



AGENDA

BOARD OF DIRECTORS REGULAR BOARD MEETING

June 22, 2020 5:00 pm

Zoom Web Conference:

Join Zoom Meeting

<https://us04web.zoom.us/j/75849357758?pwd=VFU4dGRYZ3R0b2NUQk9PY1hoYnEvZz09>

Meeting ID: 758 4935 7758

Password: 2tC3UJ

This meeting will be conducted via web conference. To participate in the live meeting, click on the link above.

QUESTIONS and COMMENTS to address the Board during the meeting may be sent to:

Boardofdirectors@chicocountryday.org

Mission Statement

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

2019-20 CCDS Board Members:

Jessika Lawrence, Chair
Chris Constantin, Vice Chair
Michele Mittman, Treasurer
Fawn Ruby, Secretary
Jamie Clyde, Member
Thang Ho, Member
Nicole Plottel, Member

1. CALL TO ORDER & ROLL CALL

2. CLOSED SESSION (5:00-5:15pm)

2.1 Public Employee Appointment

Per Government Code §54957

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

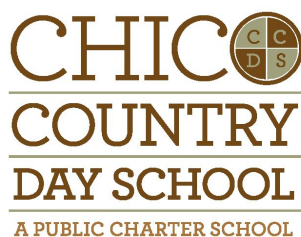
If Closed Session is not complete by 5:30 pm, it will resume immediately following the regular meeting

3. REGULAR SESSION (5:15pm)

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 5/13/20, 5/26/20, 5/29/20, and 6/5/20
- 5.2 Leadership Team Board Report
- 5.3 EPA Program Expenditures Report - 2019-2020
- 1.1 Board Report of Checks June 22, 2020
- 5.4 Stipends 20/21
- 5.5 Substitute Rates 20/21
- 5.6 Injury Illness Prevention Plan Update
- 5.7 Personnel Policy Update
- 5.8 Gym/Facility Use Policy - COVID Addendum
- 5.9 MOU with Nord Country School Regarding Special Education Services

6. DISCUSSION/ACTION ITEMS

- 6.1 LCAP/COVID-19 Operations Written Report for CCDS
- 6.2 Measure K Update: Construction 2020-2021 Progress Update
- 6.3 Employee Contracts: Director of Education, Director of Student Support Services, Chief Business Officer
- 6.4 2020/2021 Budget & Budget Presentation

7. ADJOURNMENT: Adjourn; Next Regular Meeting is August 12, 2020

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 13, 2020

Time: 4:45 p.m.

Location: Zoom Web Conference

1. CALL TO ORDER & ROLL CALL: Lawrence called meeting to order at 5 p.m.

Attendees: Jessika Lawrence, Michele Mittman, Chris Constantin, Thang Ho, Fawn Ruby, Nicole Plottel, Jamie Clyde

2. CLOSED SESSION

2.1 Public Employee Evaluation

Per Government Code §54957 Title: Director of Education, Director of Student Support Services, Chief Business Officer

3. REGULAR SESSION

3.1 Approval of Regular Agenda – Constantin/Ho to approve. All in favor: Lawrence, Mittman, Constantin, Ruby, Plottel, Ho, Clyde (7-0).

3.2 Report from Closed Session – No reportable action

4. PUBLIC COMMENTS CONCERNING ITEMS NOT ON THE AGENDA – Parent, Mark Clarno shared that he was happy and impressed with all teachers and school and how they have navigated current challenges.

5. CONSENT AGENDA – Constantin/Ruby to approve. All in favor: Lawrence, Mittman, Constantin, Ruby, Plottel, Ho, Clyde (7-0).

5.1 Minutes from Special Meeting of 4/28/20

5.2 Leadership Team Board Report

5.3 EPA Spending Plan- 2020-21

6. DISCUSSION/ACTION ITEMS

6.1 Update on Distance Learning – K-8 teachers are all providing academic work, opportunities for social connections, regular one on one or small group all to meet students' needs. Staff is meeting regularly in large and small groups. Parent feedback has been overall positive. Participation Chart indicates over 90% of families are fully engaged and participating. This is incredible given that in some districts in the country distance learning participation is at 30%. Discussion of offering summer school to some degree. Item will be place on June agenda.

6.2 Discussion Regarding 2020-21 School Year Preparations and Plans for Reopening - Task force from BCOE is working to developing a plan with a list of considerations and addressing the phases required for moving into next year. Admin team is looking at multiple plans.

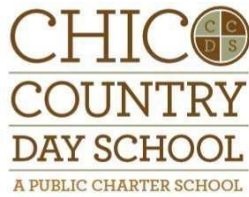
6.3 Measure K Update: Construction 2020-21 – Bids for construction came back very positively and previous additions to the project were able to be added back in. Temporary move of office, classrooms, and staff is already underway. The construction project will ideally be completed by June 2021.

6.4 Employee Contracts: Director of Education, Director of Student Support Services, Chief Business Officer – Item has been tabled to the June meeting

6.5 Resolution to Establish Line of Credit with Northern California National Bank – Mittman/Ho to approve. All in favor: Lawrence, Mittman, Constantin, Ruby, Plottel, Ho, Clyde (7-0).

7. ADJOURNMENT: Lawrence adjourned at 6:22 pm. Next regular meeting is June 10, 2020.

Respectively Submitted,
Fawn Ruby



Minutes

CCDS Board of Directors Workshop

Date: Tuesday, May 26, 2020

Time: 4:00 p.m.

Location: Zoom Web Conference

- 1. CALL TO ORDER & ROLL CALL:** Lawrence called meeting to order at 4:04 p.m.
Attendees: Jessika Lawrence, Michele Mittman, Jamie Clyde, Thang Ho, Nicole Plottel, Absent: Fawn Ruby, Chris Constantin
- 2. WORKSHOP**
 - 2.1 **2020/21 Budget Workshop** – CBO gave budget update
- 3. ADJOURNMENT:** Lawrence adjourned at 5:02 p.m. Next regular meeting is June 10, 2020

Respectively Submitted,
Margaret Reece

Minutes

CCDS Board of Directors Special Meeting

Date: Wednesday, May 29, 2020

Time: 1 p.m.

Location: Zoom Web Conference

1. CALL TO ORDER & ROLL CALL: Lawrence called meeting to order at 1:02 p.m.

Attendees: Jessika Lawrence, Michele Mittman, Thang Ho, Fawn Ruby, Nicole Plottel, Jamie Clyde

2. CLOSED SESSION

2.1 Public Employee Evaluation Per Government Code §54957 Title: Chief Business Officer - – No Reportable Action

7. ADJOURNMENT: Lawrence adjourned at 1:25 pm. Next regular meeting is June 10, 2020.

Respectively Submitted,
Fawn Ruby

Minutes

CCDS Board of Directors Special Board Meeting

Date: Friday, June 5 2020

Time: 10 a.m.

Location: Zoom Web Conference

1. CALL TO ORDER & ROLL CALL: Lawrence called meeting to order at 10:03 a.m.

Attendees: Jessika Lawrence, Michele Mittman, Chris Constantin, Fawn Ruby. Absent: Thang Ho, Nicole Plottel, Jamie Clyde

2. DISCUSSION/ACTION ITEMS

2.1 Resolution Regarding the Paycheck Protection Program (PPP) - Board

discussed the pros and cons of applying for the PPP funds available through the CARE's Act. Constantin/Mittman to approve. All in favor: Lawrence, Mittman, Constantin, Ruby (4-0).

2.2 Teacher Contracts 2020-21 - Constantin/Ruby to approve. All in favor: Lawrence, Mittman, Constantin, Ruby (4-0)

7. ADJOURNMENT: Lawrence adjourned at 10:34 a.m. Next regular meeting is June 22, 2020.

Respectively Submitted,
Fawn Ruby

Chico Country Day School
2019-2020 Education Protection Account (EPA)
Final Program Expenditure Detail

Final Expenditures through June 30, 2020

Description	Account Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	
Revenue Limit Sources	8010-8099	\$887,051.00
Federal Revenue	8100-8299	
Other State Revenue	8300-8599	
Other Local Revenue	8600-8799	
All Other Financing Sources and Contributions	8900-8999	
TOTAL AVAILABLE		\$887,051.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Instruction	1000-1999	\$887,051.00
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		\$887,051.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		\$0.00

Checks Dated 03/01/2020 through 05/31/2020				Board Meeting Date 6/22/2020	
Check Number	Check Date	Pay to the Order of	Fd-Objt	Expensed Amount	Check Amount
0018160	03/02/2020	TASC Client Invoices	01-9525		1,439.95
0018161	03/02/2020	Affordable Office Furniture and Supplies	01-4352		379.67
0018162	03/02/2020	AFLAC	01-9587		617.28
0018163	03/02/2020	Amazon Capital Services, Inc	01-4310	55.16	
			01-4313	106.64	
			01-4341	311.50	
			01-4350	88.95	
			01-4393	71.09	633.34
0018164	03/02/2020	AT & T	01-5910		182.20
0018165	03/02/2020	Biddle, Ellen E	01-4310		96.89
0018166	03/02/2020	Butte Schools Self Funded Programs	01-9514	54,044.06	
			01-9586	99.64	54,143.70
0018167	03/02/2020	CA Water Service Company	01-5530		675.94
0018168	03/02/2020	Carlson Electrical Systems	01-5807		60.00
0018169	03/02/2020	Cherry, Angela J	01-4329	30.30	
			01-5212	294.40	324.70
0018170	03/02/2020	Chico State Enterprises Accounts Receivable	01-5710		300.00
0018171	03/02/2020	City of Chico Park Division	01-4315		189.00
0018172	03/02/2020	CSU Chico	01-5862		220.00
0018173	03/02/2020	Dell Financial Services	01-5610		5,518.11
0018174	03/02/2020	Evergreen Janitorial Supply, Inc.	01-4370		1,005.22
0018175	03/02/2020	Henkens, Irene R	01-5852		7.40
0018176	03/02/2020	Home Depot	01-4380		133.74
0018177	03/02/2020	Locksmithing Enterprises	01-4380		48.80
0018179	03/02/2020	Procopio, Cory, Hargreaves & Savitch, LLP	01-5820		1,248.70
0018180	03/02/2020	Ray Morgan Company	01-5530		205.92
0018181	03/02/2020	School Specialty	01-4310		178.44
0018182	03/02/2020	Scott, Jamie N	01-5212		104.77
0018183	03/02/2020	TASC Client Invoices	01-3411	113.04	
			01-3412	263.76	376.80
0018184	03/02/2020	The TDS Group	01-9580		3,112.50
0018185	03/02/2020	Amazon Capital Services, Inc	01-4350		18.21
0018186	03/03/2020	Employment Development Dept	01-9515	1,291.29	
			01-9516	1,435.34	
			01-9518	3,070.46	
			01-9521	136.56	5,933.65
0018187	03/03/2020	Internal Revenue Service	01-9513	5,567.56	
			01-9517	9,839.66	
			01-9519	4,247.58	19,654.80
0018188	03/03/2020	CalPERS	01-9550		19,352.95
0018189	03/09/2020	Aeries Software	01-5863		100.00
0018191	03/09/2020	CharterSAFE	01-3600	2,429.80	
			01-3601	607.20	
			01-5450	6,064.00	9,101.00

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

SCHOOLABILITY

Page 1 of 7

Checks Dated 03/01/2020 through 05/31/2020				Board Meeting Date 6/22/2020		
Check Number	Check Date	Pay to the Order of	Fd-Objt	Expensed Amount	Check Amount	
0018192	03/09/2020	ChromeBookParts.com ATT: Purchase Orders	01-4341		231.58	
0018193	03/09/2020	Citi Cards	01-4317	24.60		
			01-4329	38.01		
			01-4350	33.61		
			01-4396	217.00		
			01-5220	498.93		
			01-5300	224.00		
			01-5852	2.20		
			01-5860	50.00	1,088.35	
0018194	03/09/2020	Cooley, Kerri	01-4327		46.96	
0018195	03/09/2020	Edens Border	01-5631		835.00	
0018196	03/09/2020	Goldmann, Brittan I	01-4317		186.03	
0018197	03/09/2020	Greenfield, Kelly C	01-4317		342.50	
0018198	03/09/2020	Langford, Stuart	01-5212		193.20	
0018199	03/09/2020	Mission Linen and Uniform	01-5550		289.04	
0018200	03/09/2020	PG &E	01-5510	687.29		
			01-5520	4,794.08	5,481.37	
0018201	03/09/2020	Randy Barrett	01-5832		288.00	
0018202	03/09/2020	Ray Morgan Company	01-5612		7,321.70	
0018203	03/09/2020	Waste Management	01-5560		374.28	
0018204	03/10/2020	Amazon Capital Services, Inc	01-4310	259.27		
			01-4329	29.28		
			01-4350	12.86		
			01-4380	77.21	378.62	
0018205	03/10/2020	Office Depot	01-4310		188.55	
0018209	03/13/2020	Access Information Protected	01-4350		88.44	
0018210	03/13/2020	Adventure Quest	01-5863		300.00	
0018211	03/13/2020	Amazon Capital Services, Inc	01-4310	368.35		
			01-4313	194.84	563.19	
0018212	03/13/2020	American Express	01-4313	89.55		
			01-4315	7.50		
			01-4327	78.64		
			01-4341	400.00		
			01-4350	41.94		
			01-4396	445.00		
			01-5720	40.00		
			01-5878	180.00	1,282.63	
0018213	03/13/2020	BSN Sports	01-5832		713.43	
0018214	03/13/2020	Department of Justice	01-5862		128.00	
0018215	03/13/2020	Enterprise - Record	01-5860		72.22	
0018216	03/13/2020	Evergreen Janitorial Supply, Inc.	01-4370		73.92	
0018217	03/13/2020	Fairon, Wendy A	01-4396		96.36	
0018218	03/13/2020	Hunsicker, Nicholas E	01-4310		30.13	
0018219	03/13/2020	Mark Thau Photography	01-5852		455.81	
0018220	03/13/2020	Reece, Margaret E	01-4396		89.50	
0018221	03/13/2020	School Services of California	01-4350		305.00	

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SCHOOLABILITY

Page 2 of 7

Checks Dated 03/01/2020 through 05/31/2020				Board Meeting Date 6/22/2020		
Check Number	Check Date	Pay to the Order of	Fd-Objt	Expensed Amount	Check Amount	
0018222	03/13/2020	Trites Backflow Services	01-4370		200.00	
0018223	03/13/2020	Tucker Pest Control	01-5570		240.00	
0018224	03/13/2020	Verizon Wireless	01-5912		76.61	
0018225	03/13/2020	Wilson, Pamela H	01-4396		98.44	
0018226	03/13/2020	Bower, Susan	01-4313		206.79	
0018227	03/13/2020	Cherry, Angela J	01-4329		98.06	
0018228	03/13/2020	Daverson, Karin	01-4310		127.43	
0018229	03/13/2020	EPOCH Education	01-5863		80.00	
0018230	03/17/2020	Edens Border	01-5631		312.00	
0018231	03/17/2020	Employment Development Dept	01-9515	941.55		
			01-9516	1,419.98		
			01-9518	3,040.71		
			01-9521	133.31	5,535.55	
0018232	03/17/2020	Internal Revenue Service	01-9513	5,514.58		
			01-9517	9,979.38		
			01-9519	4,158.58	19,652.54	
0018233	03/17/2020	The TDS Group	01-9580		3,112.50	
0018234	03/24/2020	Amazon Capital Services, Inc	01-4100	414.03		
			01-4210	14.91		
			01-4310	316.44		
			01-4311	61.11		
			01-4380	116.90	923.39	
0018235	03/24/2020	CalPERS Fiscal Services Division	01-9550		134.21	
0018236	03/24/2020	CharterSAFE	01-3600	2,428.80		
			01-3601	607.20		
			01-5450	6,064.00	9,100.00	
0018237	03/24/2020	Cooley, Kerri	01-4327		200.47	
0018238	03/24/2020	CSU Chico	01-5862		80.00	
0018239	03/24/2020	Edens Border	01-5631		449.37	
0018240	03/24/2020	Evergreen Janitorial Supply, Inc.	01-4370		447.29	
0018241	03/24/2020	Hayden Fire Protection	01-5630		112.90	
0018242	03/24/2020	John Patterson Electric	01-5615		637.50	
0018243	03/24/2020	Kladt, Clyde A	01-5220		60.00	
0018244	03/24/2020	Loy J Mattison	01-5887		630.00	
0018245	03/24/2020	Office Depot	01-4310		173.69	
0018246	03/24/2020	Ray Morgan Company	01-5530		205.92	
0018247	03/24/2020	Scholastic Inc.	01-4329		110.08	
0018248	03/24/2020	SchoolAbility, LLC	01-5812		22,000.00	
0018249	03/24/2020	Stephen Roatch Accountancy Corporation	01-5821		1,400.00	
0018250	03/24/2020	Reece, Margaret E	01-4350		191.43	
0018255	03/31/2020	AFLAC	01-9587		617.28	
0018256	03/31/2020	Amazon Capital Services, Inc	01-4350		13.92	
0018257	03/31/2020	AT & T	01-5910		180.72	
0018258	03/31/2020	Butte Co Office of Education Attn: Carrie Heyrend	01-5863		25.00	
0018259	03/31/2020	Butte Schools Self Funded Programs	01-9514	51,264.48		

