

10. 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.

11. Termination of Agreement/Employment

a. Mutual Agreement of the Parties. This Agreement may be terminated at any time by mutual consent for any reason upon written agreement signed by 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.
- (1) Should Employee give notice pursuant to this section, the School has the option of accepting Employee's resignation effective immediately.
 - (2) The School has the option of terminating this Agreement immediately in exchange for paying Employee an amount equal to one month's pay in lieu of the notice period.
- 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) for cause during the term of this Agreement. "Cause" shall include, but is not limited to, breach of this Agreement; violation of the School's policies or practices; endangerment of a student; any of the causes listed in Education Code sections 44836, 44837, 44932 and 44933; the Employee's failure to perform his or her duties.
 - (2) The School shall not terminate this Agreement pursuant to this paragraph 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 (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 ten (10) 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. 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. 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 Sections c or d above.

12. Renewal of Agreement

On or before May 1, 2022, 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, 2021, 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, 2021 and thereafter, Employee shall be employed on an at-will basis at the same rate of compensation.

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, the Employee is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

C. General Provisions

1. Entire Agreement

This Agreement sets forth the entire understanding of the parties hereto with respect to its subject matter, merges and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter, and shall not be modified or terminated except by another agreement in writing executed by the School and Employee. The Agreement shall not be modified without the written consent of both Employee and School.

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.

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

Neither party shall have the right to assign this personal Agreement, or any rights or obligations hereunder, without the consent of the other party.

5. Execution in Counterparts

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.

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.



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. 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 Signature: _____ **Date:** _____

Approved by the Board:

Date: _____

Chico Country Day Charter School Board of Directors



EXHIBIT A



2021-2022 EMPLOYMENT AGREEMENT

Director of Student Support Services

This **EMPLOYMENT AGREEMENT** the (“Agreement”) is entered into by and between **Amie Parent**, the (“Employee”) and **Chico Country Day School** the (“School”), a California Nonprofit Public Benefit Corporation.

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; and
2. Employee desires to perform such services for the School, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises 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 reasonably assigned by the Board of Directors of the School (“Board”). 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 shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the School.

Employee shall inform the School in writing when he or she accepts outside employment. Such notice shall include written assurances that Employee’s outside employment shall not interfere with his or her duties. The School will then determine if a potential or actual conflict of interest exists.

2. Term

Subject to the terms and conditions of this Agreement, the School hereby agrees to employ Employee, and Employee hereby accepts employment by the School, for the period from July 1, 2021 to June 30, 2022 (the “Term”) unless terminated earlier pursuant to Paragraph 9.



3. Work Days & Hours

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. Employee's work hours may or may not exceed forty hours per week. The Employee will work a total of 212 days per academic year. Employee will be an exempt employee and will not be eligible for overtime.

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/year + MA for the terms of this contract less applicable withholding and authorized deductions. Salary will be paid bi-monthly over the Term beginning with the first pay period following the first day of the Term. School shall not, during the term of the agreement reduce the salary and/or other benefits of Employee as provided herein. Salary will be reviewed once per year, and nothing in this contract shall prevent the Board from increasing the annual salary to reward performance or provide a COLA increase. The salary is based on the Administrative Contract Salary Scale, Step 6 with a Masters Degree.

5. Employee Benefits

Employee will be entitled 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 after meeting with and agreeing with Employee and modified by the School. These include, but are not limited to, holidays, retirement and health and welfare benefits as is provided to School employees as of the time the Parties entered into this Agreement.

6. Leave

a. Sick Leave

Employee shall earn one day paid sick leave for each month of employment up to a maximum of twelve (12). Accrual commences on Employee's first day of employment and continues during the Term. Requests for and use of sick leave shall be governed by the School's policies then in effect. There shall be no cap on accrual of sick leave. Sick leave will not be paid out on termination.

b. Vacation

In accordance with the CCDS Personnel Policies, Employee shall accrue fifteen (15) days or 120 hours of paid vacation leave during the Term. Accrual commences on Employee's first day of employment and continues during the Term. Employee will continue to accrue vacation leave up to a maximum of 180 hours of leave. After the Employee accrues 180 hours of vacation, no more vacation shall accrue until some vacation time is taken. Employee may take vacation only after it has accrued. Employee shall make all requests for vacation leave in accordance with Employer's policies in effect at that time. Employee's requests for vacation time are subject to Employer's needs.



c. Holidays

Employee shall be entitled to paid holidays as set forth in the School's employee handbook and as designated in the School's academic calendar, not including the summer break. Employee shall not be eligible for holiday pay unless Employee works on the last work day prior to the holiday and the first work day following the holiday. For purposes of determining eligibility for holiday pay only, taking a pre-approved day of paid vacation leave shall be the same as working.

7. Confidential Information

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.

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, 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.

Materials developed by Employee for purposes of his or her employment at the School shall be the property of the School

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, or benefits information.

8. Supervision/Evaluation

The Employee will be supervised in her employment by the 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 by the Board to evaluate Employee will not prevent the School from terminating Employee's employment pursuant to paragraph 2. Any evaluation shall be in writing and Employee shall have a reasonable opportunity to discuss her evaluation with the Board.

If desired, the Board and Employee may define the criteria they determine necessary for the proper operation of the School and the attainment of the School's goals and objectives and may further establish a relative priority among them. Any such goals and objectives shall be reduced to writing. Any such goals and objectives shall be reasonably



attainable within the time and budgetary resources allocated to employee to achieve them.

9. Professional Memberships

The Board 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 the Board.

10. 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.

11. Termination of Agreement/Employment

- d. Mutual Agreement of the Parties. This Agreement may be terminated at any time by mutual consent for any reason upon written agreement signed by the parties.
- e. 30 Days Written Notice. Either Employee or the School may terminate this Agreement by giving thirty (30) days written notice to the other party.
 - i. Should Employee give notice pursuant to this section, the School has the option of accepting Employee's resignation effective immediately.
 - ii. The School has the option of terminating this Agreement immediately in exchange for paying Employee an amount equal to one month's pay in lieu of the notice period.
- f. Termination For Cause.
 - i. 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) for cause during the term of this Agreement. "Cause" shall include, but is not limited to, breach of this Agreement; violation of the School's policies or practices; endangerment of a student; any of the causes



listed in Education Code sections 44836, 44837, 44932 and 44933; the Employee's failure to perform his or her duties.

- ii. The School shall not terminate this Agreement pursuant to this paragraph 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 (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 ten (10) 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. 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.

- g. Death of Employee. The death of the Employee shall terminate this Agreement and all rights entitled under this Agreement.
- h. 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 Sections c or d above.

3. Renewal of Agreement

On or before May 1, 2022, 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, 2022, 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, 2022 and thereafter, Employee shall be employed on an at-will basis at the same rate of compensation.

4. 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, the Employee is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

C. General Provisions

1. Entire Agreement

This Agreement sets forth the entire understanding of the parties hereto with respect to its subject matter, merges and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter, and shall not be modified or terminated except by another agreement in writing executed by the School and Employee. The Agreement shall not be modified without the written consent of both Employee and School.

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.

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

Neither party shall have the right to assign this personal Agreement, or any rights or obligations hereunder, without the consent of the other party.

5. Execution of Counterparts.

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.

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.

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 Signature: _____ **Date:** _____

Approved by the Board:

Date: _____
Chico Country Day Charter School Board of Directors





2021-2022 EMPLOYMENT AGREEMENT

Director of Student Affairs

This **EMPLOYMENT AGREEMENT** the (“Agreement”) is entered into by and between **Claudia Trout**, the (“Employee”) and **Chico Country Day School** the (“School”), a California Nonprofit Public Benefit Corporation.

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; and
2. Employee desires to perform such services for the School, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises 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 and will perform the duties set forth on the job description attached as Exhibit “A” as well as any tasks reasonably assigned by the Board of Directors of the School (“Board”). 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 shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the School.

Employee shall inform the School in writing when he or she accepts outside employment. Such notice shall include written assurances that Employee’s outside employment shall not interfere with his or her duties. The School will then determine if a potential or actual conflict of interest exists.

2. Term

Subject to the terms and conditions of this Agreement, the School hereby agrees to employ Employee, and Employee hereby accepts employment by the School, for the period from July 1, 2021 to June 30, 2022 (the “Term”) unless terminated earlier pursuant to Paragraph 9.

3. Work Days & Hours

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. Employee's work hours may or may not exceed forty hours per week. The Employee will work a total of 212 days per academic year. Employee will be an exempt employee and will not be eligible for overtime.

4. Compensation

In consideration for the services to be rendered under this Agreement, the School will pay Employee a gross annual salary of \$104,088 per year for the terms of this contract less applicable withholding and authorized deductions. Salary will be paid bi-monthly over the Term beginning with the first pay period following the first day of the Term. School shall not, during the term of the agreement reduce the salary and/or other benefits of Employee as provided herein. Salary will be reviewed once per year, and nothing in this contract shall prevent the Board from increasing the annual salary to reward performance or provide a COLA increase. The salary is based on the Administrative Contract Salary Scale, Step 3.

5. Employee Benefits

Employee will be entitled 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 after meeting with and agreeing with Employee and modified by the School. These include, but are not limited to, holidays, retirement and health and welfare benefits as is provided to School employees as of the time the Parties entered into this Agreement.

6. Leave

a. Sick Leave

Employee shall earn one day paid sick leave for each month of employment up to a maximum of twelve (12). Accrual commences on Employee's first day of employment and continues during the Term. Requests for and use of sick leave shall be governed by the School's policies then in effect. There shall be no cap on accrual of sick leave. Sick leave will not be paid out on termination.

b. Vacation

In accordance with the CCDS Personnel Policies, employee shall accrue twelve (12) days or 96 hours of paid vacation leave during the Term. Accrual commences on Employee's first day of employment and continues during the Term. Employee will continue to accrue vacation leave up to a maximum of 144 hours of leave. After the Employee accrues 144 hours of vacation, no more vacation shall accrue until some vacation time is taken. Employee may take vacation only after it has accrued. Employee shall make all requests for vacation leave in accordance with Employer's policies in effect at that time. Employee's requests for vacation time are subject to Employer's needs.



c. Holidays

Employee shall be entitled to paid holidays as set forth in the School's employee handbook and as designated in the School's academic calendar, not including the summer break. Employee shall not be eligible for holiday pay unless Employee works on the last work day prior to the holiday and the first work day following the holiday. For purposes of determining eligibility for holiday pay only, taking a pre-approved day of paid vacation leave shall be the same as working.

7. Confidential Information

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.

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, 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.

Materials developed by Employee for purposes of his or her employment at the School shall be the property of the School

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, or benefits information.

8. Supervision/Evaluation

The Employee will be supervised in her employment by the 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 by the Board to evaluate Employee will not prevent the School from terminating Employee's employment pursuant to paragraph 2. Any evaluation shall be in writing and Employee shall have a reasonable opportunity to discuss her evaluation with the Board.

If desired, the Board and Employee may define the criteria they determine necessary for the proper operation of the School and the attainment of the School's goals and objectives and may further establish a relative priority among them. Any such goals and objectives shall be reduced to writing. Any such goals and objectives shall be reasonably



attainable within the time and budgetary resources allocated to employee to achieve them.

9. Professional Memberships

The Board 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 the Board.

10. 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.

11. Termination of Agreement/Employment

- d. Mutual Agreement of the Parties. This Agreement may be terminated at any time by mutual consent for any reason upon written agreement signed by the parties.
- e. 30 Days Written Notice. Either Employee or the School may terminate this Agreement by giving thirty (30) days written notice to the other party.
- i. Should Employee give notice pursuant to this section, the School has the option of accepting Employee's resignation effective immediately.
 - ii. The School has the option of terminating this Agreement immediately in exchange for paying Employee an amount equal to one month's pay in lieu of the notice period.
- f. Termination For Cause.
- i. 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) for cause during the term of this Agreement. "Cause" shall include, but is not limited to, breach of this Agreement; violation of the School's policies or practices; endangerment of a student; any of the causes



listed in Education Code sections 44836, 44837, 44932 and 44933; the Employee's failure to perform his or her duties.

- ii. The School shall not terminate this Agreement pursuant to this paragraph 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 (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 ten (10) 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. 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.

- g. Death of Employee. The death of the Employee shall terminate this Agreement and all rights entitled under this Agreement.
- h. 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 Sections c or d above.

3. Renewal of Agreement

On or before May 1, 2022, 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, 2022, 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, 2022 and thereafter, Employee shall be employed on an at-will basis at the same rate of compensation.

4. 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, the Employee is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

C. General Provisions

1. Entire Agreement

This Agreement sets forth the entire understanding of the parties hereto with respect to its subject matter, merges and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter, and shall not be modified or terminated except by another agreement in writing executed by the School and Employee. The Agreement shall not be modified without the written consent of both Employee and School.

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.

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

Neither party shall have the right to assign this personal Agreement, or any rights or obligations hereunder, without the consent of the other party.

5. Execution of Counterparts.

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.

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.

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 Signature: _____ **Date:** _____

Approved by the Board:

Date: _____

Chico Country Day Charter School Board of Director



Chico Country Day School
2020-2021 Education Protection Account (EPA)
Final Program Expenditure Detail

Final Expenditures through June 30, 2021

Description	Account Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	
Revenue Limit Sources	8010-8099	\$1,067,686.00
Federal Revenue	8100-8299	
Other State Revenue	8300-8599	
Other Local Revenue	8600-8799	
All Other Financing Sources and Contributions	8900-8999	
TOTAL AVAILABLE		\$1,067,686.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Instruction	1000-1999	\$1,067,686.00
Instruction-Related Services		\$0.00
Library,Media Technology	1218	\$0.00
Other Instructional Resources		\$0.00
Pupil Services		
Pyschological Services	1212	\$0.00
Health Services	1226	\$0.00
Other Pupil Services	1220	\$0.00
Ancillary Services	2340	\$0.00
Community Services	2360	\$0.00
Enterprise		\$0.00
General administration		\$0.00
Plant Services	2340	\$0.00
Other Outgo		\$0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		\$1,067,686.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		\$0.00

Chico Country Day School
2021-22 Education Protection Account (EPA) Spending Plan

Proposition 30, *The Schools and Local Public Safety Protection Act of 2012*, approved by the voters on November 6, 2012, temporarily increases the states sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers.

The new revenues generated from Proposition 30 are deposited into a newly created state account called the Education Protection Account (EPA). School districts, county offices of education, and charter schools (LEAs) will receive funds from the EPA based on their proportionate share of the statewide revenue limit amount. A corresponding reduction is made to an LEA's revenue limit EPA entitlement. LEAs will receive EPA payments quarterly.

Proposition 30 provides that all K-14 local agencies have the sole authority to determine how the funds received from the EPA are spent, but with these provisions:

The spending plan must be approved by the governing board during a public meeting. EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs. Refer to the attached list of functions for which EPA funds may be used. Each year, the local agency must publish on its website an accounting of how much money was received from the EPA and how the funds were expended.

Chico Country Day School estimated 2021-2022 EPA Entitlement: \$1,065,072

It is proposed that EPA funds be used to cover salary and benefit costs of non-administrative certificated and classified staff. The percentage of funds used per group is determined by their share of costs to the general fund.