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SCHOOLABILITY

Page 3 of 7

Checks Dated 03/01/2020 through 05/31/2020				Board Meeting Date 6/22/2020	
Check Number	Check Date	Pay to the Order of	Fd-Objt	Expensed Amount	Check Amount
0018259	03/31/2020	Butte Schools Self Funded Programs	01-9586	94.52	51,359.00
0018260	03/31/2020	CA Water Service Company	01-5530		646.39
0018261	03/31/2020	Dell Financial Services	01-5610		5,518.11
0018262	03/31/2020	Follett School Solutions, Inc	01-4210		775.88
0018263	03/31/2020	Home Depot	01-4380		58.94
0018264	03/31/2020	John Sclare	01-5887		4,000.00
0018265	03/31/2020	Procopio, Cory, Hargreaves & Savitch, LLP	01-5820		1,654.72
0018266	03/31/2020	TASC Client Invoices	01-9525		1,439.13
0018267	03/31/2020	The TDS Group	01-9580		2,612.50
0018268	04/01/2020	CalPERS	01-9550		17,619.81
0018269	04/01/2020	Employment Development Dept	01-9515	467.81	
			01-9516	1,388.62	
			01-9518	3,872.43	
			01-9521	129.69	5,858.55
0018270	04/01/2020	Internal Revenue Service	01-9513	5,456.08	
			01-9517	11,563.67	
			01-9519	4,043.96	21,063.71
0018271	04/01/2020	TASC Client Invoices	01-9525		1,439.13
0018272	04/06/2020	Amazon Capital Services, Inc	01-4350	19.80	
			01-4352	37.73	57.53
0018273	04/06/2020	Birchard, Marijeanne	01-4310		94.24
0018274	04/06/2020	Certifix Live Scan	01-4440		1,728.50
0018275	04/06/2020	Day Wireless Systems	01-4470		1,274.74
0018276	04/06/2020	Ferguson, Stacy	01-4370		52.66
0018277	04/06/2020	Half a Bubble Out, Inc.	01-5852	247.50	
			01-5940	172.50	420.00
0018278	04/06/2020	Hardesty, Debra A	01-4310		163.44
0018279	04/06/2020	Jackson, Andrea L	01-4310		50.00
0018280	04/06/2020	Mission Linen and Uniform	01-4370		287.84
0018281	04/06/2020	Quintero, Nicole M	01-4310		88.99
0018283	04/15/2020	Aaron Andrus	01-8685		120.00
0018284	04/15/2020	Achieve Charter School of Paradise, Inc.	01-4310		250.00
0018285	04/15/2020	Amazon Capital Services, Inc	01-4350	32.16	
			01-4352	51.24	83.40
0018286	04/15/2020	Carly Metroka	01-8685		150.00
0018287	04/15/2020	Charity Chain	01-8685		200.00
0018288	04/15/2020	Chico Country Day School	01-9514		85.00
0018289	04/15/2020	Citi Cards	01-4352	59.37	
			01-4396	418.39	
			01-5220	1,292.75	1,770.51
0018290	04/15/2020	Cooley, Kerri	01-4310		60.02
0018291	04/15/2020	Courtney Webb	01-8685		200.00
0018292	04/15/2020	Denai Rubio	01-8685		150.00
0018293	04/15/2020	Elizabeth Galler	01-8685		125.00
0018294	04/15/2020	Evergreen Janitorial Supply, Inc.	01-4370		872.01

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SCHOOLABILITY

Page 4 of 7

Checks Dated 03/01/2020 through 05/31/2020				Board Meeting Date 6/22/2020	
Check Number	Check Date	Pay to the Order of	Fd-Objt	Expensed Amount	Check Amount
0018295	04/15/2020	Ileana Rowell	01-8685		150.00
0018296	04/15/2020	Julie Sawley	01-8685		125.00
0018297	04/15/2020	Lindsay Glass	01-8685		125.00
0018298	04/15/2020	North Valley Tree Service	01-5631		6,500.00
0018299	04/15/2020	O'Connor, Melanie	01-8685		125.00
0018300	04/15/2020	Pamela Turnquist	01-8685		125.00
0018301	04/15/2020	Patti Horsley	01-8685		125.00
0018302	04/15/2020	PG & E	01-5510	388.13	
			01-5520	3,795.71	4,183.84
0018303	04/15/2020	Renee Dooly	01-8685		125.00
0018304	04/15/2020	Serina Gonzalez	01-8685		150.00
0018305	04/15/2020	Suzanne Sims	01-8685		150.00
0018306	04/15/2020	Tanya Parish	01-8685		125.00
0018307	04/15/2020	TASC Client Invoices	01-9525		1,439.13
0018308	04/15/2020	The TDS Group	01-9580		2,552.50
0018309	04/15/2020	Verizon Wireless	01-5912		76.28
0018310	04/15/2020	Waste Management	01-5560		374.28
0018312	04/23/2020	Employment Development Dept	01-9515	722.74	
			01-9516	1,533.31	
			01-9518	4,066.01	
			01-9521	134.06	6,456.12
0018313	04/23/2020	Internal Revenue Service	01-9513	5,469.60	
			01-9517	12,575.04	
			01-9519	4,454.14	22,498.78
0018314	04/23/2020	Amazon Capital Services, Inc	01-4350		34.33
0018315	04/23/2020	Amy Bartelink	01-8677		100.00
0018316	04/23/2020	Ann Nikolai	01-8677		100.00
0018317	04/23/2020	Blaire, Mootz	01-8677		100.00
0018318	04/23/2020	Bree Evans	01-8677		100.00
0018319	04/23/2020	Department of Justice	01-5862		64.00
0018320	04/23/2020	Eric Hoiland	01-8677		180.00
0018321	04/23/2020	Evergreen Janitorial Supply, Inc.	01-4370		287.00
0018322	04/23/2020	Haley Clark	01-8677		100.00
0018323	04/23/2020	Hoppe, Lisa	01-4350		25.00
0018324	04/23/2020	Jackie Guidi	01-8677		100.00
0018325	04/23/2020	Katie O'Donnell	01-8677		100.00
0018326	04/23/2020	Megan Fraley	01-8677		100.00
0018327	04/23/2020	Megan Kobz	01-8677		100.00
0018328	04/23/2020	Melanie Rust	01-8677		100.00
0018329	04/23/2020	Michelle Gates	01-8677		100.00
0018330	04/23/2020	Nicole Plottel	01-8677		180.00
0018331	04/23/2020	Raimi Healy	01-8677		100.00
0018332	04/23/2020	Sarah Morris	01-8677		100.00
0018333	04/23/2020	School Services of California	01-5300		305.00
0018334	04/23/2020	Stedman, Christine C	01-5950		10.95
0018335	04/23/2020	Stephanie Bunch	01-8677		100.00

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

SCHOOLABILITY

Page 5 of 7

Checks Dated 03/01/2020 through 05/31/2020				Board Meeting Date 6/22/2020		
Check Number	Check Date	Pay to the Order of	Fd-Objt	Expensed Amount	Check Amount	
0018336	04/23/2020	Summer Burns	01-8677		180.00	
0018337	04/23/2020	Tucker Pest Control	01-5570		240.00	
0018340	05/01/2020	AFLAC	01-9587		617.28	
0018341	05/01/2020	American Express	01-4310	15.00		
			01-4329	109.61		
			01-4350	512.55		
			01-4396	52.34		
			01-5887	50.00		
			01-5950	455.36	1,194.86	
0018342	05/01/2020	Butte Schools Self Funded Programs	01-9514	52,652.45		
			01-9586	98.90	52,751.35	
0018343	05/01/2020	Dell Financial Services	01-5610		5,492.95	
0018344	05/01/2020	Employment Development Dept	01-9515	533.59		
			01-9516	1,422.67		
			01-9518	3,170.10		
			01-9521	134.72	5,261.08	
0018345	05/01/2020	Internal Revenue Service	01-9513	5,411.08		
			01-9517	10,145.21		
			01-9519	4,125.64	19,681.93	
0018346	05/01/2020	NCS Pearson Inc	01-4310		78.00	
0018347	05/01/2020	Office Depot	01-4310	247.60		
			01-4352	64.33	311.93	
0018348	05/01/2020	Procopio, Cory, Hargreaves & Savitch, LLP	01-5820		2,861.50	
0018349	05/01/2020	Ray Morgan Company	01-5530		205.92	
0018350	05/01/2020	Stephen Roatch Accountancy Corporation	01-5821		1,500.00	
0018351	05/01/2020	TASC Client Invoices	01-9525		1,439.13	
0018352	05/01/2020	The TDS Group	01-9580		2,552.50	
0018354	05/13/2020	AT & T	01-5910		171.77	
0018355	05/13/2020	CA Water Service Company	01-5530		635.84	
0018356	05/13/2020	Dell Financial Services	01-5610		25.16	
0018357	05/13/2020	Evergreen Janitorial Supply, Inc.	01-4370		133.53	
0018358	05/13/2020	Half a Bubble Out, Inc.	01-5887		577.50	
0018359	05/13/2020	Home Depot	01-4370		325.11	
0018360	05/13/2020	Kelly Moore Paint Company, Inc.	01-4380		673.28	
0018361	05/13/2020	Locksmithing Enterprises	01-4380		194.34	
0018362	05/13/2020	Mission Linen and Uniform	01-5550		361.30	
0018363	05/13/2020	Redding, Katlin K	01-4310		15.39	
0018364	05/13/2020	SchoolAbility, LLC	01-5812		4,000.00	
0018365	05/13/2020	CalPERS	01-9550		19,142.86	
0018366	05/14/2020	Chico Unified School H136District (v)	01-5862		20.00	
0018367	05/14/2020	Creative Cabinetry	01-5615		750.00	
0018368	05/14/2020	CSU Chico	01-5862		40.00	
0018369	05/14/2020	Tucker Pest Control	01-5570		240.00	
0018370	05/19/2020	Amazon Capital Services, Inc	01-4310	119.04		
			01-4350	27.96	147.00	

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SCHOOLABILITY

Page 6 of 7

Checks Dated 03/01/2020 through 05/31/2020				Board Meeting Date 6/22/2020	
Check Number	Check Date	Pay to the Order of	Fd-Objt	Expensed Amount	Check Amount
0018371	05/19/2020	Citi Cards	01-4313	26.80	
			01-4350	55.36	
			01-5950	52.80	134.96
0018373	05/19/2020	Employment Development Dept	01-9515	425.60	
			01-9516	1,450.35	
			01-9518	3,398.82	
			01-9521	136.82	5,411.59
0018374	05/19/2020	Internal Revenue Service	01-9513	5,470.08	
			01-9517	10,552.90	
			01-9519	4,205.86	20,228.84
0018375	05/19/2020	Loy J Mattison	01-5887		843.75
0018376	05/19/2020	Marshon Jones	01-9604		412.50
0018377	05/19/2020	NorCal Ducks Courtney Bobinger	01-9604		115.00
0018378	05/19/2020	Procopio, Cory, Hargreaves & Savitch, LLP	01-5820		7,122.50
0018379	05/19/2020	TASC Client Invoices	01-9525		1,439.13
0018381	05/19/2020	The TDS Group	01-9580		2,552.50
ACH003612	04/15/2020	Catherine A. McDonnell	Cancelled		755.66 *
		Cancelled on 04/21/2020			
			Total Number of Checks	207	<u><u>545,300.48</u></u>

	Count	Amount
Cancel	1	755.66
Net Issue		<u>544,544.82</u>

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	206	544,544.82
	Total Number of Checks	206	544,544.82
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		<u><u>544,544.82</u></u>

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**Chico Country Day School
2020-21 Stipend Addendum**

Stipend Name	Description	Annual	Schedule of Payments
Athletic Director			
Athletic Director	Manages all CCDS sports programs	\$ 6,075.00	Bi-monthly with payroll
Coaching			
Head Volleyball	Lead coach for volleyball	\$ 2,000.00	End of Season
Assistant Volleyball	Assistant coach for volleyball	\$ 1,000.00	End of Season
Head Girls Basketball	Lead coach for girls basketball	\$ 2,600.00	End of Season
Assistant Girls Basketball	Assistant coach for basketball	\$ 2,100.00	End of Season
Head Boys Basketball	Lead coach for boys basketball	\$ 2,600.00	End of Season
Assistant Boys Basketball	Assistant coach for basketball	\$ 2,100.00	End of Season
Cross Country	Lead coach for cross country	\$ 1,500.00	End of Season
Mentor Teacher			
Mentor Teacher	Mentor teachers who are working on their credential through an induction program	\$ 1,800.00	Paid Annually in June
Leadership			
Leadership Coach	Lead all Middle School Leadership activities, including coordination of socials & rallies	\$ 1,050.00	Bi-monthly with payroll.
Overnight Field Trips			
Overnight Field trips	provide staff supervision of all students on an overnight field trip	\$ 100.00	Payroll after study trip occurs; per night
Science Camp Coordinator			
Science Camp Coordinator	Provide coordination of 6th grade camping trip	\$ 1,500.00	Bi-monthly with payroll.
Yearbook Coordinator			
Yearbook Elective Teacher	Provide leadership and coordination of yearbook production	\$ 1,000.00	Bi-monthly with payroll.

Chico Country Day School
2020-21 Substitute & Hourly Salary Schedule

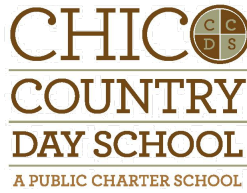
Certificated Substitute

Full Day	Over 4 hours	\$	140.00	daily
Half Day	Up to 4 hours	\$	20.00	hourly
*Long Term		\$	190.00	daily

* long term pay rate is effective on the 11th day of consecutive substituting for the same teacher (retro to day one) or if employed specifically as a long term substitute.

Classified Substitute

RTI Academic Coach	\$	15.00	hourly
Special Education Academic Coach	\$	15.00	hourly
Yard Duty	\$	14.00	hourly
Preschool	\$	15.00	hourly
Office	\$	15.00	hourly
Afterschool	\$	14.00	hourly
Janitorial	\$	15.00	hourly



INJURY AND ILLNESS PREVENTION PROGRAM (IIPP)

SAFETY POLICY STATEMENT

It is the policy of **CHICO COUNTRY DAY SCHOOL (CCDS)** that injury and illness prevention shall be considered of primary importance in all phases of operations and administration. It is the intention of the school's administration to provide safe and healthy working conditions and to establish and insist upon safe practices at all times by all employees. It is a basic requirement that each supervisor make the safety of employees an integral part of his or her regular management function. It is equally the duty of each employee to accept and follow established safety regulations and procedures.

Every effort will be made to provide adequate training to employees. However, if an employee is ever in doubt how to do a job safely, it is their duty to ask a qualified person for assistance.

Employees are expected to assist management in injury and illness prevention activities. Unsafe conditions must be reported. Fellow employees that need help should be assisted. Everyone is responsible for the housekeeping duties that pertain to their jobs

Any injury that occurs on the job must be reported to management as soon as possible. In no circumstance except an emergency, should an employee leave a shift without reporting an injury that occurred.

Assignment of Responsibility

The employer accepts the responsibility for leadership of the safety and health program, for its effectiveness and improvement and for providing the safeguards required to ensure safe conditions. Supervisors are responsible for developing proper attitude toward safety and health in themselves and in those they supervise, and for ensuring that all operations are performed with the utmost regard for the safety and health of all personnel involved. Employees are responsible for cooperation of all aspects of the safety and health program including compliance with all rules and regulations and for

continuously practicing safety while performing their duties.

Designated Safety Program Coordinator, the overall administration and oversight of the safety program is assigned to:

Margaret Reece, Chief Business Officer

Wendy Fairon, Director of Education

Claudia Trout, Director of Student Affairs

Amie Parent, Director of Student Support Services

Stuart Langford, School Facility Manager

Pamela Wilson, HR & Risk Manager

Responsibilities will include, but not be limited to:

- Review safety policy and procedures
- Develop knowledge of all applicable Cal/OSHA Safety Orders and Federal Regulations
- Maintain an occupational training program covering hazards to all types of employment and those unique to each worker's job assignment
- Schedule and conduct regular safety training meetings with all employees
- Provide necessary personal protective equipment, and instructions for use
- Conduct safety and health inspections to find, eliminate or control safety and health hazards as well as unsafe working conditions
- Correct unsafe and unhealthy work practices in a timely manner and document corrections on the Hazard Correction Form
- Keep records of all employee training, corrections of unsafe conditions, dates and results of workplace inspections.

EMPLOYEE COMPLIANCE

An incentive program is an opportunity to motivate employees to comply with safety rules, safety policy and correct unsafe acts. Examples of CCDS' options for incentives are:

- Recognition of individual employees who consistently follow policy and guidelines
- Incentive programs
- Special meetings for the presentation of awards, announcement of safety policy or practice, or the purchase of safety equipment.
- Contests for safety record improvement or recognition of a safe practice
- Meals, food or snacks in recognition of at least six months with no safety violations
- Celebrations for at least a year with no safety violations
- Any other activities as needed or desired to recognize good work by all employees at CCDS in regards to employee safety.
- Displaying safety solutions or new safety equipment
- Display of sign showing days worked without a lost-time accident

Employees who fail to follow the CCDS' code of safe work practices will be subject to training & retraining programs, disciplinary actions, or infraction notes, if necessary.

Methods for Communicating Safety Policy & Procedures

All employees shall receive safety training and instruction:

- Upon employment for job specific and general safety rules. This shall include but, not be limited to emergency preparedness and evacuation procedures and hazard communication
- If an employee is given a new job assignment, safety training for the new assignment will be given at orientation
- Whenever new substances, processes, procedures or equipment are introduced to the workplace

- During regularly scheduled safety meetings

Refresher safety training will be conducted on a regular basis and retraining shall be available for employees demonstrating a deficit in safety knowledge.

Code of Safe Practices

It is our policy that everything possible will be done to protect employees, students and visitors from accidents. Safety is a cooperative undertaking requiring participation by every employee. Failure by any employee to comply with safety rules will be grounds for corrective discipline. Supervisors shall insist that employees observe all applicable CCDS, State and Federal Safety Rules and Practices and take action as is necessary to obtain compliance and carry out this policy.