Group	Percentage of GF Cost per Group	Percentage to be applied to EPA funds	Amount
Certificated	74%	100%	\$723,564
Classified	20%	0%	\$0
Administration	6%	not eligible	not eligible
Total		100	\$1,065,072

Certificated Positions			
Position	Number of Employees	Account Code	Estimated Cost
Classroom Teachers	up to 12	1110	\$1,065,072
Total	up to 12		\$1,065,072

**INDEPENDENT CONSULTANT AGREEMENT
FOR SPECIAL SERVICES TO BE PROVIDED BY BCOE**

This Independent Consultant Agreement for Special Services ("Agreement") is made as of March 1st, 2021, between the Butte County Office of Education ("BCOE") and Chico Country Day School ("Client") (together, "Parties").

WHEREAS, the Client is authorized to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if those persons are specially trained and competent to perform the special services required, and the Client has determined the BCOE to be specially trained and competent to perform the special services required under this Agreement.

1. **Services.** The BCOE shall furnish to the Client the services as described in EXHIBIT "A" attached hereto and incorporated herein by this reference ("Services").
2. **Term.** BCOE shall commence providing Services under this Agreement upon execution of the Agreement by both parties, and will diligently perform such Services as required. The term for Services and schedule to provide Services shall be in accordance with the schedule included in EXHIBIT "B";
3. **Compensation.** BCOE compensation from the Client shall be as set forth in EXHIBIT "B" as the proposed fee for Services.
4. **Expenses.** BCOE shall be paid any additional costs or expenses incurred by BCOE in performing Services for Client.
5. **Independent Contractor.** BCOE, in the performance of this Agreement, shall be and act as an independent contractor.
6. **Materials.** Client shall furnish, and pay for all labor, materials, equipment, supplies and other items necessary for BCOE to complete the Services to be provided pursuant to this Agreement.
7. **Termination.** BCOE may, at any time, with or without reason, terminate this Agreement with thirty (30) days written notice, and be compensated by Client for Services rendered up to the date of termination (i.e., BCOE will be compensated by Client for Services completed to date as a pro-rata amount of the full fees, costs, and expenses).
8. **Indemnification.** To the furthest extent permitted by California law, Client shall, at its sole expense, defend, indemnify, and hold harmless the BCOE, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Client under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The BCOE shall have the right to accept or reject any legal representation that Client proposes to defend the indemnified parties.

9. **Insurance.**

9.1. The BCOE shall procure and maintain at all times it performs any portion of the Services its applicable forms of insurance.

10. **Assignment.** The obligations of the Client pursuant to this Agreement shall not be assigned by the Client.

11. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

If to BCOE:

BUTTE COUNTY OFFICE OF EDUCATION
1859 Bird Street
Oroville, CA 95965
FAX:
ATTN: Mary Sakuma

If to Client:

CHICO COUNTRY DAY SCHOOL
102 W 11th St
Chico, CA 95928
FAX:
ATTN: Margaret Reece

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorneys' fees.

13. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the BCOE's governing board. Services shall not be rendered until Agreement is approved or ratified.

15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County, California.

16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

- 17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 18. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

BCOE:

Dated: _____, 2021

BUTTE COUNTY OFFICE OF EDUCATION

By: _____

Print Name: _____

Title: _____

Client:

Dated: _____, 2021

CHICO COUNTY DAY SCHOOL

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

Scope of Services

Butte County Office of Education (BCOE) will provide Virtual Server hosting service to Chico Country Day School. The Services provided for the school under this agreement are for the virtual server hosting, backups, monitoring, and support. This service is available to Chico Country Day School.

Specific services to be provided include:

1. Virtual hosting services in accordance with industry best practices
2. Virtual Hardware and VMware support
3. Virtual VM backups
4. Monitoring of the VM Guest(s)

Services Not Included

The following services are not included with our hosting service:

- Cost for software and licenses
- Server maintenance
- Code development
- Debugging software
- Performing system administration tasks
- Managing, configuring and maintaining virtual server (Guest) operating systems
- Configuration and or management of server applications
- Support for LAN based items (Switches, Access points, Printers/copiers, etc.)
- Internal cabling, IDF/MDF maintenance

Customer Responsibilities

- Must have an existing WAN Services Agreement
- Must have at least 100MB of dedicated bandwidth
- Submit a request by phone or email to the ITS Service Desk for any Information Technology related services requests
- Designate a point of contact(s) responsible for submitting IT related work requests
- Must pay invoices within two weeks of receiving

SLA – Service Level Agreement

- BCOE will acknowledge voice or email inquiries regarding virtual hosting support requests within 4 hours, during support hours. (Monday through Friday 8am to 4:30pm excluding holidays)
- Response to service interruptions will include voice, email, SMS, or physical response, depending on the severity of the issue
- Technical support may include remote, telephone or in-person support
- Maintenance may need to be performed occasionally on ESX physical hosts or network equipment for software upgrades, hardware upgrades, and patches
- BCOE will provide at least 1 week notice for planned scheduled maintenance that creates a service interruption

EXHIBIT "B"

Fee Schedule

Terms of Agreement

- The contract term for virtual server hosting services will be three (3) years
- The term of this contract is for Three (3) years effective 7/1/2021 through 6/30/2024
- The annual cost for virtual server hosting is \$2000.00. (\$500 billed quarterly)
- Additional servers may be added once agreed upon by both parties
- If virtual server specifications change, the annual rate will adjust accordingly
- **Attachment A** includes the servers included in the virtual server hosting service

Attachment A

#	Server Name	Disk Size	vCPU's
1	CCDS-DC1	80GB	1
2	CCDS-DC2	500GB	1
3	CCDS-DC6	100GB	1
4	CCDS-SchoolMint	350GB	1

*Hosting fee is based on four servers and price will vary if servers are added or removed.

Virtual Machine Hosting Services Waiver:

BCOE will use and maintain appropriate daily backups of your Virtual Servers within the BCOE Datacenter. Although routine maintenance of backups and reports are heavily monitored, BCOE cannot be held responsible for any data loss, alteration, corruption of any software, data or files. This also includes data corruption due to database problems, lapse in time from a previous restore point, software bugs, hardware failures, malicious attacks, or natural disaster.



May 26, 2021

Margaret Reece
Chief Business Officer
Chico Country Day Charter School
102 West 11th Street
Chico, CA 95928

Re: Customer Agreement

Dear Ms. Reece:

This is a Customer Agreement (“Customer Agreement”) by and between **CHICO COUNTRY DAY CHARTER SCHOOL**, a California charter school with a mailing address at 102 West 11th Street, Chico, CA 95928 (“Customer”) and **SCHOOLABILITY, LLC**, an Arizona limited liability company with a mailing address at P.O. Box 21565, Albuquerque, NM 87154 (“Consultant”), entered into as of the date first written above (the “Effective Date”). Customer and Consultant hereby agree as follows:

1. SUBSCRIPTION.

A. License. In consideration of Customer’s performance under this Customer Agreement, including without limitation Customer’s timely payment of Fees as described in **SECTION 3 (“FEES AND PAYMENT”)** below, Consultant hereby grants to Customer, solely during the term of this Customer Agreement, a non-exclusive, non-transferable, annually renewable, license (without the right to grant sublicenses) to access and use, on a subscription basis and as hosted by or on behalf of Consultant, the executable object code version of the multi-tenant school business solution (the “Software Solution”) described as such in **EXHIBIT A (“SOFTWARE SOLUTION”)**. The Software Solution consists of: **(i)** software provided under sublicense from Frontline Technologies Group, LLC (“Frontline”), a Pennsylvania limited liability company (“Frontline Software”); and **(ii)** custom software extensions developed and owned by Consultant and provided under direct license from Consultant to Customer (“schoolAbility Software”). Customer hereby agrees that Consultant (and not Frontline) shall be responsible for the provision of services hereunder, and that Customer’s access and use of the Software Solution shall be solely for Customer’s own internal business purposes.