Employees shall:

1. Report all unsafe conditions and equipment to your supervisor or safety coordinator immediately.
2. Means of egress shall be kept unblocked and well-lit during work hours.
3. In the event of fire, sound an alarm and evacuate.
4. Upon hearing the fire alarm, stop work and proceed to the nearest clear exit. Gather at the designated location.
5. Only trained workers may attempt to respond to a fire or other emergency.
6. Exit doors must comply with fire safety regulations during business hours.
7. Materials and equipment may not be stored against doors or exits, fire ladders or fire extinguisher stations.
8. Aisles must be kept clear at all times.
9. Work areas should be maintained in a neat, orderly manner. Trash and recycle are to be thrown in proper waste containers.
10. All spills shall be wiped up promptly.
11. Files and supplies should be stored in such a manner as to preclude damage to the supplies or injury to personnel when they are moved. Heaviest items should be stored closest to the floor and lightweight items stored above.
12. All cords running into walk areas must be taped down or inserted through rubber protectors to avoid tripping hazards.
13. Never stack material on top of file cabinets or other high places.
14. Never leave desk or cabinet drawers open that present a tripping hazard. Use care when opening and closing drawers to avoid pinching fingers.
15. Do not open more than one upper drawer at a time, particularly the top two drawers on tall file cabinets.
16. Always use the proper lifting technique. Never attempt to lift or push an object which is too heavy. You must contact your supervisor when help is needed to move a heavy object.
17. When carrying material, caution should be exercised in watching for and avoiding obstructions, loose material, etc.
18. All electrical equipment should be plugged into appropriate wall receptacles or into an extension of only one cord of similar size and capacity. Three-pronged plugs should be used to ensure continuity of ground.
19. Equipment such as scissors, staplers, etc., should be used for their intended

purposes only and should not be misused as hammers, pry bars, screwdrivers, etc. Cleaning supplies should be stored away from edible items.

20. Cleaning solvents and flammable liquids should be stored in appropriate containers.
21. Solutions that may be poisonous or not intended for consumption should be kept in well- labeled containers.
22. Fans used in work areas should be guarded. Guards must not allow fingers to be inserted through the mesh. Newer fans are equipped with proper guards.

EMPLOYEE COMMUNICATION

The flow of safety and health information between administration and staff is required to be in a form that is readily understandable. Compliance with this provision includes the following measures:

- Staff meetings
- Training programs
- Workplace postings in the staff room
- Written communications either via paper or email
- Safety Committee meetings
- Formal and informal trainings
- Formal training will include an all staff meeting at the beginning of the school year and one-on-one training with new staff members as well as continual online training.

Safety Communication Policy

CCDS recognizes that open two-way communication between administration and staff on health and safety issues is essential to an injury-free productive workplace. Your thoughts regarding safety are considered important, and we encourage your active participation in our School's Safety Program. Please feel free to express any of your safety concerns or suggestions in safety meetings or discussions with your supervisor.

Notification of hazards, potential hazards or safety suggestions can be made anonymously by depositing a form in the staff mailbox of the Director of Education or the CBO. All suggestions will be considered seriously and will receive a response. No employee will be retaliated against for reporting hazards or potential hazards, or for making suggestions related to safety.

Other forms of safety communication will be provided via:

- New Employee Safety Orientation
- Anonymous Suggestion
- A Safety Committee meeting
- Current Safety News And Activities
- Safety Reading Material Distributed By Pay Envelope Inserts and emails
- Signs And Posters
- Safety Bulletin Board For Posting Safety Materials And Communications
- Online training

CCDS Safety Committee

The CCDS Safety Committee will conduct all of the following:

- Meet regularly
- Prepare and make available to the affected employees, written records of the safety and health issues discussed at the committee meetings and maintain for review if necessary.
- Review results of the periodic, scheduled school campus inspections.
- Review investigations of occupational injuries and illnesses and causes of incidents resulting in occupational injury, occupational illness, or exposure to hazardous substance, and where appropriate, submit suggestions to the administration of the prevention of future incidents.
- Review investigations of alleged hazardous conditions brought to the attention of any committee member.
- Submit recommendations to assist in the evaluation of employee safety suggestions.

Safety lessons learned during new employee orientation and at the beginning of the school year may be forgotten over time and unsafe work habits may develop. Brief safety meetings or informational emails or written communications are reminders to recognize potential hazards and work safely. CCDS will incorporate brief safety updates and reminders at periodic staff meetings during the year and will send out periodic safety updates via email.

Updates will be brief. The focus of the update will be prevention and not criticism of employees.

TRAINING REQUIREMENTS:

Training will be provided:

- To all employees and those given new job assignments when training has not previously been received.
- whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard.
- whenever the employer is made aware of a new previously unrecognized hazard Records of training should be kept by an assigned person.
- The following are possible indicators that training or retraining may be needed:
 - High turnover.
 - An increase in near misses which could have resulted in injuries or illnesses.
 - An increase in reported injuries.
 - High injury or illness incidence.
 - A request for personal protective equipment not currently provided, such as ear plugs or respirators.
 - Expansion of operations

Safety Training Policy

The CCDS HR Manager, School Facility Manager, Director of Education, or CBO shall be responsible for assuring training is provided to superper supervisors regarding the safety and health hazards of each employee under their immediate direction that an employee may be exposed to.

Supervisors are responsible for those under their direction who receive training on general workplace safety as well as specific instructions with regard to hazards unique to any job assignment.

When a supervisor is unable to provide the required training, he/she should notify the HR or the CBO and request that such training be given to the employee by others.

All company employees will participate in:

- Training whenever job duties or work assignments are expanded or changed
- Training whenever employees are exposed to new processes, machinery, chemicals, and/or previously unrecognized hazards
- Initial and ongoing employee safety training will be provided when new substances processes or procedures are introduced into the work environment
- Scheduled safety meetings
- Other training programs as appropriate

Examples of trainings that may be relevant during orientation or re-orientation:

- The School, State, and Federal safety policies and programs
- General and specific safety rules and regulations pertaining to hazards associated with the employee's job assignment; including the Code of Safe Work Practices
- Bloodborne Pathogen Exposure Control Plan
- Procedures for the prompt reporting of accidents and/or "near misses"
- The School's first-aid program
- Slips, Trips & Falls
- Ergonomic hazards, including proper lifting techniques
- Heat Safety
- Aerosol Transmissible Disease Prevention
- The immediate reporting of hazardous conditions and/or unsafe work practices or conditions to your supervisor without fear of reprisal.
- The method for reporting unsafe conditions and/or unsafe work practices openly or anonymously
- The school's safety rule enforcement procedures (disciplinary policy)
- Positive safety incentives for good safety record
- The School's Hazard Communication Program, emergency preparedness
- Location of fire extinguishers and emergency procedures
- Use of tools and equipment
- Proper guarding of equipment
- Material handling and lifting procedures
- Special hazards of the job
- Employee responsibility for prevention of injuries and illnesses
- Safe operations of vehicles
- Other items that apply to your specific operations
- Other Cal/OSHA required training

HAZARDS INSPECTIONS AND CORRECTIONS

Identification and Control of Hazards

Cal/OSHA requires that employers maintain a healthful workplace by using the Safety and Health Standards to help identify hazards which exist now or could develop later; and instituting procedures to control hazards and take action to eliminate them

The School is required to:

- Indicate the frequency of inspections; identify the person responsible for conducting inspections and correcting unsafe conditions in all work areas.
- Conduct inspections whenever new substances, processes procedures or equipment are introduced into the workplace that represent a new occupational safety and health hazard
- Conduct inspections whenever a new or previously unrecognized hazard is identified.

Whenever an unsafe or unhealthy condition, practice, or procedure is observed, discovered, or reported, the assigned person must take appropriate corrective measures

in a timely manner based upon the severity of the hazard. Employees must be informed of the hazard and interim protective measures taken until the hazard is corrected.

Identification and Corrections of Hazards

Initial and ongoing employee safety training will be provided when new substances processes or procedures are introduced into the work environment. Investigation of accidents and/or “near miss” incidents will be conducted to determine causation and the controls necessary to prevent a recurrence. Scheduled inspections will be conducted quarterly by the CBO and the School Facility Manager

to identify unsafe conditions.

Inspection results will be discussed during the CCDS Safety Committee meetings.

Control procedures following identification of a new or previously unrecognized hazard:

- Eliminate hazards from machines, processes, material, or work site structure
- Abate hazards by controlling exposures to it or guarding against it at its source
- Train employees to be aware of hazards and to follow safe work practices and procedures.
- Prescribe signs and personal protective equipment for warning and shielding employees against hazards
- The program administrator or designee shall:
 1. Evaluate the severity of the hazard identified, and determine if it can be abated immediately
 2. Determine hazard priority for implementing corrective procedures and actions.

Identification of a New or Previously Unrecognized Hazard

Control Procedures:

- Eliminate hazards form machines, processes, material or work site structure
- Abate hazards by controlling exposures to it or guarding against it at its source
- Train employees to be aware of hazards and to follow safe work practices and procedures.
- Prescribe signs and personal protective equipment for warning and shielding employees against hazards

The program administrator or designee shall evaluate the severity of the hazard identified, and determine if it can be abated immediately. Also suggest priority of corrective actions for identified hazards.

Correction of Unsafe or Unhealthy Conditions and/or Work Practices

Unsafe or unhealthy work conditions or practices must be corrected immediately.

Employees must be removed from affected area(s) until hazard(s) are corrected and new training implemented. Defective equipment and/or work areas are to be taken “out of service” until hazards are corrected. This should be done by physically tagging-out and locking-out equipment, and removing employees from affected work areas.

Supervisors are responsible for ensuring the proper controls have been implemented to correct hazardous conditions prior to employees resuming work.

Injury and Illness Investigation

Incident investigation is an essential element of the Injury and Illness Prevention Program. The purpose of the investigation is to determine what factors, and conditions, and/or work practices contributed to the event, so that appropriate action can be taken to prevent a recurrence. Minor incidents or “near miss” incidents will be investigated because they are a warning of a potential hazard. To assure that meaningful data will be obtained, all management personnel should be familiar with injury and illness investigation techniques. In particular, each line supervisor should be well versed in injury and illness investigation procedures, as well as being the key person in the accident investigation

Injury and Illness Investigation Procedures

All accidents or near miss incidents will be investigated by Human Resources or the CBO. The investigation will be documented on the Supervisor’s Report of Injury or Exposure Form. The Employee’s Report of Injury or Exposure will be completed by the employee.

The following are the basic rules for injury and illness investigation:

- Finding the cause of injury is the purpose of an investigation and not finding fault. An unbiased approach is necessary to obtain objective findings.
- Visit the scene of the incident as soon as possible (when it is safe to do so) to get important details from witnesses while they are fresh in their minds.
- If possible interview the injured worker at the scene.
- All interviews should be conducted as privately as possible. Interview witnesses one at a time. Talk with anyone who has knowledge of the injury and illness even if they did not actually witness it.
- Consider taking signed statements in cases where facts are unclear or there is disagreement about the facts
- Document details graphically. Use sketches, diagrams and photos as needed and take measurements when appropriate
- Focus on causes and hazards. Develop an analysis of what happened, how it happened and how it could have been prevented.
- Determine what caused the incident itself, not just the injury, and the controls necessary to prevent a recurrence.
- Follow up safety training is appropriate in many cases.
- Include an action plan. How can the injury or illness be prevented in the future?
- If a third party or defective product contributed to the injury, save any evidence. It could be critical to the recovery of claims costs.

Serious injuries, illnesses, or death of an employee must be reported **within 8 hours**.

Serious injury or illness means an injury or illness which requires: Inpatient hospitalization for more than 24 hours for other than observation; a loss of any member of the body or; any serious degree of permanent disfigurement.

SAFETY AND HEALTH RECORDKEEPING

Injury and Illness Records

These records provide information to help CCDS measure and evaluate the success of our safety and health activities.

Periodic reviews of records will help monitor the success of CCDS's IIPP. Reviewing the records to identify where our injuries are occurring and in what numbers; look for patterns or repeat situations. These records can help identify hazardous areas in our workplace and pinpoint where immediate corrective action is required.

Exposure Records

Injury and illness records may not be the only records we need to maintain. Cal/ OSHA standards concerning toxic substances and hazardous exposures require records of employee exposure to these substances and sources, physical examination reports, employment records, and other information. Employers using any regulated carcinogens have additional reporting and recordkeeping requirements. See Title 8 of the California Code of Regulations for details.

GUIDELINES FOR RECORDKEEPING

- Records will be kept for all safety program activities, and may include:
- Training schedule for each employee
- Initial orientation training
- Job descriptions and /or job analysis
- Safety Meetings
- Safety Committee Meetings
- Vehicle inspections forms
- DMV driving records
- CPR/First Aid training
- Injury and illness Investigations
- Employee and employer claim forms
- Inspections performed, in-house, and any performed by outside agencies
- Disciplinary actions

A copy of all the above records will be maintained in the Business Office.



Notice of Safety Infraction

Safety is a priority at CCDS. To prevent accidents, it's our policy to strictly enforce our rules. The following is the progressive discipline plan. Below is your current step:

1st Infraction: Written/Verbal Warning ☐

2nd Infraction: Written Warning ☐

3rd Infraction: 3 Day Suspension ☐

4th Infraction: Dismissal ☐

Employee name: _____

Supervisor name: _____

Date & location of violation: _____

The unsafe work you were observed conducting:

Your response/input to the incident:

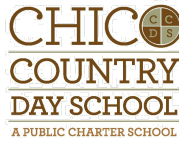
Recommendations discussed to prevent future issues:

Employee Signature

Date

Supervisor Signature

Date



EMPLOYEE SAFETY INFORMATION FORM

(Employees are advised that the use of this form or other reports of unsafe conditions or practices are protected by law. It would be illegal for CCDS to take any action against an employee in reprisal for exercising their rights to participate in communications involving safety concerns)

Do you have a safety suggestion, or do you think there is an unsafe workplace condition or practice?

Employee Name (optional): _____

Date: _____

Location: _____

Date of event (if applicable): _____

Please describe the unsafe condition or practice:

Why do you feel it is unsafe:

What do you feel CCDS could do to improve safety of the matter:

Has this matter been reported to a Supervisor/Admin? ☐ Yes ☐ No

Office Use

CCDS Action/remarks:

Admin/Personnel reviewing: _____

Signature: _____

Date: _____



SAFETY COMMITTEE MEETING MINUTES

Date: _____ Time: _____

Attendees:

NAME	TITLE

The meeting was called to order at _____:_____AM/PM by_____.

The minutes for the meeting were reviewed by_____and approved by the Committee.

Meeting Minutes will be submitted through the school's email system and a hard copy will be kept in the Business Office.



EMPLOYEE ACCIDENTS/INJURIES

Date	Position/location	# Lost work days	Incident/Condition	Preventative Action/notes

Safety Committee Topics:

Examples of topics that can be discussed by the Safety Committee are:

- Safety disciplinary action
- Employee Safety Meeting Minutes (training)
- Results of premise safety inspections
- Security issues
- Safety incentive program results
- Employee safety suggestions
- Other business discussed
- Executive Safety Committee Meeting update
- Comments from Safety Committee members and guests
- Next Committee meeting date and time
- Adjournment



HAZARD CHECKLIST

[illegible]



PERSONNEL POLICIES


Effective June  2020

TABLE OF CONTENTS

INTRODUCTION	6
EMPLOYEE RESPONSIBILITY	6
HISTORY OF CHICO COUNTRY DAY SCHOOL	6
OUR MISSION STATEMENT	6
SCHOOL POLICIES & PRACTICES	7
AT-WILL EMPLOYMENT	7
WORKPLACE VIOLENCE	10
STAFF MEMBER-STUDENT RELATIONS	10
A. BOUNDARIES DEFINED	10
B. ACCEPTABLE AND UNACCEPTABLE BEHAVIOR	11
Unacceptable Behaviors	11
Acceptable and Recommended Behaviors	12
C. REPORTING	13
Violations of Staff Member-Student Relations Policy	13
Investigating	13
Consequences	14
CHILD NEGLECT AND ABUSE REPORTING	14
OPEN DOOR POLICY	15
EMPLOYMENT CLASSIFICATIONS	15
TUBERCULOSIS TESTING	15
CRIMINAL BACKGROUND CHECKS	16
PERFORMANCE EVALUATIONS:	16
Evaluations of Teachers	Error! Bookmark not defined.
Alternative Evaluation	17
Non-Teacher Employees	18
PERSONNEL RECORDS	18
WORKING HOURS	19
Teachers	19
All Other Employees	19
OVERTIME	19
PUNCTUALITY AND ATTENDANCE	19

Substitutes	20
MAKE-UP TIME	20
TIME RECORDS	20
MEAL PERIODS	20
REST PERIODS	21
LACTATION	21
PAYDAYS	21
MANDATORY MEETINGS & TRAINING	22
CREDIT CARDS	22
EXPENSES	22
EMPLOYEES WHO ARE REQUIRED TO DRIVE	22
SCHOOL PROPERTY AND FACILITIES	23
SCHOOL KEYS	23
COMPUTERS AND ELECTRONIC EQUIPMENT	24
CELL PHONE POLICY	24
USE OF SOCIAL MEDIA	25
Standards of Conduct	25
Access	26
Discipline	27
Retaliation Is Prohibited	27
Questions	27
MEDIA RELATIONS	27
POLICY ON SOLICITATIONS, DISTRIBUTIONS AND ACCESS	27
BULLETIN BOARDS	28
RECREATIONAL AND SOCIAL ACTIVITIES	28
DISCIPLINE AND INVOLUNTARY TERMINATIONS	28
PROHIBITED CONDUCT	29
VOLUNTARY TERMINATIONS	28
REFERENCES	29
STANDARDS OF CONDUCT	29
PERSONAL STANDARDS	29
CUSTOMER & PUBLIC RELATIONS	29

CONFIDENTIAL INFORMATION	31
CONFLICTS OF INTEREST	32
DRUG AND ALCOHOL POLICY	33
SMOKING	35
SECURITY	35
SAFETY POLICY	35
ERGONOMICS	36
EMPLOYEE BENEFITS	37
VACATIONS	37
PAID SICK LEAVE	38
HOLIDAYS	39
Health Insurance	39
State Disability Insurance	40
Temporary Family Disability Insurance (Paid Family Leave)	40
Unemployment Compensation Insurance	40
Social Security	40
Workers' Compensation Insurance	40
ADMINISTRATION OF SCHOOL BENEFITS	40
LEAVES OF ABSENCE	41
FAMILY/MEDICAL LEAVES	41
PREGNANCY DISABILITY LEAVE	43
CATASTROPHIC LEAVE POLICY	44
PERSONAL LEAVE OF ABSENCE (UNPAID)	44
FUNERAL OR BEREAVEMENT LEAVE OF ABSENCE	45
MILITARY LEAVE OF ABSENCE	45
TIME OFF FOR JURY AND WITNESS DUTIES	45
TIME OFF FOR VOTING	45
WORKERS' COMPENSATION LEAVE	45
MILITARY SPOUSES LEAVE OF ABSENCE	46
DRUG/ALCOHOL REHABILITATION LEAVE	46
TIME OFF FOR ADULT LITERACY PROGRAMS	46
TIME OFF FOR ATTENDING CHILD'S SCHOOL DISCIPLINE	47

TIME OFF FOR ATTENDING CHILD'S SCHOOL ACTIVITIES	47
TIME OFF FOR DUTY AS ELECTION OFFICIAL	47
TIME OFF FOR VICTIMS OF DOMESTIC VIOLENCE OR SEXUAL ASSAULT	47
TIME OFF FOR VICTIMS OF CRIME	48
TIME OFF FOR VOLUNTEER FIREFIGHTERS & PUBLIC SAFETY OFFICIALS	48
CIVIL AIR PATROL LEAVE	49
LEAVE FOR BONE MARROW AND ORGAN DONORS	49
IN CLOSING	50
EMPLOYEE ACKNOWLEDGMENT	51

INTRODUCTION

Welcome to Chico Country Day School!

This Employee Handbook contains information about the employment policies and practices of Chico Country Day School (CCDS or the School) in effect at the time of publication. Except for employment at-will status, nothing in this Handbook constitutes, nor should be construed as, an implied or express contract of employment.

CCDS reserves the right to change, in its sole discretion, all such policies and practices and the hours, wages, working conditions, job assignments, positions, titles, compensation rates and benefits for employees at any time. Some employees of CCDS may be covered by at-will employment agreements. If terms contained in a specific at-will employment agreement conflict with the policies and procedures contained in this Employee Handbook, the employee shall adhere to his or her at-will employment agreement.

The policies set forth in this Handbook replace any and all previous policy statements, whether written or oral, which differ from or are inconsistent with the policies expressed in this Handbook. No such prior policies or procedures shall have any force or effect after the effective date of this Handbook.

EMPLOYEE RESPONSIBILITY

It is the responsibility of each employee to learn and abide by all of the School's policies, including those contained in this Handbook. If you are unclear on any policy, ask your supervisor. Failure to follow any of the School's policies may result in disciplinary action, up to and including termination.

HISTORY OF CHICO COUNTRY DAY SCHOOL

Chico Country Day School was established in 1996 and the CCDS Charter was revised and unanimously renewed in July of 2004, January, 2010, March of 2015, and September 2019. CCDS is organized as a 501(c)3 not-for-profit public benefit corporation, providing parents and students with expanded choices within the public school system in Chico and surrounding counties.

CCDS offers a broad and enriched K-8 education, emphasizing Project-based learning and integrated teaching based on the Common Core Teaching Standards. Chico Country Day School is proud to be fully accredited by the Schools Commission of the Western Association of Schools and Colleges (WASC)

1 OUR MISSION STATEMENT

The mission of CCDS is to provide a safe, joyful community where all learners are inspired to achieve their personal best.

SCHOOL POLICIES & PRACTICES

2 AT-WILL EMPLOYMENT

Nothing in this Employee Handbook creates, or is intended to create, a promise or representation of continued employment for any employee. Unless modified by a written agreement signed by an appropriate representative and approved by the School's Board of Directors, employment for all employees at CCDS is at-will. At-will employment may be terminated at the will of either the employer or the employee with or without cause and with or without notice at any time. Other than the Director of Education or designee or Chief Business Officer of CCDS, no manager, supervisor or representative of the School has the authority to enter into any agreement for employment with an employee for any specified period of time or to make any agreement for employment other than at-will. Only the Director of Education or designee or Chief Business Officer has the authority to make any such agreement, and then only in writing signed by the Director of Education or designee and Chief Business Officer and the employee and approved by the School's Board of Directors.

EQUAL OPPORTUNITY AND UNLAWFUL HARASSMENT / DISCRIMINATION / RETALIATION PREVENTION POLICY AND COMPLAINT PROCEDURES

The School is committed to providing a professional work environment free from discrimination, unlawful harassment, and retaliation. Accordingly, the School has adopted the following policies pursuant to the California Fair Employment and Housing Act, which are designed to prevent unlawful conduct in the workplace, encourage professional and respectful behavior in the workplace, promote the reporting of potential violations, and foster taking corrective action where appropriate.

All employees are expected to assume responsibility for maintaining a professional work environment in accordance with the following policies. As such, all employees who experience potential violations of the following policies are strongly encouraged to promptly report so that the School may have an opportunity to address and resolve any concerns. All other employees (particularly supervisors) are required to immediately report any potential violations of the following policies. The School is committed to responding to alleged violations of this policy in a timely and fair manner and to taking appropriate action aimed at ending the prohibited conduct.

A. Equal Employment Opportunity (Reasonable Accommodation)

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make a good faith effort to provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified applicant or employee with a disability unless undue hardship would result.

Any job applicant or employee who believes he or she requires an accommodation in order to perform the essential functions of the job should contact the Chief Business Officer and request an accommodation, specifying what accommodation he or she needs to perform the job. The School will analyze the situation, engage in an interactive process with the individual and respond to the individual's request.

B. Equal Employment Opportunity (Discrimination)

Covered Individuals: This policy protects all employees of the School as well as interns, student teachers, volunteers, and potential employees (applicants). All employees of the School are required to abide by this policy, regardless of position or status, including supervisors, management, and co-workers.

Discrimination: As used in this policy, “discrimination” means taking any adverse employment action against an employee or applicant in any aspect of employment, solely or in part based on the individual’s protected category. Discrimination may include, but is not necessarily limited to, factoring an individual’s protected category in hiring, promotion, compensation, or other terms and conditions of employment unless otherwise permitted by law.

Adverse Employment Action: As used in this policy, “adverse employment action” may include, but is not necessarily limited to, the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusal to promote or consider for promotion; denial of employment opportunities; change of an employee’s work assignments; failure to provide a workplace accommodation when required (i.e., disability, pregnancy, religion, transgender); failure to provide a leave of absence when required (i.e., medical, pregnancy, workers’ compensation, military, domestic violence); or any other unequal treatment based on the individual’s protected category resulting in an adverse employment action.

Protected Categories: The School’s policy prohibits discrimination based on race (which includes historically associated traits, such as hair styles and protective hair styles, e.g., braids, locks, and twists), religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

Scope of Policy: The School is an equal employment opportunity employer and is committed to complying with all applicable laws providing equal employment opportunities. As such, the School makes employment decisions, including, but not limited to, hiring, recruiting, firing, promotion, demotion, training, compensation, qualifications/job requirements, on the basis of merit and/or business necessity. Employment decisions are based on an individual’s qualifications as they relate to the job under consideration pursuant to legitimate business purposes.

If you believe you have been subjected to, witnessed, or have knowledge about discrimination, please follow the complaint procedure outlined below.

C. Unlawful Harassment

Covered Individuals: This policy protects all employees of the School as well as interns, student teachers, volunteers, and potential employees (applicants). All employees of the School are required to abide by this policy, regardless of position or status, including supervisors, management, and co-workers. In addition, this policy prohibits unlawful harassment by any third parties. The School will take all reasonable steps to prevent or eliminate unlawful harassment by non-employees, including customers, clients, vendors, contractors, and suppliers, who have workplace contact with our employees.

Protected Categories: The School's policy prohibits harassment based on race (which includes historically associated traits, such as hair styles and protective hair styles, e.g., braids, locks, and twists), religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

Unlawful Harassment: Prohibited harassment may include, but is not limited to, the following behavior pertaining to **any of the above protected categories**:

- Verbal conduct such as flirting, epithets, derogatory jokes or comments, voicemails, slurs or unwanted sexual advances, sexually suggestive innuendos, conversations regarding sexual activities, invitations, or comments (including, but not limited to, threats of deportation against applicants and employees and family members of applicants and employees, derogatory comments about immigration status or disability, or mockery of an accent or a language or its speakers) ("hostile work environment" harassment);
- Disrespectful or unprofessional conduct based on any of the protected categories listed above ("hostile work environment" harassment).
- Comments or conduct that consistently target one gender, even if the content is not sexual ("hostile work environment" harassment)
- Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings, gestures, text messages, social media, instant messages, e-mails, letters, pictures, or gifts ("hostile work environment" harassment);

- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of any protected basis (“hostile work environment” harassment);
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors (“quid pro quo” harassment);

Sexually harassing conduct does need not to be motivated by sexual desire and may include situations that began as reciprocal relationships but later ceased to be reciprocal.

Scope of Policy: The School is committed to providing a work environment free of unlawful harassment. This policy applies to all phases of employment, including, but not limited to, recruiting, testing, hiring, upgrading, promotion, demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training. In addition, this policy extends to conduct with a connection to an employee’s work, even when the conduct takes place away from the School’s premises, such as a business trip, business-related social function, or social media activity (depending on the circumstances).

If you believe you have been subjected to, witnessed, or have knowledge about unlawful harassment, please follow the complaint procedure outlined below.

D. No Retaliation

Covered Individuals: This policy protects all employees of the School as well as interns, student teachers, volunteers, and potential employees (applicants). All employees of the School are required to abide by this policy, regardless of position or status, including supervisors, management, and co-workers.

Retaliation: As used in this policy, “retaliation” means taking any adverse employment action against an employee because he or she engaged in protected activity pursuant to this policy. Protected activity may include, but is not necessarily limited to, the following: opposing a practice or conduct the employee reasonably believes to be unlawful; reporting or assisting in reporting suspected violations of this Equal Opportunity and Unlawful Harassment / Discrimination / Retaliation Prevention Policy; cooperating or participating in investigations or proceedings arising out of a violation of this Equal Opportunity and Unlawful Harassment / Discrimination / Retaliation Prevention Policy; or engaging in any other activity protected by applicable law.

Adverse Employment Action: As used in this policy, “adverse employment action” means conduct or an action that materially affects the terms and conditions of the employee’s employment status or is reasonably likely to deter the employee from engaging in further protected activity. Adverse employment actions may include, but are not limited to, the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; harassing another employee for filing a complaint; denying employment opportunities because of making a complaint or for cooperating in an investigation; changing an employee’s work assignments for identifying harassment or other forms of discrimination in the workplace; treating an employee differently such

as denying an accommodation; not talking to an employee (the “cold shoulder”) when otherwise required by job duties; or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

Any retaliatory adverse action because of protected activity may be unlawful and will not be tolerated. If you believe you have been subjected to, witnessed, or have knowledge about retaliation, please follow the complaint procedure outlined below.

E. Complaint Process – Discrimination, Unlawful Harassment, Retaliation

Duty to Report: All employees who believe they have been subjected to discrimination, unlawful harassment, and/or retaliation are strongly encouraged to promptly report the alleged violation(s) in accordance with the procedures set forth below. All employees (particularly supervisors) who believe they have witnessed or have knowledge of discrimination, unlawful harassment, and/or retaliation are required to immediately report the alleged violation(s) in accordance with the procedures set forth below. Immediate reporting allows the School to quickly and fairly resolve any complaints in the workplace.

In addition to reporting, any employee who experiences or witnesses conduct that the individual believes is unlawful is encouraged to tell the offending individual that the behavior is inappropriate and must be stopped, if the employee is comfortable doing so.

Where to Report Complaint to the School: Submit a complaint to your supervisor, the Chief Business Officer, or any other supervisor within the School. There is no requirement to report your complaint to any designated supervisor within the School. Select the individual with whom you feel the most comfortable discussing your complaint. Do not report your complaint to any individual who has allegedly engaged in the inappropriate behavior that is the subject of your complaint.

Supervisors must report any and all conduct of which they are made aware, which violates, or may violate, policies regarding discrimination, unlawful harassment, or retaliation to the Chief Business Officer, or other upper-level administrators or directors, as appropriate. Supervisors who fail to report alleged violations may be subject to disciplinary action, up to and including termination.

Contents of Complaint: All complaints submitted pursuant to this policy can be done in writing or verbally. Your complaint should be specific and should include the names of the individuals involved, the names of any witnesses, and any supporting documentation. Employees may choose to submit their complaints anonymously.

Response to Complaint (Investigation): Upon notice of conduct requiring an investigation, the School will look into the facts and circumstances of the alleged violation, as appropriate. The School will attempt to resolve the situation by promptly undertaking an effective, thorough, and objective investigation through the use of “qualified personnel” and using methods that provide all parties with “appropriate due process.” The School’s investigation methods will vary depending on the nature of the complaint, the allegations, the witnesses, and other factors. All complaints will be handled as confidentially as possible and information will be disclosed only as it is necessary to complete the investigation and resolve the matter.

The School may investigate conduct in the absence of a formal complaint if the School has reason to believe that an individual has engaged in conduct that violates School policies or applicable law. Further, the School may continue its investigation even if the original complainant withdraws his or her complaint during the course of the investigation.

All employees are required to fully cooperate with the School's investigation, which includes, but is not limited to, providing all pertinent information in a truthful manner, submitting pertinent documents in their possession, not interfering with the investigation in any manner, and maintaining an appropriate level of discretion regarding the investigation. Failure to do so may result in disciplinary action, up to and including termination.

During the investigation, the School will provide regular progress updates, as appropriate, to those directly involved. The School will strive to complete its investigation as efficiently as possible in light of the allegations and will reach any conclusions based on the evidence collected and credibility of the witnesses. At the completion of its investigation, the School will inform the complainant(s) and the accused of its findings to the extent permitted by applicable law.

Corrective Action: If the School determines that violations have occurred, the School will take appropriate corrective action in accordance with the circumstances involved, including appropriate action to deter future conduct. Examples of potential corrective action include, but are not limited to, written or verbal disciplinary action, suspension, reassignment, demotion, or termination, among others. In addition, the offending individual may be legally liable for his or her conduct, depending on the circumstances. Due to privacy protections, the School is not able to fully disclose its entire decision regarding corrective action to the complainant.

No Retaliation: There will be no retaliation against any employee who brings a complaint in good faith or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. Please refer to the School's Retaliation Policy above for further information.

How to Report Complaint to Government Agencies: Employees who believe that they have experienced unlawful conduct under these policies may also file a complaint with the local offices of the Equal Employment Opportunity Commission (EEOC) and/or the California Department of Fair Employment and Housing (DFEH). The DFEH and the California Fair Employment and Housing Council ("FEHC") as well as the EEOC can also order an employer to hire, reinstate, or promote a victim of discrimination, unlawful harassment, and/or retaliation or make other changes in the School's policies. The address and phone number of the local DFEH and EEOC offices can be found online or dialing 800-FREE-411.

3 WORKPLACE ANTI-VIOLENCE

The School is committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, the School has established a strict policy that prohibits any employee from threatening or committing any act of violence in the workplace, while on duty, while on School -related business, or while operating any vehicle or equipment owned or leased by the School. This policy applies to all employees.

A. Workplace Violence Defined

Workplace violence includes, but is not limited to, threats of any kind; threatening, physically aggressive, or violent behavior, such as intimidation or attempts to instill fear in others; other behavior that suggests a propensity toward violence, including belligerent speech, excessive arguing or swearing, sabotage, threats of sabotage of School property; defacing School property or causing physical damage to the facilities; and bringing weapons or firearms of any kind on School premises or while conducting School business on or off School property.

B. Scope

In order to achieve our goal of providing a workplace that is secure and free from violence, the School must enlist the support of all employees. Compliance with this policy and the School's commitment to a zero-tolerance policy with respect to workplace violence is every employee's responsibility. Compliance with this anti-violence policy is a condition of employment. Due to the importance of this policy, employees who violate any of its terms, who engage in or contribute to violent behavior, or who threaten others with violence may be subject to disciplinary action, up to and including immediate termination.

C. Reporting

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, student, parent, visitor, or anyone else, he or she must immediately notify his or her supervisor, Human Resources, or the Chief Business Officer. Furthermore, employees should notify Human Resources or the Chief Business Officer if any restraining order is in effect or if a potentially violent non-work-related situation exists that could result in violence in the workplace. If an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be sought immediately. In such situations, the employee should contact the law enforcement authorities by dialing 911. After contacting the law enforcement authorities, the employee must report the incident to Human Resources or the Chief Business Officer as soon as possible.

Employees should immediately inform their supervisor or Chief Business Officer about any workplace security hazards. If these individuals are not available, the employee should immediately inform any other supervisor so that appropriate action can be taken.

D. Enforcement

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the School will inform the reporting individual of the results of the investigation. To the extent feasible, the School will maintain the confidentiality of the reporting employee. However, the School may need to disclose information in appropriate circumstances (for example, in order to protect individual safety). The School will not tolerate retaliation against any employee who reports workplace violence.