B. Data. All data provided by or on behalf of Customer through the Customer’s use of the Software Solution (but excluding data that cannot be used to identify any individual or Customer) shall be deemed to be “Customer Data.” Customer agrees that Consultant or Frontline may permanently delete any Customer Data after thirty (30) days from the expiration or termination of this Customer Agreement. Upon Customer’s reasonable request and upon payment of any associated Fees required by Consultant, Consultant shall deliver Customer Data to Customer in a reasonable format to be agreed to by the parties.

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ACTIVE 57510659v4

C. Effect. The parties understand and agree that all provisions of **SECTION 6 (“LIMITATION OF LIABILITY”)** and **SECTION 7 (“DAMAGES”)** shall apply equally to Consultant and Frontline, and that Frontline shall be deemed a third-party beneficiary of this Customer Agreement for purposes thereof.

D. Additional Terms. Customer hereby agrees to comply with all applicable laws and regulations, and with the “Frontline Terms of Use” as may appear on the Frontline website (www.escape.technology).

E. Contact. Customer may direct any questions to Consultant by emailing support@schoolAbility.com.

F. Connectivity. The parties understand and agree that it shall be Customer’s sole responsibility to provide suitable internet connectivity (with adequate broadband bandwidth) and suitable computers satisfying the minimum requirements specified on Frontline’s website (www.escape.technology/system-requirements) for Customer’s users to access the Software Solution.

2. SERVICES. In consideration of Customer’s performance under this Customer Agreement, including without limitation Customer’s timely payment of Fees as described in **SECTION 3 (“FEES AND PAYMENT”)** below, Consultant hereby agrees to use its commercially reasonable efforts to provide to Customer certain implementation, training, and consulting services (collectively, “Services”) regarding Customer’s licensed use of the Software Solution, as such Services are further described in **EXHIBIT B (“SERVICES, FEES AND CHARGES”)**.

3. FEES AND PAYMENT.

3.1 Fees. Customer hereby agrees to pay to Consultant certain fees (“Fees”) under this Customer Agreement as described in **EXHIBIT B (“SERVICES, FEES AND CHARGES”)**. All Fees shall be deemed earned in their entirety upon payment.

3.2 Payment. Fees shall be due and payable no later than thirty (30) days from the date of corresponding Consultant invoice. Any late payment of Fees shall bear interest at a rate of one and one-half percent (1.5%) for each month or partial month during which Fees were owed and unpaid, or the highest rate allowed by law, whichever is lower. Without limiting the generality of the foregoing, any failure by Customer to pay Fees in a timely manner may be deemed a material breach of this Customer Agreement at Consultant’s option.

4. CONFIDENTIAL INFORMATION. Each party (the “Disclosing Party”) may in the course of performance of this Customer Agreement provide to the other party (the “Receiving Party”) certain confidential information regarding the business, technologies and plans of the Disclosing Party (“Confidential Information”). The Disclosing Party shall mark Confidential Information as such in writing, or when disclosed orally shall identify such Confidential Information as such at the time of disclosure, and shall confirm such identification in writing within ten (10) days thereafter. The Receiving Party shall use Confidential Information only in the performance of this Customer Agreement, and shall not disclose Confidential Information to any third party other than as

required by law during or after the term of this Customer Agreement. The obligations of this SECTION 4 (“CONFIDENTIAL INFORMATION”) shall continue for five (5) years from the date of expiration or termination of this Customer Agreement.

5. TERM AND TERMINATION. The term of this Customer Agreement shall commence upon the Effective Date and shall continue until June 30, 2022. Thereafter, the term of this Customer Agreement shall continue on a year-to-year basis until such time, if ever, as either party has given the other party at least sixty (60) days’ written notice of non-renewal, in which case this Customer Agreement shall expire on the last day of the then-current term. Either party may terminate this Customer Agreement upon notice for the material breach of the other party which material breach has remained uncured for thirty (30) days after the date of notice thereof to the breaching party. For the elimination of doubt, where this Customer Agreement has been terminated or has expired, Consultant shall have no further obligation to provide any schoolAbility Software, and if agreed, shall thereafter do so only under a separate agreement to be negotiated between the parties, regardless of any other license agreement between Customer and Frontline regarding the Frontline Software.

6. LIMITATION OF LIABILITY. ALL GOODS AND SERVICES, INCLUDING WITHOUT LIMITATION THE SOFTWARE SOLUTION AND SERVICES AS DESCRIBED IN SECTION 1 (“SUBSCRIPTION”) AND SECTION 2 (“SERVICES”), ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTY. CONSULTANT HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT THERETO INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

7. DAMAGES. OTHER THAN FOR DAMAGES ARISING FROM A BREACH OF SECTION 4 (“CONFIDENTIAL INFORMATION”) OR FOR ANY EXCEEDING OF THE SCOPE OF ANY LICENSES GRANTED HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES UNDER THIS CUSTOMER AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF CONSULTANT UNDER THIS CUSTOMER AGREEMENT EXCEED THE GREATER OF TOTAL FEES ACTUALLY PAID TO CONSULTANT HEREUNDER OR TEN THOUSAND DOLLARS (\$10,000) REGARDLESS OF THE CAUSE OF ACTION, IN CONTRACT, TORT OR OTHERWISE.

8. INDEMNIFICATION. Customer shall fully indemnify, defend and hold harmless Consultant, its officers, directors, shareholders, agents, employees, sublicensees and customers from and against any and all claims, demands, threats, suits or proceedings, and any losses, liabilities, damages, obligations or payments in connection therewith (including without limitation attorneys’ fees and court costs) which result from or in connection with any breach or alleged breach of this Customer Agreement, provided that Consultant shall give Customer prompt notice of each such claim, demand, threat, suit or proceeding and the opportunity to defend or settle the foregoing at Customer’s expense.

9. CHOICE OF LAW AND JURISDICTION. Any dispute under this Customer Agreement shall be subject to the laws of the State of California as apply to contracts entered into and performed in California between California residents and without regard to conflicts of laws principles. The state and federal courts located in Sacramento, California shall have sole jurisdiction over any disputes under this Customer Agreement and the parties hereby consent to the personal jurisdiction of such courts.

10. GENERAL. This Customer Agreement may not be assigned by either party without the prior written consent of the other party which consent shall not be unreasonably delayed or withheld; provided, however, that Consultant may assign this Customer Agreement in whole to a third party that acquires all or substantially all the assets or equity of Consultant, is acquired by Consultant, merges with Consultant or enters into a similar transaction with Consultant. This Customer Agreement may be modified only in writing and signed by both parties. Any purported oral amendment to this Customer Agreement shall have no effect. This Customer Agreement is the entire agreement between the parties with respect to this subject matter, and supersedes any and all prior or contemporaneous, conflicting or additional communications, negotiations or agreements with respect thereto.

If you agree with the terms of this Customer Agreement, please so indicate by signing below and returning this Customer Agreement to me within fifteen (15) days.

We look forward to working with you.

Very truly yours,

Alfredo Diaz
Managing Member

CHICO COUNTRY DAY CHARTER SCHOOL

BY:


MARGARET REECE

TITLE: CHIEF BUSINESS OFFICER

DATE:

6/23/2021

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ACTIVE 57510659v4

EXHIBIT A
SOFTWARE SOLUTION

The Software Solution includes:

“Frontline Software” consisting of software programs known as Escape Online 5, Escape Online 6, Escape Employee Portal and associated documentation, that perform certain administrative functions in the areas of finance, human resources, and payroll, as further described at www.escape.technology; and

“schoolAbility Software” consisting of certain database query and report-generating tools and related functionality as may be provided by Consultant from time to time.