If the School determines that workplace violence has occurred, the School will take appropriate corrective action and may impose disciplinary action, up to and including termination. Any person

who violates this policy on School property may be removed from the premises as quickly and safely as possible, at the School's discretion, and may be required to remain off School premises pending the outcome of an investigation of the incident. In certain circumstances, the School may seek a workplace violence restraining order on behalf of one or more employees in furtherance of its commitment to providing a workplace that is free from acts of violence or threats of violence.

E. Retaliation Prohibited

There will be no retaliation against any employee who brings a complaint in good faith under the Workplace Anti-Violence Policy or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken against employees who, in bad faith, make false or frivolous accusations.

4 STAFF MEMBER-STUDENT RELATIONS

A. Boundaries Defined

For the purposes of this policy, the term "Boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing beyond the Boundaries of a student/teacher or student/educator relationship is deemed an abuse of power and a betrayal of public trust.

B. Acceptable And Unacceptable Behavior

Some activities may seem innocent from a staff member's perspective, but some of these can be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of acceptable and unacceptable behavior is not to restrain innocent, positive relationships between staff and students but to prevent relationships that could lead to, or may be perceived as, inappropriate, sexual misconduct or "grooming." Grooming is defined as an act or series of acts by a sexual predator to gain physical and/or emotional control by gaining trust (of staff and/or family and a minor) and desensitizing the minor to various forms of touching and other intimate interaction.

Staff members must understand their own responsibilities for ensuring that they do not cross the Boundaries as written in this policy. If a student specifically requests that he or she not be touched, then that request must be honored. Disagreeing with the wording or intent of the established Boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities. Although sincere, professional interaction with students fosters the charter mission of academic excellence, student/staff interaction has Boundaries regarding the activities, locations and intentions.

Unacceptable Behaviors

(These lists, and any subsequent lists, are not meant to be all-inclusive, but, rather illustrative of the types of behavior addressed by this policy.)

- a. Giving gifts to an individual student that are of a personal and intimate nature (including photographs); or items such as money, food, outings, electronics, etc. without the written pre-approval of the Director of Education.
- b. Kissing of ANY kind
- c. Massage (Note: Prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IEP or 504 plan.)
- d. Full frontal or rear hugs and lengthy embraces
- e. Sitting students on one's lap (grades 3 and above)
- f. Touching buttocks, thighs, chest or genital area
- g. Wrestling with students or other staff member except in the context of a formal wrestling program
- h. Tickling or piggyback rides
- i. Any form of sexual contact
- j. Any type of unnecessary physical contact with a student in a private situation
- k. Intentionally being alone with a student away from the school
- l. Furnishing alcohol, tobacco products, or drugs or failing to report knowledge of such
- m. "Dating" or "going out with" a student
- n. Taking photographs or videos of students for personal use or posting online
- o. Undressing in front of a student
- p. Leaving campus alone with a student for lunch
- q. Sharing a bed, mat, or sleeping bag with a student
- r. Making, or participating in, sexually inappropriate comments
- s. Sexual jokes, or jokes/comments with sexual overtones or double-entendre
- t. Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator

- u. Listening to or telling stories that are sexually oriented
- v. Discussing your personal troubles or intimate issues with a student
- w. Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- x. Giving students a ride to/from school or school activities without the express, advance written permission of the parent or legal guardian and the Chief Business Officer
- y. Being alone in a room with a student at school with the door closed and/or windows blocked from view
- z. Allowing students in your home without signed parent permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or other responsible adult designated by the School
- aa. Remarks about the physical attributes or physiological development of anyone This includes comments such as “Looking fine!” or “Check out that [body part].”
- bb. Excessive attention toward a particular student
- cc. Sending e-mails, text messages, social media (e.g. Facebook) messages, instant messages, or letters to students or chatting electronically with students if the content is not about school activities; communication via private social media accounts is not acceptable
- dd. Using profanity with or to a student

Acceptable and Recommended Behaviors

- a. Obtaining parents' written consent for any after-school activity on or off campus (exclusive of tutorials)
- b. Obtaining formal approval (site and parental) to take students off school property for activities such as field trips or competitions
- c. Sending E-mails or text-messages and/or initiating phone conversations and other communications to and with students that are professional and pertain to school activities or classes using non-private school-based technology and equipment
- d. Keeping the door wide open when alone with a student
- e. Keeping reasonable and appropriate space between you and the student
- f. Stopping and correcting students if they cross your own personal boundaries

- g. Keeping administration informed when a significant issue develops about a student, such as a change in demeanor or uncharacteristic behavior
- h. Keeping after-class discussions with a student professional and brief
- i. Immediately asking for advice from senior staff or administrators if you find yourself in a difficult situation related to Boundaries
- j. Involving your supervisor if conflict arises with a student
- k. Informing your supervisor about situations that have the potential to become more severe, including but not limited to: grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult
- l. Making detailed notes about an incident that, in your best judgment, could evolve into a more serious situation later
- m. Recognizing the responsibility to stop unacceptable behavior of students and/or co-workers
- n. Asking another staff member to be present if you will be alone with any student who may have severe social or emotional challenges (and you are not the assigned case educator)
- o. Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
- p. Giving students praise and recognition without touching them in questionable areas, e.g. giving appropriate pats on the back, high-five's, and handshakes are appropriate
- q. Giving students comfort without touching them in questionable areas, e.g. touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact when age appropriate
- r. Giving students necessary assistance without touching them in questionable areas, e.g. holding hands while walking with small children or children with significant disabilities, helping a student up after a fall, performing CPR or other emergency first aid, or assisting with toileting of small or disabled children in view of another staff member
- s. Touch required under an IEP or 504 Plan
- t. Keeping your professional conduct a high priority during all moments of student contact
- u. Asking yourself if any of your actions which go contrary to these provisions are worth sacrificing your job and career

This policy does not prevent the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend one's self, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.

C. Reporting

Violations of Staff Member-Student Relations Policy

When any staff member, parent, or student becomes aware of a staff member (or volunteer, guest or vendor) having crossed the Boundaries specified in this policy, or has a reasonable suspicion of misconduct, he or she must report the suspicion to the Director of Education or designee or the Chief Business Officer promptly. Reasonable suspicion means something perceived in spite of inconclusive or slight evidence.. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the school as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses Boundaries, or any situation in which a student appears to be at risk for sexual abuse.

Investigating

The Director of Education or designee or Chief Business Officer will promptly investigate and document the investigation of any allegation of a violation of the Staff Member-Student Relations Policy, using such support staff or outside assistance as is deemed necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, shall do their best to protect the privacy interests of any affected student(s) and/or staff member(s), including any potential witnesses, as much as possible.

The investigating administrator shall promptly notify the Governing Board in closed session of the existence and status of any investigations. Upon completion of any such investigations, the Chief Business Officer shall report to the Governing Board any conclusions reached.

Consequences

Staff members who have violated this policy will be subject to appropriate disciplinary action, including and up to termination, and, where appropriate, will be reported to authorities for potential legal action.

5 CHILD NEGLECT AND ABUSE REPORTING

California Penal Code section 11166 requires any teacher or child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse or neglect to report the incident to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

Employees shall also report such incidents to the Director of Education or designee. Reporting such incidents to the Director of Education or designee does not relieve the Employee of responsibility to also immediately report such incidents to the appropriate child protective agency by telephone and to send a written report thereof within thirty-six (36) hours. Child protective agencies are the police, sheriff, county probation, child protective services/welfare department.

Child abuse or neglect is broadly defined to include; :

1. Physical injury or death that is inflicted by other than accidental means on a child by another person;
2. Physical neglect, including both severe and general neglect, resulting in negligent treatment or maltreatment of a child;
3. Sexual abuse including both sexual assault and sexual exploitation; and
4. Emotional abuse and emotional deprivation including willful cruelty or unjustifiable punishment

There is no duty for the reporter to contact the child's parents. In fact, if a child is released to a peace officer or a child protective agency agent, the reporter shall **not** notify the parent as required in other instances of removal.

When two or more persons who are required to report jointly have knowledge of or suspect an instance of child abuse, and when there is agreement among them, the telephone report may be made by any one of them who is selected by mutual agreement, and a single report may be made and signed by the person selected. However, if any person who knows or should know that the person designated to report failed to do so, that person then has a duty to make the report.

The duty to report child abuse is an individual duty and no supervisor or administrator may impede or inhibit such reporting duties.

6 OPEN DOOR POLICY

At some time or another, you may have a suggestion, complaint or question about the School, your job, your working conditions, or the treatment you are receiving. We welcome your concerns, suggestions, complaints and questions, and encourage you to bring them to our attention. For issues other than prohibited harassment, discrimination, or retaliation, we ask that you take your concerns first to your supervisor, who will address the matter and provide a solution or explanation. If your supervisor is not able to resolve the situation, you may bring your concerns to the Director of Education or designee or Chief Business Officer, preferably in writing.

Likewise, employees with concerns about practices that are believed to be illegal or violate the School's policies are encouraged to report them to their supervisor or Human Resources. Alternatively, employees may report such matters to members of the Board of Directors. Employees who come forward with credible information on practices believed to be illegal or violations of School policy will be protected from retaliation.

7 EMPLOYMENT CLASSIFICATIONS

Employees at CCDS are classified by the School as exempt or nonexempt and full-time or part-time.

Exempt Employees: Exempt employees are regular employees whose job assignments meet the applicable federal and/or state requirements for overtime exemption. Exempt employees are compensated on a salary basis and are not eligible for overtime pay.

Nonexempt Employees: Nonexempt employees are regular employees subject to applicable federal and/or state overtime regulations, and will be compensated for overtime hours worked in accordance with the law. Nonexempt employees must comply with the School's policies regarding overtime, meal and rest breaks and timekeeping.

Full-Time Employees: Full-time employees are employees who are regularly scheduled to work 30 hours or more per week and are eligible for benefits as outlined within this handbook.

Part-Time Employees: Part-time employees are employees who are regularly scheduled to work fewer than 30 hours per week. Part-time employees are not eligible for holiday pay, or benefits except as otherwise stated.

If you have any question about your classification, you should check with the Chief Business Officer.

8 TUBERCULOSIS TESTING

No person shall be employed by the School unless he or she provides proof of having submitted to a tuberculosis (TB) risk assessment and that no risk factors have been identified. If TB risk factors are identified, or as an alternative to the assessment, the applicant must submit proof that a qualified professional has determined he or she is free of infectious TB following testing and examination. The examination, if required, shall consist of an approved intradermal tuberculin test or any other test for infectious TB that is recommended by the federal Centers for Disease Control and Prevention and licensed by the federal Food and Drug Administration. If the test is positive, it shall be followed by an X-ray of the lungs. Each employee shall cause to be on file with the School a certificate from a qualified professional showing the employee was assessed or examined and found free of risk factors or of infectious tuberculosis (as applicable).

A person who transfers employment from another public school can meet these requirements by providing a certificate from a qualified professional that shows the person was found to be free of infectious TB within 60 days of initial hire or the school previously employing the person verifies that the person has a certificate on file showing that the person is free from infectious TB.

An employee who has no identified risk factors or who tests negative for TB shall undergo the TB risk assessment and, if risk factors are identified, the examination, at least once every four years or more often if directed by the School's Board upon recommendation by the local health officer.

The examination (if necessary) or risk assessment is a condition of initial employment and the expense incident thereto shall be borne by the applicant. The School shall reimburse current employees for the cost, if any, of the tuberculosis risk assessment and the examination.

9 CRIMINAL BACKGROUND CHECKS

It is the policy of the School to require fingerprinting and background checks for its employees consistent with legal requirements.

On a case-by-case basis, the Director of Education or designee and/or Chief Business Officer shall determine whether a volunteer will have more than limited contact with pupils or consider other factors requiring a criminal background check for such a volunteer.

10 IMMIGRATION COMPLIANCE

The School is committed to full compliance with federal and state immigration laws. These laws require that all individuals pass an employment verification procedure before they are permitted to work. This procedure has been established by law and requires that every individual provide satisfactory evidence of his or her identity and legal authority to work in the United States no later than three business days after he or she begins work. Accordingly, all new hires must go through this procedure.

11 CERTIFICATION

The School's teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment in accordance with applicable law. The School's teachers must obtain a Certificate of Clearance satisfying the requirements for professional fitness pursuant to Education Code sections 44339, 44340, and 44341.

12 PERFORMANCE EVALUATIONS

Employees will receive periodic performance evaluations. Your supervisor will conduct the evaluation and discuss it with you. The School strives to conduct performance evaluations annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations should help you become aware of your progress, areas for improvement, and objectives or goals for future work performance.

Positive performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you and discussed with you by your supervisor and that you are aware of its contents.

The School's provision of performance evaluations does not alter the at-will employment relationship. Nothing in this policy shall limit the right to terminate employment at-will or limit the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. Failure by the School to evaluate the employee will not prevent the School from transferring, demoting, disciplining, or terminating an employee. Employment is at the mutual consent of the employee and the School. Accordingly, either the employee or the School can terminate the employment relationship at-will, at any time, with or without reason and with or without notice.

A. Teacher Evaluations

Newly hired teachers will typically have their performance goals reviewed by their supervisor within the first 90 days of employment. Thereafter, evaluations are generally conducted for new employees on an annual basis for at least two years. Evaluations may also be conducted in relation to job changes, transfers, etc. The purpose of evaluations is to let employees know how well they are performing and whether they have any performance problems.

The performance evaluation process is outlined below:

- Pre-Observation Conference and Goal Setting – Individual meeting with the supervisor to develop two goals for the school year. The goals need to be connected to the job for which the employee was hired to do. Also addressed will be procedures and other relevant topics to job performance.
- Informal Observations (periodically throughout the year) – Brief visits or casual observations by the employee's supervisor.
- Evaluative Summary (by June 1) – A narrative written by both the supervisor and the employee, which includes a summary of observations and experiences throughout the year as well as goal setting for the following year.

B. Alternative Evaluation

CCDS shares the belief that offering an alternative to the traditional evaluation system will improve excellence in instruction by promoting the professional growth of experienced teachers.

Participation

All teachers who have worked at CCDS for at least 10 years with no negative evaluations, as determined by CCDS, may be eligible to participate in an alternative evaluation system. Participation will be voluntary by the teacher with the approval of the CCDS Administrator or designee. There will be no limit on the number of participants.

The alternative 5 year evaluation option, if mutually agreed upon, shall take the place of the traditional evaluation methods. Teachers whose participation in the alternative evaluation program is judged to detract from the teacher's instructional and professional performance may be reassigned

during the year to the traditional evaluation process. The administrator may specify to the affected teacher, in writing, the reasons for the evaluation reassignment, but is not required to do so.

Process

a. Goal Setting

The teacher will develop goals as the foundation for his/her alternative evaluation option. During the goal setting conference, the site administrator and the teacher will:

Agree on the goals and the selection of the alternative evaluation option.

Develop timelines for completion.

Review how the alternative evaluation option will enhance student learning.

b. Alternative Evaluation Options

The teacher should select alternative evaluation options which are in close alignment with his/her annual goals. The CCDS approved alternative options are described as follows:

c. Collaboration

CCDS believes the most effective professional growth occurs through collaboration. The teacher and the site administrator will work together in the selection of the options and the development of the specific activities. All participants in the alternative evaluation option will be encouraged to share the progress and results of their alternative individual or educational team activities with other colleagues.

d. Timelines

The teacher will submit written alternative evaluation plan/goals. Timelines are to be predetermined by the participants and the site administrator.

e. Final Report

Prior to the end of the year, the teacher and administrator will meet to review the progress of the selected teacher activities and the administrator will provide a written response. Upon satisfactory completion of the selected activities, a form indicating completion of the alternative evaluation plan and meeting CCDS Teaching Standards will be included in the personnel file.

C. Non-Teacher Employees

All other employees may be evaluated every other year by the CCDS Administrator or designee or the Chief Business Official. The CCDS Administrator or designee and the Chief Business Official may be evaluated annually by the CCDS Board of Directors pursuant to a process to be determined by the Board.

13 PERSONNEL RECORDS

The information recorded in your personnel file is extremely important to you and to CCDS. It is your responsibility to make sure that the personal data in the file is accurate and up to date. Report any change of address, phone number, emergency contact information, tax withholding information, completion of education, etc., to the Chief Business Officer in writing immediately. As a School employee, you have a right to inspect your personnel file, as provided by law, on the School premises at a time mutually convenient for you and CCDS. You also have a right to receive copies of documents that you have signed and copies of your itemized wage statements. You may add your version of any disputed item in your personnel file.

14 WORKING HOURS

Teachers

Teachers are to arrive at work by at least 7:45 a.m. and are to remain on campus until at least 3:15 p.m., after the common preparation time. Teachers shall be present at additional times as may reasonably be necessary in order to meet with parents and students. Teachers shall also be present at staff meetings as scheduled by the CCDS Administration.

All Other Employees

Normal working hours at CCDS are Monday through Friday from 7:30 a.m. until 4:00 p.m. The work schedule for full time nonexempt employees is normally 40 hours per week. Your supervisor will assign your work schedule. Once assigned, this work schedule can be changed by your supervisor at any time for any reasons, which include but are not limited to, fluctuations in the School's calendar, to better serve the students, or the reorganization of your responsibilities.

15 OVERTIME

The School provides compensation for all overtime hours worked by nonexempt employees in accordance with applicable state and federal law. For purposes of overtime pay calculations for nonexempt employees, the workweek at the School begins Sunday at 12:00 AM and ends the following Saturday at 11:59 PM. The workday begins at 12:00 AM and ends at 11:59 PM. Your supervisor will notify you when overtime work is required. Prior written authorization from your supervisor must be obtained before working any overtime. Failure to obtain such approval may subject an employee to discipline, up to and including termination. All overtime must be accurately recorded on your timesheet.