EXHIBIT B
SERVICES, FEES AND CHARGES

Consultant shall use its commercially reasonable efforts to provide the following Services, either directly itself or through subcontractors selected by Consultant, or both. Consultant shall remain responsible for the performance of any Consultant subcontractors providing Services hereunder:

1. Access.

A. Process. Consultant shall provide access to the Software Solution at Consultant's third party data center, and Customer agrees to make available to Consultant certain of Customer's employees as Consultant and Customer shall agree to consult with Consultant during such process.

2. Additional/Subsequent/Future Services.

A. Availability. The only Services provided are those described in Section 1 above, which are subject to the Fees described in Schedule 1 ("Fees"); provided, however, that at Customer's request, Consultant may deliver additional Services from time to time on-site or via the telephone at the rates specified in the "Additional Consulting/Training" portion of Schedule 1 ("Fees").

B. Future Services Rates. Services performed after six (6) months from the Effective Date shall be at the then-current Fee.

3. Expenses.

Consultant shall bill Customer, and Customer shall pay as Fees, any travel and lodging expenses incurred by Consultant personnel in the provision of Services. Lodging expenses shall include hotel expenses and shall apply where Consultant personnel are required to stay overnight. Travel expenses may include airfare if Consultant employees are required to travel by air to reach Customer's offices. Travel may include the cost of a rental car. If a Consultant employee uses a personal vehicle, mileage shall be charged at the then-currently published IRS reimbursement rate. When a Consultant employee is at or traveling to Customer's offices, there shall also be a fifty dollar (\$50) per diem amount charged for meals and incidentals.

4. Cancellation.

Customer may cancel Services with at least fourteen (14) days' advance written notice to Consultant prior to the scheduled date. If Customer cancels Services with less than fourteen (14) days' advance written notice, Customer shall be billed for, and shall pay, a late notice charge as described in Section 5(B) ("Cancellation Charges") of this **EXHIBIT B ("SERVICES, FEES AND CHARGES")**. Customer understands and agrees that any rescheduling of such Services may result in an overall delay.

5. Fees and Charges.

A. Fees. Customer shall pay those Fees described in Schedule I ("Fees").

B. Cancellation Charges. Cancellation of Services by Customer within fourteen (14) days or less of scheduled on-site Services shall be billed at, and Customer shall pay as Fees, twenty-five percent (25%) of the otherwise applicable on-site Fee, plus any out-of-pocket costs incurred by Consultant due to such cancellation.

Schedule 1

Fees

Fees shall consist of the following:

1. **Software Solution Access Fees, to paid annually in advance:**
 - Frontline Software: Twenty-Six Thousand and Four Hundred dollars (\$26,400.00); and
 - schoolAbility Software: Fee shall be waived for the term of Customer Agreement.
2. **Employee Services Portal Fee, to paid annually in advance:** Sixteen Hundred and Eighty dollars (\$1,680.00).
3. **Hosting Fee, to paid annually in advance:** Thirty-Six Hundred dollars (\$3,600.00) per year.
4. **Implementation, Training and Consulting Fee:** Two Hundred dollars (\$200.00) per person/hour.
5. **All Travel, Living and other Out-of-Pocket Costs:** To be paid by Customer pursuant to Section 3 of EXHIBIT B (“SERVICES, FEES AND CHARGES”).
6. **Additional Consulting/Training Costs:** To be paid by Customer pursuant to Section 3 of EXHIBIT B (“SERVICES, FEES AND CHARGES”) or on a fixed cost basis per project as mutually agreed upon in writing.

(B) Consultant shall invoice and Client shall pay:

1. Software Solution Access Fee shall be invoiced and paid as follows:
 - Frontline Software: On July 1, 2021 and on each one (1) year anniversary thereof thereafter.
 - schoolAbility Software: On July 1, 2021 and on each one (1) year anniversary thereof thereafter.
2. The Employee Services Portal Fee shall be invoiced upon “go-live” date for the Software Solution, and on each one (1) year anniversary thereof thereafter.
3. The Hosting Fee shall be invoiced upon execution of the Customer Agreement.
4. The Implementation, Training and Consulting Fee shall be invoiced monthly starting at the end of month of Effective Date.
5. All Travel, Living and other Out of Pocket Costs shall be invoiced monthly starting at the end of month of Effective Date.
6. Any Additional Consulting/Training Costs shall be invoiced monthly starting at the end of month of Effective Date.

(C) Fee Increases:

Consultant reserves the right at its sole discretion to increase all Fees for each subsequent annual term of this Customer Agreement, in each case by no more than five percent (5%).

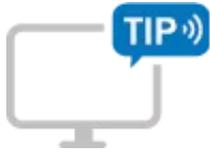
QUOTE FOR

Chico Country Day School

INTEGRATED EMERGENCY SOLUTIONS

ANONYMOUS
REPORTINGEMERGENCY
ALERTSEMERGENCY
MANAGEMENTPARENT / STUDENT
REUNIFICATION**Prepared For:**Claudia Trout
Chico Country Day School**Prepared By:**Angie Brown
abrown@catapultk12.com

4 Products in 1 Software



Anonymous Community Reporting

Anonymous online bully, tip, and threat reports go directly to your site's safety team to respond, escalate, resolve and archive reports.



Emergency Alerts

Automatic emergency alerts sent via text, email and phone to staff, teachers, admin and first responders.





Emergency Management System

Full emergency management system with real-time student and staff accountability, digital emergency resources, two-way communication and first responder integration.



Student/Parent Reunification

Initiate a reunification process at the conclusion of an emergency to reunite students with their emergency contacts.

POWERFUL FEATURES

 <p>SIS INTEGRATION</p>	 <p>ADA COMPLIANT</p>	 <p>(SSO) SINGLE SIGN ON ACTIVE DIRECTORY / GOOGLE</p>	 <p>KEEPSAFE CERTIFIED</p>	 <p>GOOGLE DRIVE & CALENDAR INTEGRATED</p>
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CatapultEMS Quote

Client: Chico Country Day School	Date: Jun 01, 2021
Contact: Claudia Trout	Phone: 5308400622
Address: 102 W 11th St, Chico, CA 95928, USA	Email: ctrout@chicocountryday.org
Catapult Contact: Angie Brown	Catapult Email: abrown@catapultk12.com

EMS Year 1 (Setup + Service)	Quantity	Price	Subtotal
ONE-TIME SETUP FEES			
EMS Setup Fee Setup Includes: Single Sign-on, Evacuation Map, Emergency Procedure Manual, Emergency Checklist, Incident Type, Report Status, Scripts, Site Configuration, Student Information System Integration, when applicable	1	\$1,000.00	\$1,000.00
<input checked="" type="checkbox"/> IP/VOIP Integration (optional) All call integration for initiating classroom calls. \$150 per school site to configure Algo units and integrate with CatapultEMS. Note: An Algo 8301 would be required at each school site. Algo cost (\$350 each) and on-site setup not included. On-site setup for the Algo units usually takes about an hour for staff to install.	0	\$150.00	\$0.00
ONLINE TRAINING FEES			
Online Learning Management System Staff and Safety Team Training Up to 85-users included in LMS training	85	\$0.99	\$84.15
SAFETY TEAM TRAINING FEES			



<input checked="" type="checkbox"/> Onsite District & Site Safety Team Training Additional expense may be incurred for travel costs	1	\$499.00	\$499.00
<input type="checkbox"/> Virtual District & Site Safety Team Training	0	\$299.00	\$0.00
PRORATED SERVICE FEES (YEAR 1 ONLY)			
Prorated Year 1 Service Fee CatapultEMS Tier 3 Prorated for 11-months from August 2021 - June 2022	11	\$99.00	\$1,089.00
<input checked="" type="checkbox"/> Prorated Optional Mobile Phone Alert Emergency Notification Alert for 85 staff and teachers in the form of a phone call to all mobile and phone call devices with a phone number	11	\$8.25	\$90.75
<input type="checkbox"/> Prorated Multi-Product Discount <i>Applicable with the purchase of 2-Catapult products</i> Ask about our integrated communication suite! <ul style="list-style-type: none"> • CMS: School Websites • Connect: Parent Communication with integration into CMS websites, social media, app and attendance alerts • App: Developed with full information integration from your CMS website to send to your parents 	11	-\$8.25	-\$90.75