16 PUNCTUALITY AND ATTENDANCE

Employees are expected to observe regular attendance and be punctual. Absent extenuating circumstances, on any day you are scheduled to work, but are unable to report for work, you must contact your supervisor as soon as possible, preferably prior to the start of the work period but in no event more than 30 minutes after the time you are scheduled to begin working for that day. The

School understands that in some cases, advance notice is not possible. In these cases, notify your supervisor at the earliest possible moment.

Unless excused, more than three instances of tardiness by an employee during any twelve-month period is considered excessive. Any unexcused absence may be grounds for discipline up to and including termination.

Except as otherwise provided by law, if you fail to report for work without any notification to a supervisor for a period of three business days, the School will consider that you have abandoned and terminated your employment.

Substitutes

Teachers and employees with direct responsibility for students, such as Instructional Aides, who find it necessary to be absent or late, are required to notify the School as soon as possible. In the event teachers are absent or late, Teachers should have appropriate lesson plans ready for use by any assigned substitute.

17 MAKE-UP TIME

CCDS may permit nonexempt employees to take personal time off during the workweek and make up work time that is or would be lost as the result of such personal time off.

Make-up time must be requested in writing by the employee and approved in advance by your supervisor. Make-up time must be worked during the same workweek as the time missed. Employees are permitted to work up to 11 hours in one day, without incurring overtime, while making up missed time. Under no circumstances are employees permitted to work more than 11 hours in one day, or 40 hours in one week, for purposes of make-up time.

18 TIME RECORDS

Time records must be accurately completed within the School's timekeeping system by nonexempt employees. Each time record must show the exact time worked, the meal periods taken (including start and end times), and your signature. Absences and overtime must be accurately identified on your time record. You cannot record time and/or submit a time record for another employee. Each employee must sign and submit his or her own time record.

Exempt employees must report partial days of absence from work. This time may be deducted from an exempt employee's accrued leave, if any. Deductions from an exempt employee's salary will be made only in accordance with applicable law.

Employees should immediately contact the Business Office with any questions concerning their pay so that inadvertent errors can be corrected. Any discrepancies or shortages in the calculation of wages should be reported as soon as possible after payday.

19 MEAL AND REST PERIODS

A. Meal Periods

Nonexempt employees scheduled to work more than five hours in a day are provided the opportunity to take an uninterrupted 30 minute unpaid meal period during which time you will be relieved of all duties. This meal period must be commenced before the end of the fifth hour of work. You may leave the premises on your meal period. This meal period may be waived by the employee if your workday will be completed within a total of six hours. To waive a meal period, you must request the waiver in writing and receive prior written approval from your immediate supervisor or the Chief Business Official.

If an employee's day exceeds ten hours of work time, the employee is entitled to an additional uninterrupted 30 minute duty-free meal period. The second meal period must be taken by the end of the tenth hour. This second meal period may be waived by the employee only if the employee has taken the required first meal period of at least 30 minutes and the employee's workday will not exceed 12 hours. To waive the second meal period, you must request the waiver in writing and receive prior written approval from your immediate supervisor or the Chief Business Official.

During your meal period, you may not work at all. You are excused from all duties. Nonexempt employees must observe assigned working hours, the time allowed for meal periods, and report any missed or short meal period on the day's time record. If you are prevented by a supervisor or by work circumstances from taking your entire 30-minute meal period, without interruption, you must inform your immediate supervisor or the Chief Business Official, in writing.

B. Rest Periods

Nonexempt employees are authorized, permitted, and strongly encouraged to take a ten minute rest period for each four hours or major portion thereof worked. Ordinarily, this amounts to two 10-minute rest periods per 8-hour workday. The first rest period should be taken roughly in the middle of the 4-hour work period prior to lunch, and the second rest period should be taken roughly in the middle of the 4-hour work period following lunch. You do not need to record the times of these rest periods. You will be paid for the time spent on your rest periods.

Your supervisor may schedule your rest periods. Do not take more than ten minutes for each rest period. You may leave the premises on your rest period.

C. Responsibilities

Employees may not join together required meal or rest periods in order to take a longer break. Also, you may not miss a required meal or rest period in order to start work later or leave work earlier.

If you encounter any challenges with taking meal or rest periods in accordance with this policy, please immediately notify the Chief Business Officer in advance whenever possible (and, in any event, as soon as possible) so that the proper measures may be taken. Supervisors may not pressure

or coerce employees to take late, short, or interrupted meal and rest periods or to skip their meal and rest periods. If you feel pressured or coerced, report it to the Chief Business Officer.

D. Reporting

Any employee who misses a meal or rest period or who experiences a late, short, or interrupted meal period—for any reason—must immediately report this issue to the Chief Business Officer. The employee must provide a thorough explanation for the non-compliant meal or rest period. The employee must make the report on the same workday that he or she experienced the non-compliant meal or rest period.

If an employee voluntarily chooses to miss a meal or rest period or take a late, short, or interrupted meal period (e.g., I chose to take my lunch later in the day or I chose to refuse an “authorized” meal period at the time provided by the School), the employee is not entitled to premium pay (one additional hour of pay). If an employee involuntarily experiences a missed meal or rest period or a late, short, or interrupted meal period (e.g., my supervisor asked me to handle a client call or meeting that caused me to miss or take a late meal period), the employee is entitled to premium pay.

E. Discipline

Failure to comply with the School’s policy regarding meal and/or rest periods can lead to discipline, up to and including termination.

20 LACTATION

Employees may use their meal and/or rest periods for the purpose of expressing breast milk. If required, a reasonable amount of additional time will be provided. Such additional time will be unpaid.

A private location to express breast milk will be provided in close proximity to the employee’s work area. The employee’s normal work area may be used if it allows the employee to express milk in private. In certain circumstances, a temporary location, multipurpose room, or shared space may be provided in accordance with applicable law. The location will also meet the following requirements: not be a bathroom; be free from intrusion; be shielded from view; be safe, clean, and free of hazardous materials; contain a surface to place a breast pump and personal items; contain a place to sit; and have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump. In addition, the School shall provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee’s work area. If a refrigerator cannot be provided, the School may provide another cooling device suitable for storing milk, such as a School-provided cooler.

To request the above, please contact the Chief Business Officer. The School will respond accordingly, generally within two business days.

If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with his or her supervisor and/or the Labor Commissioner’s Office. For more information, contact the Labor

Commissioner's Office by phone at 213-897-6595 or visit a local office by finding the nearest one on our website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

21 PAYDAYS

Paydays at CCDS are the 15th and last day of each month. Checks will be distributed by the Chief Business Officer or his or her designee. If a normally scheduled pay date falls on a weekend or holiday, paychecks will be distributed the preceding business day.

A written, signed authorization is required for mail delivery, except as specified above, or for delivery of your paycheck to any other person. If you have automatic deposit for your paycheck, your funds will be deposited to the financial institution you requested by the end of business on the scheduled payday.

If a wage garnishment order is received by CCDS for one of our employees, we are obligated by law to comply with the demand. The affected employee will receive notice from his or her supervisor or the Chief Business Officer as soon as possible.

22 MANDATORY MEETINGS & TRAINING

CCDS will pay nonexempt employees for time spent attending meetings and training programs outside of regular working hours under the following conditions:

1. Attendance is mandated by the School; or
2. The meeting or training program is directly related to the employee's job and the employee's attendance is approved by management in advance.

All mandatory meetings and training programs will be identified as such. Do not assume a meeting or training program is approved by the School unless identified as mandatory. Check with your supervisor if there is any question.

Nonexempt employees must record the actual hours of attendance on the day's time record. If attendance at a mandatory meeting or training program results in travel beyond that of your normal commute, you will be compensated for this additional time spent traveling. The rate of pay for attending and or traveling to meetings and training programs may vary from the employee's normal pay rate in accordance with applicable law. If you have questions on how to record your time, you should ask your supervisor.

23 CREDIT CARDS

Some employees may be issued School credit cards. These credit cards are for School business only. Personal charges are prohibited.

24 EXPENSES

The School reimburses employees for reasonably necessary business expenses. Employees who have incurred authorized business expenses must complete a Reimbursement Request Form and submit receipts fully documenting the expense to the Chief Business Officer. Do not incur expenses without prior written authorization.

25 EMPLOYEES WHO ARE REQUIRED TO DRIVE

Employees using a personal vehicle for School business will be reimbursed on a per mile traveled basis in accordance with the rates established by the Internal Revenue Service. Employees required to drive their own vehicle on approved School business must present proof of current, sufficient insurance coverage and a copy of a current, valid Driver's License. To the extent permitted by law, the School retains the right to transfer to an alternative position, suspend, or terminate such employees whose license is revoked or who fail to maintain personal automobile insurance coverage. Motorcycles are not an approved form of transportation for conducting School business.

It is required that you use good judgment, observe all policies set forth by the School as well as applicable traffic laws, regardless if you are driving a School vehicle or your own vehicle for the purpose of conducting School business. Report any type of accident, traffic citation, and/or vehicle damage immediately to your supervisor. If you receive a traffic citation while on School time, you will be responsible for payment of the citation.

Employees must adhere to School policies and traffic laws. Employees are prohibited from transporting unauthorized passengers in a personal vehicle during work time. Employees who are involved in an accident while driving on school business may be required to take a drug or alcohol test. Refusal to submit to this test may be grounds for discipline up to and including termination.

Pursuant to applicable law and safety standards, employees whose job responsibilities include regular or occasional driving and who are issued a cell phone for business use must refrain from using their phone while driving unless they are using a hands-free device. Safety must come before all other concerns. Thus, unless an employee is using a hands-free device in a safe-manner, he or she must safely pull off to the side of the road and safely stop the vehicle before placing, accepting, or continuing a call. Sending or reviewing text messages while driving is also prohibited.

Employees whose job responsibilities do not specifically include driving as an essential function, but who use a cell phone for business purposes, whether issued by the School or not, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves, students, or others at risk to fulfill business needs.

Any employee who fails to comply with this policy will be deemed to have engaged in grossly negligent conduct beyond the course and scope of his or her employment. As a result, any employee who is charged with a traffic violation or incurs any other form of liability resulting from a violation of this policy will, to the extent allowed by applicable law, be solely responsible for any such liability. Violations of this policy will be subject to disciplinary action, up to and including termination.

26 SCHOOL PROPERTY AND FACILITIES

All School property and facilities, including but not limited to, desks, storage areas, work areas, lockers, file cabinets, computer systems, telephone systems, tools, equipment and vehicles are to be used only for CCDS' business and must be properly used and maintained. School material, time or equipment may not be used for personal projects or non-School related business. The School reserves the right, at any time, and without prior notice, to inspect any and all of the School's property or facilities to ensure that School policies are being followed. Such inspections may be conducted during or after business hours and in your presence or absence. Employees have no reasonable expectation of privacy in this regard.

Prior authorization must be obtained before any School property may be removed from the premises. Upon termination of employment or during any extended leave of absence, employees are required to immediately return to the School all keys and property of the School in as good condition as when received (normal wear and tear excepted) including, but not limited to, all files, records, documents, instructional materials, specifications, lists, equipment and supplies, promotional materials, and similar items relating to the business of the School.

27 SCHOOL KEYS

You will be assigned all appropriate building keys needed to conduct your daily job responsibilities. You are responsible for all keys. Duplication of any School key is not allowed. It is against School policy to loan or distribute your assigned keys to another employee or non-employee of the School. If your School keys/entry card are lost, misplaced, destroyed, or stolen, you must report it immediately to your supervisor.

28 EMPLOYEE PROPERTY

For security reasons, employees should not leave personal belongings of value in the workplace. Employees are responsible for the security of their personal belongings. The School is not responsible for any lost or stolen personal items at work.

Terminated employees should remove any personal items at the time they leave the School. Personal items left in the workplace by previous employees are subject to disposal if not claimed at the time of the employee's termination, unless the parties have arranged otherwise

29 COMPUTERS AND ELECTRONIC EQUIPMENT

Every user who is provided access to the School's Communications Systems is responsible for using the Communications Systems in accordance with this policy. Any questions about this policy should be addressed to the Chief Business Officer.

A. Definitions

The School's electronic communications systems ("Communications Systems") includes, but is not limited to, computers, laptops, e-mail, telephones, cellular phones, tablets, PDAs, text messaging,

instant messaging, video conferencing, voice mail, facsimiles, and connections to the Internet and other internal or external networks.

B. Ownership and Conditions of Use

The Communications Systems is the property of the School. It has been provided by the School for the sole purpose of conducting School-related business as well as other business that is approved by the Chief Business Officer. All communications and information transmitted by, received from, or stored in these systems are School records and the property of the School.

Electronic communications are a means of business communication. The School requires all users to conduct themselves in a professional manner. Users should conduct all electronic communications with the same care, judgment, and responsibility that they would use when sending letters or memoranda written on School letterhead. All electronic communications you send should include the School's electronic communications privacy notice. No electronic communication may be sent which hides the sender or represents the sender as someone else. Special care must be taken when posting any information on the Internet because of the potentially broad distribution of and access to such information.

To protect the integrity of the School's Communications Systems and the users thereof against unauthorized or improper use of these systems, the School reserves the right, without notice, to limit or restrict any individual's use, and to inspect, copy, remove, or delete any unauthorized use of its Communications Systems upon authorization of the Chief Business Officer or his or her delegatee. The School also reserves the right periodically to monitor the use of its Communications Systems and to access users' voice mail, Internet access, and e-mail for that purpose or any other business related purpose upon authorization of the Chief Business Officer or his or her delegatee.

Erasing an e-mail message from a mailbox does not necessarily erase all copies of the message on the network. Archived copies may be stored for substantial periods of time and are subject to the provisions of this policy regarding content, review, access, and disclosure.

Users are required to comply with this policy and agree to be bound by this policy by using the School's Communications Systems.

C. Confidentiality and Privileges

Information stored on the Communications Systems is intended to be kept confidential within the School. The School has taken all reasonable steps to assure confidentiality and security. Like other means of communication, however, it is not possible to guarantee complete security of electronic communications either within or outside the School, and care should be exercised when sending or receiving sensitive, privileged, or confidential information electronically. For example, information sent through the Internet can be monitored by external systems en route to its final destination. All users must keep this in mind when forwarding sensitive, confidential, and/or privileged information. Where appropriate, this fact should be disclosed to outside contacts.

D. Prohibited Use

Users are prohibited from using the Communications Systems for any unauthorized or unlawful purpose, including, but not limited to, the following:

- Users of the Communications Systems are strictly prohibited from using the Communications Systems to deliver a message that is harassing or offensive on the basis of a Protected Category as defined in the Unlawful Harassment / Discrimination / Retaliation Prevention Policy herein or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. The School's policies against discrimination, harassment, and retaliation apply to the use of the Communications Systems.
- Users are prohibited from using the Communications Systems for transmitting or making accessible annoying, offensive, defamatory, or harassing material or intentionally damaging or violating the privacy of information of others.
- Users are prohibited from using the Communications Systems to transmit, display, store, publish, or purposely receive any pornographic, obscene, or sexually explicit material.
- Users must respect all copyrights and licenses to software and other online information, and may not upload, download, or copy software or other material through the Communications Systems without the prior written authorization of the Chief Business Officer.
- Users must not alter, copy, transmit, or remove School information, proprietary software, or other files without proper authorization from the School.
- Users are prohibited from reading, copying, recording, or listening to messages and information delivered to another person's e-mail and voice mail mailboxes without proper authorization, based on legitimate business reasons, from the Chief Business Officer or his or her delegatee. Anyone who receives an electronic communication for which he or she is not the intended recipient must immediately inform the sender that the message was sent improperly and must delete the message from their e-mail and voice mail mailboxes.

E. Access and Disclosure

Incidental and occasional personal use of the Communications Systems is permitted, but such communications must not disrupt School business, and users do not have any expectation of personal privacy in any matters stored in, created, received, or sent over the Communications Systems.

The School, as owner of the Communications Systems, to protect the integrity of its systems from unauthorized or improper use, reserves the right to monitor, access, retrieve, download, copy, listen to, or delete anything stored in, created, received, or sent over its Communications Systems without the permission of, or prior notice, to any user.

Although the School entrusts you with the use of voice mail, e-mail, computer files, software, or similar School property, you should keep in mind that these items have been installed and maintained at great expense to the School and are only intended for business purposes. At all times, they remain School property. Likewise, all records, files, software, and electronic communications contained in these systems also are School property. You are advised that electronic files, records,

and communications on School computer systems, electronic communication systems, or through the use of School telecommunications equipment are not private. Although they are a confidential part of School property, you should not use this equipment or these systems for confidential messages. The use of passwords to limit access to these systems is only intended to prevent unauthorized access to voice mail, e-mail, and computer systems, files, and records. Additionally, these systems are subject to inspection, search, and/or monitoring by School personnel for any number of reasons. As a result, employees do not have an expectation of privacy in this regard. The School is not responsible for costs incurred when employees use School telephones or e-mail systems for personal matters.

You should be advised to use voice mail and e-mail as cautiously as you would use any more permanent communication medium such as a memorandum or letter. You should realize that e-mail messages:

- May be saved and read by third parties.
- May be retrieved even after “deletion.”
- May be accessed by authorized service personnel.
- May be examined by administration without notice for business purposes.

There will be times when the School, in order to conduct business, will utilize its ability to access your e-mail, voice mail, computer files, software, or other School property. The School also may inspect the contents of your voice mail, e-mail, computers, computer files, or software to monitor job performance, for training or quality control purposes, or when the School suspects that School property is being used in an unauthorized manner.