YEAR 1 TOTAL \$2,762.90

EMS Year 2 (Annual Service)	Quantity	Price	Subtotal
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EMS Service Fee CatapultEMS Tier 3 Yearly Service for 1 total sites and 558 total students Includes: <ul style="list-style-type: none"> • Anonymous Threat/Bully/Tip Reporting • Emergency Notification Alerts (email, text and mobile app silent override alert for Teachers, Staff, First Responders and SST/DST) • Emergency Management System (EMS) + Incident Command System (ICS) • Reunification 	1	\$1,188.00	\$1,188.00
<input checked="" type="checkbox"/> Optional Mobile Phone Call Alert Emergency Notification Alert for 85 staff and teachers in the form of a phone call to all mobile and phone call devices with a phone number	1	\$99.00	\$99.00
Online LMS Re-Training Includes: Site Safety Team, Bully Response Team, Staff/Teacher and Police Refresher Training yearly	25	\$0.00	\$0.00
<input type="checkbox"/> Multi-Product Discount <i>Applicable with the purchase of 2-Catapult products</i> Ask about our integrated communication suite! <ul style="list-style-type: none"> • CMS: School Websites • Connect: Parent Communication with integration into CMS websites, social media, app and attendance alerts • App: Developed with full information integration from your CMS website to send to your parents 	1	-\$99.00	-\$99.00

YEAR 2 TOTAL \$1,287.00

PAYMENT TERMS

Terms: By signing below, Client approves this quote and certifies that they understand and accept what work is to be performed for the price defined. Client will pay Catapult half of the one-time setup fees upon signing this document and the second half once the project has been completed or two months after the dated quote, whichever comes first. This quote is good for 30-days. Once signed, please email, electronically sign or fax this quote to CatapultK12. By signing this quote, you are locking into a contract from **August 1, 2021 to June 30, 2024** for the summary of fees outlined above.

Payment Frequency	Annually
Payment Terms	Payment Due Net 30 from Receipt of Invoice
Billing Contact Name	Lisa Hoppe
Billing Contact Email	lhoppe@chicocountryday.org

CUSTOMER	
<u><i>Margaret Reece</i></u>	<u>06 / 02 / 2021</u>
Signature	Date
<u>Margaret Reece</u>	<u>Chief Business Officer</u>
Name	Title



Signature Certificate

Document Ref.: 75AJZ-7OHI3-YUEOV-AHBKB

Document signed by:

	<p>Claudia Trout E-mail: ctrout@chicocountryday.org Signed via link</p> <p>IP: 205.155.216.58 Date: 02 Jun 2021 19:50:39 UTC</p>	 
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Document completed by all parties on:
02 Jun 2021 19:50:39 UTC

Page 1 of 1



Signed with PandaDoc.com

PandaDoc is a document workflow and certified eSignature solution trusted by 25,000+ companies worldwide.



CCDS BOARD OF DIRECTORS

Agenda Item: Application for Federal Funds: Title 1, Title IIA, TitleIVA

Prepared by: Margaret Reece

Board Meeting Date: 6/23/21

Discussion/Action Agenda

Background Information:

CCDS intends to apply for Federal Title Funds for the 21/22 school year and seeks board approval to submit an application.

Educational Impact:

Title funds will further enhance supports for our students and staff

Fiscal Impact:

CCDS will receive approximately \$59,000 in Title funds.

Additional Information:

None

Recommendation:

Approval of application for federal title funds.

**Chico Country Day School
Board of Directors Meeting Schedule
2021-2022**

Date	Time	Notes
Wednesday, August 11, 2021	5:00 PM	Regular Board meeting
Wednesday September 8, 2021	5:00 PM	Regular Board meeting
Wednesday, October 13, 2021	5:00 PM	Regular Board meeting
Wednesday, December 8, 2021	5:00 PM	Regular Board meeting
Wednesday, February 9, 2022	5:00 PM	Regular Board meeting
Wednesday, March 9, 2022	5:00 PM	Regular Board meeting
Wednesday, May 11, 2022	5:00 PM	Regular Board meeting
Wednesday, June 15, 2022	5:00 PM	Regular Board meeting

CCDS BOARD OF DIRECTORS

Agenda Item: Insurance Proposal: CharterSafe

Prepared by: Margaret Reece

Board Meeting Date: 6/23/21

Discussion/Action Agenda

Background Information:

CCDS has been a member of CharterSafe for several years. Prior to March 31, we submitted a letter to CharterSafe saying that we may exit the JPA. CCDS received quotes from three different insurance carriers. We have determined that staying with CharterSafe results in the best coverage for the school, although the price is a little more expensive. While the other quotes were less expensive, the coverage comparison was not the same, and CharterSafe continues to offer the most amount of coverage. Ensuring CCDS has adequate insurance coverage was the primary objective.

Educational Impact:

CCDS is required to have property, liability and workers comp insurance

Fiscal Impact:

CCDS budgets annually for insurance premiums

Additional Information:

None

Recommendation:

Approval of CharterSafe Proposal

CharterSAFE

BE SAFE • FEEL SAFE

2021-2022 Membership Proposal

Prepared for:

Chico Country Day School

Coverage Effective:

July 01, 2021 at 12:01 AM - July 01, 2022 at 12:01 AM

California Charter Schools Joint Powers Authority
P.O. Box 969, Weimar, CA 95736
Phone: 888.901.0004 Fax: 888.901.0004
www.chartersafe.org

Issued: June 08, 2021 at 9:03 am

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

Dear Margaret,

CharterSAFE is pleased to present your membership renewal for the 2021-2022 year. Your membership includes the following:



For a more detailed listing of our member services, please contact **Bettina Hooper**, Managing Director, Member Services and Operations, at bhooper@chartersafe.org or (916) 880-3470.

All of CharterSAFE's coverage placements are with insurance companies that have a financial rating with A.M. Best of A- (Excellent), financial size category VII (\$50M policyholder surplus minimum) or higher or are placed with an approved California scholastic joint powers authority.

REQUIRED SIGNATURES:

To bind coverage, you must login to the CharterSAFE web portal at www.chartersafe.org and complete and sign the following:

1. Cyber security questions
2. Member renewal acceptance

We look forward to working with you in the 2021-2022 year!

Thank you,

The CharterSAFE Team

CharterSAFE

2021-2022 CLAIMS AND INCIDENT REPORTS GUIDELINES

Member schools must notify CharterSAFE by submitting an online report, as soon as practicable, of an occurrence, accident, injury, claim, or suit or of circumstances that may reasonably result in a claim or suit. A delay in reporting could mean lapse in coverage.

For your protection, claims will not be accepted by phone, email, or fax.

CLAIMS FILING PROCESS ON THE WEB PORTAL

- Go to www.chartersafe.org and log in.
- If you need to reset your login credentials, please reach out to your CharterSAFE Representative: [Dan Berry](mailto:dberry@chartersafe.org) at dberry@chartersafe.org.
- Hover over the "Claims" tab, choose "Submit a Claim" and our website will prompt you with a series of questions to help you determine the appropriate claim form to submit.
- Complete the online questions and select the "Submit" icon at the bottom. After submission, you will receive a confirmation email with information regarding next steps.