The School reserves the right to use and disclose any electronic non-privileged communication on its Communications Systems without the permission of or any prior notice to any user, including disclosure to law enforcement officials.

F. Discipline for Violations of Policy

Any person who discovers misuse of the Internet access or any of the School’s Communications Systems should immediately contact the Chief Business Officer. Any user who violates any part of this policy will be subject to discipline, up to and including immediate termination.

G. Policy May Be Amended at Any Time

The pace of technological change and growth in electronic communications is rapid. This policy applies to all present and future electronic communications systems and devices and to improvements and innovations to existing systems and devices and to completely new technologies, devices, and systems. The School reserves the right to amend this policy at any time through an authorized writing from an authorized School representative.

30 CELL PHONE POLICY

Personal cellular phone use, except for educational purposes, is prohibited during instructional time. Cellular phones should be stored with your other personal belongings while you are working.

If you are assigned a School cell phone to conduct School business, please notify your supervisor if the cell phone is misplaced, stolen, or damaged. Personal calls, received or placed, are not allowed on School cell phones.

31 USE OF SOCIAL MEDIA

In light of the explosive growth and popularity of social media in today's society, CCDS has developed the following policy to establish rules and guidelines regarding the appropriate use of social media by employees. This policy applies to situations when you: (1) make a post to a social media platform that is related to the School; (2) engage in social media activities during working hours; (3) use School equipment or resources while engaging in social media activities; (4) use your School e-mail address to make a post to a social media platform; (5) post in a manner that reveals your affiliation with the School; or (6) interact with School students or parents/guardians of School students (regarding School-related business) on the Internet and on social media sites.

For the purposes of this policy, the phrase "social media" refers to the use of a website or other electronic application to connect with other people, including, but not limited to, Facebook, Twitter, Pinterest, LinkedIn, YouTube, Snapchat and Instagram, as well as related web-based media, such as blogs, wikis, and any other form of user-generated media or web-based discussion forums. Social media may be accessed through a variety of electronic devices, including computers, cell phones, smart phones, PDAs, tablets, and other similar devices.

This policy is intended to supplement, not replace, the School's other policies, rules, and standards of conduct. For example, School policies on confidentiality, use of School equipment, professionalism, employee references and background checks, workplace violence, unlawful harassment, and other rules of conduct are not affected by this policy.

You are required to comply with all School policies whenever your social media activities may involve or implicate the School in any way, including, but not limited to, the policies contained in this Handbook.

A. Standards of Conduct

You are required to comply with the following rules and guidelines when participating in social media activities that are governed by this policy:

- Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.
- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of School policy.

- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Maintain the confidentiality of the School's trade secrets and private or confidential information. Trades secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information which might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained. This prohibition applies both during and after your employment with the School.
- While it is acceptable to engage in limited and incidental social media activities at work, such social media activities may not interfere with your job duties or responsibilities. Do not use your School-authorized e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.
- Be knowledgeable about and comply with the School's background check procedures. Do not "research" job candidates on the Internet or social media websites without prior approval from the CCDS Administrator or designee or Chief Business Official.
- Be knowledgeable about and comply with the School's reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from the CCDS Administrator or designee or Chief Business Official.
- Always be fair and courteous to fellow employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School. Avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the School, or that might constitute harassment or bullying.
- Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Never post any information or rumors that you know to be false about the School, fellow employees, customers, suppliers, people working on behalf of the School, or competitors.
- Never represent yourself as a spokesperson for the School unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with the School, make it clear that you are not speaking on behalf of the School and that your views do not represent those of the School, fellow employees, customers, suppliers, or other people working on behalf of the School. It is best to

use a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the School.”

- Never be false or misleading with respect to your professional credentials.

B. Access

Employees are reminded that the School’s various electronic communications systems, including, but not limited to, its electronic devices, computers, telephones, e-mail accounts, video conferencing, voice mail, facsimiles, internal and external network computers, cell phones, smart phones, PDAs, tablets, and other similar devices, are the property of the School. All communications and information transmitted by, received from, or stored in these systems are School records.

As a result, the School may, and does, monitor its employees’ use of these electronic communication systems, including for social media activities, from time to time. The School may monitor such activities randomly, periodically, and/or in situations when there is reason to believe that someone associated with the School has engaged in a violation of this, or any other, School policy. As a result, employees do not have a reasonable expectation of privacy in their use of or access to the School’s various electronic communications systems.

C. Discipline

Any violation of this Social Media Policy may result in disciplinary action, up to and including immediate termination.

D. Retaliation Is Prohibited

The School prohibits retaliation against any employee for reporting a possible violation of this policy or for cooperating in an investigation of a potential violation of this policy. Any employee who retaliates against another employee for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

E. Questions

In the event you have any questions about whether a particular social media activity may involve or implicate the School, or may violate this policy, please contact the CCDS Administrator or designee or the Chief Business Official.

Social media is in a state of constant evolution, and the School recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each School employee is responsible for using good judgment and seeking guidance, clarification, or authorization before engaging in social media activities that may implicate this policy.

32 MEDIA RELATIONS

It is our goal to give the press a clear, consistent, and up-to-date message about our school and its programs. Since information about our activities change often, it is easy to provide the press with information that may be inaccurate or misleading.

All communications from newspapers, magazines, radio and television reporters, and other media outlets, should be immediately referred to the Director of Education or designee or Chief Business Officer.

33 POLICY ON SOLICITATIONS, DISTRIBUTIONS AND ACCESS

In order to maintain and promote efficient operations, discipline and security, the School maintains rules applicable to all employees that govern solicitation, distribution of written material and entry onto the premises and work areas. All employees are expected to comply with these rules, which will be strictly enforced. Any employee who is in doubt concerning the application of these rules should consult with his or her supervisor immediately. These rules are:

1. No employee shall sell merchandise or solicit or promote support for any cause or organization during his or her working time or during the working time of the employee(s) at whom such activity is directed. As used in these rules, working time excludes meal and break periods.
2. No employee shall distribute or circulate any written or printed material, other than those approved by management for business purposes, in work areas at any time or during his or her working time or during the working time of the employee(s) at whom such activity is directed. As used in this section, working areas excludes designated meal and break rooms.
3. No employee shall enter or remain in School work areas for any purpose except to report for, be present during, and to conclude a work period. Nonexempt employees must not begin work and clock-in at his or her working area more than seven minutes before they are scheduled to begin and must stop work and clock-out from his or her work area no later than ten minutes after their work scheduled for the day is completed. Work area does not include School parking lots, gates or other similar outside areas unless an employee is assigned to work in such areas.
4. Under no circumstances will non-employees be permitted to solicit or distribute written material for any purpose on School property.
5. Non-employees must sign in at the front office before entering School property.

34 RECREATIONAL AND SOCIAL ACTIVITIES

Employees of CCDS may participate in various recreational and social activities that are either sponsored by or supported by the School. All recreational and social activities are completely voluntary. No employee is obligated to participate in any recreational or social activity, and no

employee's work-related duties include participation in such activities. Any employee who elects to participate in any recreational or social activity does so at his or her own risk. The School disclaims any and all liability arising out of an employee's voluntary participation in any off-duty recreational or social activity.

35 DISCIPLINE AND INVOLUNTARY TERMINATIONS

Violation of School policies and rules, whether or not they are included in this Handbook, may result in disciplinary action. Discipline may be in any form deemed appropriate by the School, including but not limited to, verbal warnings, written warnings, suspensions and termination of employment. The School's disciplinary system does not require any formal steps or procedures. The School will, in its sole discretion, utilize whatever form of discipline it deems appropriate under the circumstances, up to and including the immediate termination of employment.

36 VOLUNTARY TERMINATIONS

If you decide to leave your employment with CCDS, we ask that you give us at least two weeks written notice. This will give us the opportunity to make the necessary adjustments in our operation.

37 REFERENCES

All requests for employment verifications and employee references must be directed promptly to the Chief Business Officer or Human Resources. Other employees should not provide any such information. References for employees who have left CCDS are limited to disclosure of dates of employment and title of the last position held.

STANDARDS OF CONDUCT

38 PERSONAL STANDARDS

Each employee must be neatly groomed and wear clothing that is professional and appropriate for the employee's position. Footwear must also be appropriate to the employee's position and duties. Your supervisor will inform you of any special clothing requirements. If you are assigned a School uniform, your uniform must be clean and presentable when you report to work. Employees who want to request an accommodation based on any protected category identified in the School's Equal Opportunity and Unlawful Harassment / Discrimination / Retaliation Prevention Policy should contact the Chief Business Officer.

39 PROHIBITED CONDUCT

The following is a list of conduct that is prohibited and will not be tolerated by the School. It is not an all-inclusive list, but rather a list designed to give examples of the types of conduct prohibited by the School; other types of conduct injurious to security, personal safety, employee welfare, and the School's operations also may be prohibited. Employees who engage in prohibited conduct will be subject to discipline up to and including termination.

- ◆ Falsification of employment records, employment information, or other School records. This includes making false statements or omitting material information in the application procedure for employment.
- ◆ Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time card, either your own or another's, working "off the clock" and/or failing to record or report all hours worked.
- ◆ Theft, deliberate or careless damage of any School property or the property of any employee, parent or student. Removing or borrowing School property without prior authorization.
- ◆ Provoking a fight or fighting during working hours or on School property.
- ◆ Participating in horseplay or practical jokes on School time or on School premises where such conduct might be a safety risk or might be interpreted as offensive.
- ◆ Carrying firearms or any other dangerous weapons on School premises at any time.
- ◆ Violation of the Drug and Alcohol Abuse Policy, including but not limited to, refusing to submit to a drug/alcohol test mandated by the School.
- ◆ Gambling on School premises.
- ◆ Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management.
- ◆ Unreported absence on scheduled workdays, except as provided by law.
- ◆ Unauthorized use of School equipment, time, materials, facilities, or the School name.
- ◆ Sleeping or malingering on the job.
- ◆ Failure to observe working schedules, including the required rest and meal periods.
- ◆ Poor attendance, including, but not limited to, habitual tardiness and/or absenteeism, leaving early without permission, absence from work without permission, and abuse of time during work hours, to the extent permitted by law.
- ◆ Unsatisfactory work performance.
- ◆ Making or accepting personal telephone calls during working hours except in emergencies.

- ◆ Poor personal hygiene or grooming habits unless otherwise protected by law.
- ◆ Engaging in conduct in violation of the Equal Employment Opportunity and Unlawful Harassment / Discrimination / Retaliation Prevention policy.
- ◆ Using abusive, profane, threatening, indecent, or foul language and/or having inappropriate physical contact with students, parents, or other employees at any time on School premises
- ◆ Violation of any safety, health, security or School rule.
- ◆ Working overtime without authorization or refusing to work assigned hours or overtime.
- ◆ Unauthorized use of cameras or other recording devices on School premises.
- ◆ Intentionally supplying false information in order to obtain a leave of absence or other benefits from the School.
- ◆ Making false or malicious statements about any employee, parent or student, or about the School.
- ◆ Causing, creating, or participating in a disruption of any kind during working hours on School property.
- ◆ Failing to keep confidential information pertaining to parents, students, or vendors.
- ◆ Committing a fraudulent act or a breach of trust under any circumstances.
- ◆ Unfit for service, including the inability to appropriately instruct or associate with students.
- ◆ Failure to observe designated areas limiting smoking, eating, drinking, or other activities.
- ◆ Smoking or using tobacco products on School property

This statement of prohibited conduct does not alter the School's policy of at-will employment. The School and you retain the right to terminate the employment relationship at any time, with or without reason or advance notice.

40 CUSTOMER & PUBLIC RELATIONS

The School's image in front of students, parents and the general public is critical to our success. All employees are expected to be prompt, polite, courteous and attentive to our students, parents and the public. We will not tolerate conduct toward students, parents or the general public that might be interpreted as discriminatory, harassing or unprofessional. If you witness conduct in violation of this

policy, you should immediately bring it to the attention of your supervisor or the Chief Business Officer.

41 CONFIDENTIAL INFORMATION

You may, during the course of your duties, be advised of certain confidential business matters and affairs of the School regarding its business practices, suppliers, students and employees. Your duties may also place you in a position of trust and confidence with respect to certain trade secrets and other proprietary information relating to the business of the School and not generally known to the public or competitors. Such confidential or proprietary information includes parent and student lists, competitive strategies, marketing plans, financial information, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law. Personal, private information about other employees and personnel matters are also confidential, if learned as a part of the employee's job performance. This policy also encompasses any and all identifying or confidential information of all former and current students which is protected under the Family Educational Rights and Privacy Act.

The School devotes significant time, energy, and expense to develop and acquire its trade secrets and confidential information. You shall not, either during your employment with the School or any time after, directly or indirectly:

- a. disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business, or enterprise, any confidential information acquired during your employment;
- b. individually or in conjunction with any other person, firm, agency, school, client, business, or corporation, use or cause to be used any confidential information in any manner whatsoever, except in furtherance of the business of the School;
- c. without the written consent of the School, publish, deliver, or commit to being published or delivered, any confidential information, except to the extent required in the ordinary course of your duties.

The School prohibits audio and/or video recordings in the workplace, during working hours, without authorization of the School due to privacy and confidentiality concerns and protections.

42 CONFLICTS OF INTEREST

While employed by the School, employees owe a duty of loyalty to the School and are required to avoid any situation that presents an actual or potential conflict of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the School's business dealings. For purposes of this policy, "relatives" are defined to include spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. Instances where an actual or potential conflict of interest may arise include, but are not limited to, the acceptance of gifts, engaging in outside activities, and personal and familial relationships.

Notwithstanding this policy, if an employee is a “designated employee” under the Conflicts of Interest Code (adopted pursuant to the Political Reform Act) CCDS Board of Directors, then the employee must comply with those provisions in addition to this policy.

A. Gifts

Improper personal gain may result not only where an employee or relative has a significant ownership interest in a company with which the School does business but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the School. The receipt of occasional flowers, candy or gifts worth less than \$500.00 from students or parents fall outside the intent of this policy and acceptance of such items is permissible. However, employees must obtain written approval from the Chief Business Officer before accepting any item worth in excess of \$500.00 from students or parents.

B. Outside Activities

The School recognizes the right of employees to engage in activities outside of their employment that are of a private nature and unrelated to the School’s business. However, employees may not engage in any outside activity, including outside employment, which presents an actual or potential conflict of interest. Such outside activities must not affect the employee’s work hours, interfere or conflict with the employee’s job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the employee’s job performance. Each employee must disclose any outside employment he or she wishes to pursue so that the School may assess and prevent potential or actual conflicts of interest from arising.

Employees also may not use the School’s name, logo, supplies, equipment, or other property in connection with any outside activities. If you have any questions regarding the potential impact of any outside activities, including outside employment, please contact the Chief Business Officer prior to engaging in such activity.

C. Personal and Familial Relationships

Employees have an obligation to place the School’s interests before their own and to exercise good judgment on behalf of the School. Personal involvement with a competitor, customer, vendor, supplier, or subordinate employee of the School, which impairs an employee’s ability to exercise good judgment on behalf of the School, creates an actual or potential conflict of interest. An employee involved in any such relationship must immediately and fully disclose the circumstances to the Chief Business Official for a determination as to whether a conflict exists. If an actual or potential conflict of interest exists, the School will take appropriate corrective action according to the circumstances, up to and including termination.

Relatives of employees may be eligible for employment with the School only if the individuals involved do not work in a direct supervisory relationship or in job positions in which an actual or potential conflict of interest could arise. Current employees who marry will be permitted to continue working in the same job positions held only if they do not work in direct supervisory relationship with one another or in job positions involving conflicts of interest. If relatives are

found to be employed in any of these prohibited job positions, the School will take action to eliminate the conflict, including possibly requiring one or both employees to accept a transfer to another position or to resign.

Failure to comply with the Conflicts of Interest Policy may result in disciplinary action, up to and including termination.

D. Discipline

Inappropriate conduct, such as violation of School policies and rules and/or poor performance, may warrant disciplinary action. Under appropriate circumstances, the School may subject an employee to a range of disciplinary action that includes, but is not limited to, verbal warnings, written warnings, suspension, or termination. The system is not formal, and the School may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to and including immediate termination of employment. The School's use of varying forms of discipline does not alter the at-will employment relationship in any way. Employment is at the mutual consent of the employee and the School. Accordingly, either the employee or the School can terminate the employment relationship at-will, at any time, with or without reason and with or without notice.

43 DRUG AND ALCOHOL POLICY

It is the intent of the School to promote a safe, healthy and productive work environment for all employees. The School recognizes that the illegal and/or excessive use of drugs and/or alcohol is not conducive to safe working conditions, employees' health, efficient operations or School success. It is the objective of the School to have a work force that is free from the influence of illegal drugs, controlled substances and alcohol during work hours. The School will not tolerate employees who use, possess, offer for sale or are under the influence of illegal drugs, controlled substances or alcohol on School property, in the presence of pupils, or during working hours, including meal and rest periods.

For purposes of this policy, "illegal drugs" includes, but is not limited to, substances that are prohibited by law (such as cocaine, heroin, etc.), controlled substances, marijuana (including medicinal marijuana and marijuana vaping or other recreational marijuana use), and prescription drugs (if they are not prescribed for the person using them and/or not being used as prescribed). "Drug paraphernalia" means any accessory for the use, possession, manufacture, distribution, dispensation, purchase, or sale of illegal drugs. "Under the influence" means that the employee is affected by alcohol, prescription medication that impairs cognitive or physical functions, and/or illegal drugs in any detectable manner.