CLAIMS RESOURCES AND FORMS

- Hover over the "Claims" tab, choose "Resources and Forms" and you will find all supporting documents you might need when filing a claim or incident report, such as:
 - Student Accident Claim Packet (English and Spanish)
 - Volunteer Accident Claim Packet (English and Spanish)
 - Statement of No Insurance
 - Workers' Compensation Claim Form (DWC-1)
 - Employee Fact Sheet
 - Kaiser on the Job Clinics
 - Employee Injury Card

For any claim reporting questions, please contact [Dennis Monahan](#), Managing Director, Claims, at (619) 878-6221 or email dmonahan@chartersafe.org.

MEMBER CONTRIBUTION SUMMARY

Chico Country Day School

Coverage Effective: July 01, 2021 at 12:01 AM - July 01, 2022 at 12:01 AM

Your CharterSAFE Insurance Program includes the following coverages:

Liability & Property Package Member Contribution

\$103,758.00

Core Liability Program

- Directors & Officers Liability
- Employment Practices Liability
- Fiduciary Liability
- General Liability
- Employee Benefits Liability
- Educator's Legal Liability
- Childhood Sexual Assault Liability
- Law Enforcement Liability
- Automobile Liability & Physical Damage

Crime
Property
Student & Volunteer Accident

Additional Program Coverages

- Pollution Liability and First Party Remediation
- Terrorism Liability and Property
- Cyber Liability

Workers' Compensation & Employer's Liability Member Contribution

\$31,128.00

Combined Member Contribution

\$134,886.00

ONE TIME COVID-19 REBATE:

\$1,686.00

Rebate will be applied either by:

1. Payment in Full - applied to your full payment due
2. Installment Plan - applied to the deposit

Total Member Contribution

\$133,200.00

(One Time COVID Rebate Applied)

Member can choose one of two payment options when accepting the proposal online

Payment in Full - \$133,200.00
Installment Plan

- Deposit (25%) - Due Now - \$32,035.00
- 9 Monthly Installments - \$11,241.00

*Refer to the CharterSAFE Invoice for details and instructions on payment by ACH Debits

Invoices shall become delinquent thirty (30) calendar days from installment due date. CharterSAFE membership, including insurance coverage, is subject to cancellation for any invoice over sixty (60) days past due.

[Proposal Acceptance: Go to www.chartersafe.org and sign on to complete](http://www.chartersafe.org)

[1. Cyber security questions and 2. Renewal acceptance.](#)

By signing online, I, representing the Named Member in this proposal, acknowledge that I have read the complete proposal and agree to the terms outlined within.

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

Mailing Address

102 West 11th Street
Chico, CA 95928

Continuity and Retroactive Dates

Directors & Officers Liability Continuity Date: **07/01/2015**

Employment Practices Liability Continuity Date: **07/01/2015**

Fiduciary Liability Continuity Date: **07/01/2015**

Vehicles

None scheduled.

EXPOSURES & LOCATIONS

Member contributions are calculated based on the following exposures:

Students/Employees/Payroll

Location Address(es)	Students	Employees	Payroll
Chico Country Day School 1054 Broadway Chico, CA 95928	180	13	\$760,000.00
Chico Country Day School 1030 Broadway Street Chico, CA 95928	0	0	\$0.00
Chico Country Day School 102 W. 11th Street Chico, CA 95928	380	62	\$2,183,792.00
Total:	560	75	\$2,943,792.00

Property Values

Location Address(es)	Building Value	Content Value	Electronic Data Processing (EDP)	Total Insured Value (TIV)
Chico Country Day School 1054 Broadway Chico, CA 95928	\$3,000,000.00	\$350,000.00	\$350,000.00	\$3,700,000.00
Chico Country Day School 1030 Broadway Street Chico, CA 95928	\$130,000.00	\$30,000.00	\$0.00	\$160,000.00
Chico Country Day School 102 W. 11th Street Chico, CA 95928	\$9,700,000.00	\$363,000.00	\$363,000.00	\$10,426,000.00
Total:	\$12,830,000.00	\$743,000.00	\$713,000.00	\$14,286,000.00

CORE LIABILITY PROGRAM

Core Liability Program Coverage Limits: **\$5,000,000** Per Member Aggregate

The Core Liability Program Breaks Down As Follows:

Directors & Officers, Employment Practices, and Fiduciary Liability

Coverages	Limits	Deductibles
Directors & Officers and Company Liability	\$5,000,000 per claim and member aggregate	Varies*
Employment Practices Liability	\$5,000,000 per claim and member aggregate	Varies**
Fiduciary Liability	\$1,000,000 per claim and member aggregate	Varies*

Reporting: Claims must be reported to CharterSAFE within 60 days after policy expiration. Coverage is provided on a claims-made basis.

*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible.

Directors and Officers Liability & Fiduciary Liability Deductibles:

0 Prior Claims:	\$15,000.00 per occurrence
1 Prior Claim:	\$25,000.00 per occurrence
2 Prior Claims:	\$50,000.00 per occurrence
3 or more Prior Claims:	\$100,000.00 per occurrence

**Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible.

Employment Practices Liability Deductibles:

0 Prior Claims:	\$15,000.00 per occurrence
1 Prior Claim:	\$25,000.00 per occurrence
2 Prior Claims:	\$50,000.00 per occurrence
3 or more Prior Claims:	\$100,000.00 per occurrence

General Liability

Coverages	Limits	Deductibles
Bodily Injury Property Damage	\$5,000,000 per occurrence and member aggregate	\$500 per occurrence for bodily injury arising out of participation in a school sponsored <i>High-Risk Activity</i> *
Premises Medical Payment	\$10,000 per person \$50,000 per occurrence	\$0
Products and Completed Operations	\$5,000,000 per occurrence and member aggregate	\$0
Armed Assailant Sublimit	\$100,000 per occurrence and aggregate	\$0
COVID-19 Defense Cost and Premises Medical Payment for bodily injury arising out of the administration and/or supervision of on-site rapid testing of COVID-19	\$100,000 per occurrence and aggregate \$2,000,000 CharterSAFE's member combined annual aggregate	Varies**

*A list of *High-Risk Activities* is available at www.chartersafe.org or you may contact **Dan Berry** (dberry@chartersafe.org / (916) 880-3469).

** \$0 deductible with signed acknowledgement of consent; \$2,500 deductible without signed acknowledgement

Employee Benefits Liability

Coverages	Limits	Deductibles
Employee Benefits Liability	\$5,000,000 per occurrence and member aggregate	\$0

Educator's Legal Liability

Coverages	Limits	Deductibles
Educator's Legal Liability	\$5,000,000 per occurrence and member aggregate	\$2,500 per occurrence
Special Education Program Legal Expense Coverage - Reimbursement Sublimit	\$50,000 per occurrence/ aggregate reimbursement sublimit \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$7,500 per occurrence

Childhood Sexual Assault Liability

Coverages	Limits	Deductibles
Childhood Sexual Assault Liability	\$5,000,000 per claim and member aggregate	\$0 if school completes training requirement \$100,000 if school did not complete training requirement
Reporting:	Claims must be reported to CharterSAFE within 60 days after policy expiration. Coverage is provided on a claims-made basis.	
Training Mandate	Childhood Sexual Assault Prevention Training by CharterSAFE is available under the CharterSAFE Learning Center and is REQUIRED to be completed by 90% or more of staff within 90 days of coverage renewal. New employees are required to complete the training within 6 weeks of employment.	

Law Enforcement Activities Liability

Coverages	Limits	Deductibles
Law Enforcement Activities Liability	\$5,000,000 per occurrence and member aggregate	\$0

Automobile

Coverages	Limits	Deductibles
Auto Liability, including autos scheduled with CharterSAFE, non-owned autos, and hired autos	\$5,000,000 per occurrence and member aggregate	\$0
Auto Physical Damage*	\$1,000,000 per occurrence and member aggregate	\$500 per occurrence for Hired Auto Physical Damage
*Auto Physical Damage described herein for hired automobiles is secondary to any/all rental coverage offered by the rental company(ies). CharterSAFE strongly advises our members to purchase auto physical damage when renting vehicles.		

Excess Liability - SELF

Coverage Provided by:	Schools Excess Liability Fund (SELF)
Coverage:	Excess Liability with separate Memorandum of Coverage with separate terms, conditions, and exclusions.
Limits:	\$50,000,000 per occurrence/claim and member aggregate as outlined by the SELF Memorandum of Coverage. This coverage is excess of the \$5M limits above to total a limit of \$55M.

CRIME

Coverages	Limits	Deductibles
Money and Securities	\$1,000,000 per occurrence and member aggregate	Varies*
Forgery or Alteration		
Employee Dishonesty		
Computer and Funds Transfer Fraud		

*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible.

0 Prior Claims:	\$500.00 per occurrence
1 Prior Claim:	\$5,000.00 per occurrence
2 Prior Claims:	\$10,000.00 per occurrence
3 or more Prior Claims:	\$20,000.00 per occurrence

PROPERTY

Perils Include: Direct Physical Loss subject to all the terms, conditions, and exclusions established in the applicable policy(ies)

Valuation: Replacement Cost as scheduled with CharterSAFE, see "Exposures & Locations" section

Coverages	Limits	Deductibles
Property	As scheduled with CharterSAFE subject to the maximum limit of \$100,000,000 per occurrence. See "Exposures & Locations" section for scheduled limits.	\$1,000 per occurrence
Boiler & Machinery / Equipment Breakdown	As scheduled with CharterSAFE subject to the maximum limit of \$100,000,000 per occurrence. See "Exposures & Locations" section for scheduled limits.	\$1,000 per occurrence
Business Interruption	\$10,000,000 per occurrence	\$1,000 per occurrence
Extra Expense	\$10,000,000 per occurrence	\$1,000 per occurrence
Causes of Loss: 1. Water Damage 2. Wildfire	As scheduled with CharterSAFE subject to the maximum limit of \$100,000,000 per occurrence. See "Exposures & Locations" section for scheduled limits.	Varies*

*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

0 Prior Claims: \$1,000.00 per occurrence
 1 Prior Claim: \$5,000.00 per occurrence
 2 Prior Claims: \$10,000.00 per occurrence
 3 or more Prior Claims: \$20,000.00 per occurrence

PLEASE NOTE:

Renovation and construction projects valued over \$200,000 in hard and soft costs are not covered unless specifically endorsed onto the policy. If you have a renovation/construction project valued over \$200,000 in hard and soft costs, please contact your CharterSAFE Representative: **Dan Berry** at dberry@chartersafe.org. CharterSAFE is able to endorse builder's risk coverage for renovation projects up to \$10,000,000 onto your policy. Additional premium would apply.

If you are interested in a separate policy for flood and/or earthquake coverage, please contact **Alex Ulrich** (Alex_Ulrich@ajg.com/ 949-349-9825).

STUDENT AND VOLUNTEER ACCIDENT

Coverages	Limits	Deductibles
Student Accident	\$50,000 per injury/accident 104 Week benefit period	\$500 per injury/accident for <i>High-Risk Activities</i> *
Volunteer Accident	\$25,000 per injury/accident 104 Week benefit period	\$500 per injury/accident for <i>High-Risk Activities</i> *

*A list of *High-Risk Activities* is available at www.chartersafe.org or you may contact **Dan Berry** (dberry@chartersafe.org / (916) 880-3469).

Terms & Conditions:

- Coverage is provided on an excess basis, but would become primary should the student not have health insurance.
- Claim submission deadline: 90 days after the Covered Accident.

Optional Catastrophic Student Accident Coverage:

If interested in obtaining higher limits with or without sports included, please contact:

Gallagher
18201 Von Karman Avenue, Suite #200
Irvine, CA 92612

Alex Ulrich
Client Service Manager
Alex_Ulrich@ajq.com
949-349-9825

ADDITIONAL PROGRAM COVERAGES

Pollution Liability And First Party Remediation

Pollution Liability and First Party Remediation	\$1,000,000 per pollution condition or indoor environmental condition and aggregate \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$10,000 per occurrence
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Reporting: Claim must be reported to CharterSAFE within 60 days after policy expiration.
Coverage is provided on a claims-made basis.

Terrorism Liability

Coverages	Limits	Deductibles
Terrorism Liability	\$5,000,000 per occurrence and CharterSAFE Members' Combined Annual Aggregate	\$0

Reporting: Claim must be reported to CharterSAFE within 60 days after policy expiration.
Coverage is provided on a claims-made basis.

Terrorism Property

Coverages	Limits	Deductibles
Terrorism Property	As scheduled with CharterSAFE subject to the maximum limit of \$20,000,000 per occurrence. See "Exposures & Locations" section for schedule limits.	\$1,000 per occurrence

Cyber Liability

Every member will have some level of coverage; if you have the below security measures in place, you will get a higher coverage limit.

1. Multi-Factor Authentication (MFA) for all remote access to your networks/systems by employees and contractors
2. Data backed up daily and is segmented/segrated from the network and only accessible via separate credentials
3. Endpoint Detection and Response (EDR) system deployed on all network endpoints

Coverages	Limits	Deductibles
Cyber Liability	\$1,000,000 per claim and aggregate \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$10,000 per claim

Reporting: Claim must be reported to CharterSAFE within 60 days after policy expiration.
Coverage is provided on a claims-made basis.

Requirement for Coverage to be in effect: Completed cyber application.

WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

Coverages	Limits	Deductibles
Workers' Compensation	Statutory	\$0
Employer's Liability	\$5,000,000 per Accident \$5,000,000 by Disease per Employee \$5,000,000 by Disease Policy Limit	\$0

Auditable:

The estimated payroll figure will be audited at the end of each coverage period. CharterSAFE will request copies of the 941 Federal Quarterly Reporting Forms on a quarterly basis to verify the payroll figure. If the estimated payroll figure has been overestimated, a refund will be issued. If the estimated payroll figure has been underestimated, an invoice for the additional amount due will be issued.

Chico Country Day School

2021-2022 School Event Calendar

August 2021						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

8/16: First Day of School

12 days

September 2021						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

9/1: Minimum Day

9/6: Labor Day - No School

21 Days

October 2021						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

10/7: Minimum Day - Conferences

10/8: No Student Day - Conferences

20 Days

November 2021						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

11/3: Minimum Day

11/11: Veteran's Day

11/12: No School

11/22-26: Thanksgiving Break

15 Days

December 2021						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

12/1: Minimum Day

12/17: Minimum Day

12/20-1/1: Winter Break

13 Days

January 2022						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

1/3 - No Student Day

1/17: MLK, Jr. Day - No School

19 Days

February 2022						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

2/2 - Minimum day

2/18: Lincoln's Birthday - No School

2/21: Presidents Day - No School

18 Days

March 2022						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

3/2: Minimum day

3/11: Spring Break

3/14-18: Spring Break

3/21: No Student Day

18 Days

April 2022						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

4/6: Minimum Day

4/15: In Lieu Admissions Day - No School

4/18: Travel Day - No School

19 Days

May 2022						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

5/2-4: WASC Visit

5/11-13: Minimum Day - Conferences

5/30 - Memorial Day - No School

21 Days

June 2022						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

6/3: Last Day of School - Minimum Day

6/3: Bridging Ceremony

6/3: 8th Grade Graduation, Home of the Eagles Gym

3 Days

179 Days of School

Semesters end: 12/17, 6/3

- End of Semester
- First/Last Day of School
- Minimum Day
- No School