The School complies with all Federal and State regulations regarding drug use while on the job. The School prohibits the following:

- Use, possession, manufacture, distribution, dispensation, purchase, or sale of illegal drugs or drug paraphernalia on School premises or School business or during working hours, including meal and rest breaks, or in the presence of students;

- Unauthorized use or possession or any manufacture, distribution, dispensation, purchase, or sale of a controlled substance (including medicinal marijuana) on School premises or School business or during working hours;
- Unauthorized use or possession or any manufacture, distribution, dispensation, purchase, or sale of alcohol on School premises or School business or during working hours;
- Storing in a locker, desk, automobile, or other repository on School premises any controlled substance or alcohol whose use is unauthorized, or any illegal drug or drug paraphernalia;
- Being under the influence of an unauthorized controlled substance, illegal drug, or alcohol on School premises or School business or during working hours;
- Refusing to submit to an inspection or testing when requested by management;
- Failing to adhere to the requirements of any drug or alcohol treatment or counseling program in which the employee is enrolled;
- Conviction under any criminal drug statute for a violation occurring in the workplace;
- Failure to keep all prescribed medicine in its original container, which identifies the drug, date of prescription, and the prescribing doctor.

An employee must notify the Director of Education or designee and Chief Business Officer in writing within five days of any drug statute conviction for a violation occurring in the CCDS workplace. A conviction includes any finding of guilt, including a no-contest plea, or imposition of a sentence.

Employees taking physician-prescribed medications which impair their job performance must inform the Director of Education or designee or Chief Business Officer. Where appropriate, the School will engage in the interactive process to determine whether the employee may be reasonably accommodated and/or placed on appropriate leave if no undue burden is imposed on the School. This policy does not require or request the prescribing physician or the employee to identify any prescription drug or the medical condition for which it is prescribed. No employee shall use or have in his or her possession on the School premises or at School functions any prescription medication other than medications currently prescribed by a physician for the employee. No employee shall have marijuana in his or her possession on the School premises or at School functions, whether or not prescribed by a physician.

The School may at times conduct unannounced searches of School property for alcohol, illegal drugs, drug paraphernalia, and/or unauthorized controlled substances or to ensure compliance with any other School-related policy. This includes desks, storage areas, and rooms normally used to store employees' personal property. As a result, employees do not have an expectation of privacy in this regard.

The School may require a test by intoxilator, blood test, urinalysis, medical examination, or other drug/alcohol screening of those persons whom the School reasonably suspects of using, possessing,

or being under the influence of a drug or alcohol. Such testing will be conducted if two or more employees observe an employee acting in such a manner to raise suspicion that the employee is under the influence of an illegal drug or alcohol or is acting in such manner that they may harm themselves or another employee.

Any refusal to submit to such testing will be considered a positive screen. An employee's consent to submit to such a test is required as a condition of employment, and an employee's refusal to consent may result in disciplinary action, including termination for a first refusal or any subsequent refusal. The School shall determine the manner in which such testing is conducted with the goal being to ensure that the test results are accurate.

Such a test may be required of employees involved in any work-related accident or unsafe practice where the safety of the employee or other employees was jeopardized. Periodic retesting may also be required following positive test results or after any violation of this policy or rehabilitation.

Violation of this Drug and Alcohol Abuse Policy may result in disciplinary action, up to and including termination, at the School's sole discretion.

Employees should be aware that participation in a rehabilitation program will not necessarily prevent the imposition of disciplinary action, including termination, for violation of this policy. Employees who undergo voluntary counseling or treatment and who continue to work, if any, must meet all established standards of conduct and job performance.

Compliance with this Drug and Alcohol Abuse Policy is a condition of employment at the School. Failure or refusal of an employee to cooperate fully, sign any required document, submit to any inspection or testing, or follow any prescribed course of substance abuse treatment will result in discipline, up to and including termination.

Because the use, sale, purchase, possession, or furnishing of an illegally obtained substance is a violation of the law, the School may report such illegal drug activities to an appropriate law enforcement agency.

44 SMOKING

Smoking is not permitted anywhere on the School's premises or at School functions. Smoking is prohibited within 20 feet of a School building and within 25 feet of a school playground, whichever is farther. This includes, but is not limited to, nicotine and non-nicotine cigarettes including herbal cigarettes and marijuana, cigars, pipes as well as e-cigarettes and vaping. Employees who wish to smoke must limit their smoking to tobacco products during meal and rest periods off premises.

45 SECURITY

All employees are responsible for helping to maintain a secure workplace. Be aware of persons loitering for no apparent reason. If you are leaving late at night or are in any other situation that presents security concerns or where you do not feel comfortable, please seek the assistance of your supervisor or other employees. Report any suspicious persons or activities to your supervisor. Secure your desk or work area at the end of the day or when called away from your work area for an

extended length of time, and do not leave valuable and/or personal articles that may be accessible in or around your work area. Please report any problems with our security systems to your supervisor.

46 SAFETY POLICY

CCDS is firmly committed to maintaining a safe and healthy working environment. All employees of the School are expected to be safety conscious on the job at all times. All unsafe conditions or hazards should be corrected immediately. Report all unsafe conditions or hazards to your supervisor or the Chief Business Officer immediately, even if you believe you have corrected the problem. If you suspect a concealed danger is present on School premises, or in a product, facility, piece of equipment, process or business practice for which the School is responsible, bring it to the attention of your supervisor or the Chief Business Officer immediately. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and immediately contact the Chief Business Officer regarding the problem.

All workplace injuries and illnesses must be immediately reported to your supervisor and the Chief Business Officer. Failure to do so may result in discipline.

CCDS has in place a written Injury and Illness Prevention Program (IIPP) as required by law. A copy of the IIPP is available online in the virtual staff room and in the staff room on campus.

47 ERGONOMICS

CCDS has invested in providing a work environment that is safe for all employees. To lessen the risk of ergonomic hazards, the School will make necessary adjustments to an individual's work station, educate employees on ergonomic safety, and modify processes when deemed necessary to ensure the well-being and safety of our employees. You should report any ergonomic concerns to the Chief Business Officer.

EMPLOYEE BENEFITS

48 VACATIONS

Teachers and other employees employed pursuant to at-will written agreements earn paid vacation only as set forth in their agreements. All other full-time 12-month employees at CCDS who work 40 hours per week begin to earn and accrue vacation time starting on the first date of employment at a rate that results in the following paid vacation:

Full Years of Service	Monthly Accrual	Annual Accrual	Maximum Accrual
1 through 4	1 day per month	12 days (96 hours)	18 days (144 hours)
5 through 7	1 ¼ days per month	15 days (120 hours)	22.5 days (180 hours)
8 through 12	1 ½ days per month	18 days (144 hours)	27 days (216 hours)
13 through 17	1 ¾ days per month	21 days 168 hours)	31.5 days (252 hours)
18 through 20	2 days per month	24 days (192 hours)	36 days (288 hours)
21 or more years	2.5 days per month	30 days (240 hours)	45 days (360 hours)

Part-time and temporary employees do not earn paid vacation time.

The accrual of vacation will be prorated for eligible full-time employees who work less than 40 hours per week. Employees cannot use any vacation until accrued. The School encourages employees to take vacation on an annual basis. Vacation time accrues to a maximum of one and one-half the employee's annual accrual rate. No additional vacation will be earned once it reaches the maximum accrual rate until accrued vacation time is used and the total accrued and unused vacation time falls below the maximum.

To the extent possible, vacations should be scheduled to coincide with the winter, spring, and summer breaks and/or other times as designated by CCDS. Employees may take accrued vacation while school is in session, at the discretion of the School. Employees must submit a written vacation request to their supervisor at least two weeks in advance. CCDS reserves the right to deny a vacation request based on operational needs of the School. The School reserves the right to schedule vacation time for employees or to compensate employees for accrued, unused vacation time at any time in its sole discretion. If a holiday occurs during your vacation period, you will receive holiday compensation for that day.

For both exempt and non-exempt employees, vacation time may be taken in minimum increments of one hour. If an exempt employee absents himself or herself from work for part or all of the workday, he or she may be required to use accrued vacation to make up for the partial day absence.

Employees on an unpaid leave of absence do not accrue paid vacation time.

Eligible employees who terminate their employment for any reason will be paid for any accrued but unused vacation time in accordance with this policy. Vacation time is paid at the employee's final rate of pay at the time of the employee's separation.

As with all of its policies and procedures, the School reserves the right to modify, alter, or otherwise amend this policy at its sole and absolute discretion to the extent allowed by law. Please consult the Chief Business Officer with questions regarding this policy.

49 PAID SICK LEAVE

Teachers and Contracted Employees

Teachers and other employees employed pursuant to at-will written agreements earn paid sick leave only as set forth in their agreements.

Regular Full-Time Non-Teacher Employees

Regular Full-time non-teacher employees at CCDS who work 40 hours per week begin to earn and accrue sick leave starting on the first date of employment at a rate of one day per month of full time employment. Regular full-time non-teacher employees who work less than 40 hours per week earn and accrue sick leave on a pro-rated basis. Accrued sick leave will be carried over from year to year without limit. Eligible employees are allowed to use up to 96 hours of paid sick leave per year.

All Other Employees

All other employees are eligible for sick leave, accruing at a rate of one hour for every 30 hours worked beginning on their first day of employment. Employees are allowed to use up to 24 hours of paid sick leave per year. Up to 48 hours of accrued sick leave may be carried over from year to year.

Use of Sick Leave

Employees may begin to use their accrued sick leave on the 90th day of their employment and sick leave must be used in two hour increments.

Eligible employees may use their accrued sick leave to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employees may also use their sick leave to take time off from work for reasons related to domestic violence, stalking, or sexual assault.

For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a

step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

The employee must provide reasonable advance notification, orally or in writing, of the need to use Paid Sick Leave (PSL), if foreseeable. If the need to use PSL is not foreseeable, the employee must provide notice as soon as practicable. Please refer to the punctuality and attendance policy in this handbook for notification requirements.

Employees will not receive pay in lieu of unused sick leave. Accrued unused sick leave will not be paid out upon termination. PSL accrues on an as-worked basis and does not accrue during any non-working time or unpaid leave of absence. The School prohibits discrimination or retaliation against employees for using their PSL.

50 HOLIDAYS

CCDS observes the following paid holidays:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving
Day After Thanksgiving
Christmas Eve
Christmas Day

When a holiday falls on a Saturday or Sunday, it is usually observed on the following Monday. However, the School may close on another day. Holiday observance will be announced in advance.

To be eligible for holiday pay, an employee must be full-time, non-exempt and working at least 30 hours per week. Part-time employees, temporary employees, exempt employees, and teachers are not eligible for holiday pay. Exempt employees and teachers will receive their regularly scheduled pay during holidays.

Eligible employees must be regularly scheduled to work on the day on which the holiday falls and must work his or her scheduled working day immediately preceding and the scheduled working day immediately following the holiday, unless an absence on either day is approved by the Chief Business Officer in advance. Holiday hours paid do not count towards total hours worked when calculating total overtime hours.

51 INSURANCE BENEFITS

Health Insurance

Health insurance coverage – including medical, dental, vision and life insurance – is offered to all full-time employees on the first day of the month following the employee’s date of hire, in accordance with the School’s health insurance plan as set forth in the Summary Plan Description (“SPD”). In the event of an increase in medical insurance premium rates, employees may be required to contribute to the cost of increased premiums to retain coverage.

State Disability Insurance

The School contributes to the State of California to provide you with State Disability Insurance (“SDI”) pursuant to the California Unemployment Insurance Code. Contributions are made through a payroll deduction. All eligible employees are covered by SDI pursuant to the California Unemployment Insurance Code. Disability insurance is payable when you cannot work because of illness or injury not caused by employment at CCDS, or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. Specific rules and regulations governing disability payments are available from the Chief Business Official or the Employment Development Department (EDD) of the State of California.

Temporary Family Disability Insurance (Paid Family Leave)

Under California law, eligible employees may participate in the Paid Family Leave (“PFL”) program, which is part of the state’s unemployment compensation disability insurance program. Employees covered by SDI are also covered under PFL. The benefits under this program are payable when you are required to take time off of work due to the illness of a seriously ill child, spouse, parent or registered domestic partner, or to bond with a newborn or newly placed child. Specific rules and regulations governing insurance payments are available from the Chief Business Official or your local EDD office. The School will require you to take up to two weeks of accrued but unused vacation prior to your receipt of benefits under the PFL program.

Insurance benefits under this State program may not extend the length of leave available to an employee under the FMLA and the CFRA.

Unemployment Compensation Insurance

The School contributes to the Unemployment Insurance Fund on behalf of its employees. Specific rules and regulations governing unemployment are available from the Chief Business Officer or your local EDD office.

Social Security

CCDS is required by federal law to deduct a percentage of your pay and deposit it with the Social Security Administration. Social Security is an important part of every employee's retirement benefit. The School pays a matching contribution to each employee's Social Security taxes.

Workers' Compensation Insurance

At no cost to you, you are protected by Workers' Compensation Insurance while an employee at the School. The policy covers you in case of occupational injury or illness. Employees make no contribution for this coverage. The School pays the entire cost.

It is important to report any illness, accident, or injury immediately to your supervisor. It is a crime in the State of California to report a workers' compensation claim that is false or fraudulent. The violator of this law can be punished by enforcement of a fine of up to \$150,000, or double the amount of the fraud, whichever is greater, and/or imprisonment of up to five years.

52 ADMINISTRATION OF SCHOOL BENEFITS

All employee benefit programs at CCDS are administered by the School or its designated administrators. The School reserves the exclusive authority and discretion to determine all issues of eligibility and questions of interpretation and administration of each benefit program.

LEAVES OF ABSENCE

CCDS may grant leaves of absence to employees in certain circumstances. It is important to request any leave in writing as far in advance as possible, to keep in regular contact with the Chief Business Official during your leave, and to give prompt notice if there is any change in your return date. This Handbook contains only a summary of the leaves that may be available. Some types of leave have detailed requirements regarding eligibility, duration, benefits, etc. Unless otherwise required, benefits do not continue to accrue during the duration of your leave of absence. You should contact the Chief Business Official prior to taking any leave for information about leave requirements and ramifications.

It is understood that you will not obtain other employment (other than military duty pay) or apply for unemployment insurance while you are on a leave of absence. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment with CCDS.

53 FAMILY/MEDICAL LEAVES

Eligible employees may request a family and medical leave of absence under the circumstances described below. Eligible employees are those who have been employed by the School for at least 12 months (not necessarily consecutive), have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence, and are employed at a worksite where there are 50 or more employees of the School within 75 miles.

Ordinarily, you must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as practicable.

A family and medical leave may be taken for the following reasons:

1. the birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
2. the care of the employee's spouse, child, parent, or registered domestic partner with a "serious health condition";
3. the "serious health condition" of the employee;
4. the care of the employee's spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
5. any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee's spouse, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

A "serious health condition" is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. You may take a leave under paragraph (2) above only if due to a serious health condition, your spouse, child, parent, or registered domestic partner requires your care or assistance as certified in writing by the family member's health care provider. If you are seeking a leave under paragraph (3) above, you must provide the School with a medical certification from your health care provider establishing eligibility for the leave, and you must provide the School with a release to return to work from the health care provider before returning to work. You must provide the required medical certification to the School in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from Human Resources.

Family and medical leave may be taken for up to 12 workweeks during the designated 12-month period (with the exception of qualifying leaves to care for a member of the Armed Services who has a serious illness or injury, which may be taken for up to a total of 26 workweeks of leave during a single 12-month period). The 12-month period will be defined as a "rolling twelve months" looking backward over the preceding 12 months to calculate how much family and medical leave time has been taken and therefore determine the amount of leave that is available. Qualifying leaves to care for a member of the Armed Services who has a serious illness or injury will be calculated on the 12-month period looking forward. All time off that qualifies as family and medical leave will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law.

You will be required to use any accrued vacation during unpaid family and medical leave. You will also be required to use any accrued paid sick leave during unpaid family and medical leave that is due to your own or a family member's serious health condition. However, if an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program) or workers' compensation insurance plan, the

employee and the School may mutually agree to supplement such benefit payments with available vacation and/or paid sick leave.

Benefit accrual, such as vacation, PSL, and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment. During a family and medical leave, group health benefits will be maintained as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave. If you choose not to return to work from a leave allowed by this policy, you may be required to repay to the School the premium amounts paid during your leave, unless you do not return to work because of the continuation, recurrence or onset of a serious health condition or other circumstances beyond your control.

If you do not return to work on the first workday following the expiration of an approved family and medical leave, you will be deemed to have resigned from your employment. Upon returning from such a leave, you will normally be reinstated to your original or an equivalent position and will receive pay and benefits equivalent to those you received prior to the leave, as required by law. In certain circumstances, “key” employees may not be eligible for reinstatement following a family and medical leave. The School will provide written notice to any “key” employee who is not eligible for reinstatement.

If you have any questions concerning, or would like to submit a request for a family and medical leave of absence, please contact the Chief Business Officer.

54 PREGNANCY DISABILITY LEAVE

The School provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. Employees should make requests for pregnancy disability leave to their supervisor at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. A health care provider’s statement must be submitted, verifying the need for such leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to the School. Employees returning from pregnancy disability leave must submit a health care provider’s verification of their fitness to return to work.

The School will make a good faith effort to provide reasonable accommodations and/or transfer requests when such a request is medically advisable based on the certification of a health care provider. When an employee’s health care provider finds it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule and such leave is foreseeable based on planned medical treatment because of pregnancy, the School may require the employee to transfer temporarily to an available alternative position. This alternative position will have equivalent rate of pay and benefits and must better accommodate recurring periods of leave than the employee’s regular job.

Eligible employees are normally granted unpaid leave for the period of disability, up to a maximum of four months (693 hours or 17 1/3 weeks) per pregnancy. Employees will be required to use any accrued sick time during any unpaid portion of pregnancy disability leave. Employees may also elect to use any accrued unused vacation time during any unpaid portion of pregnancy disability leave. If

an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program), the employee and the School may mutually agree to supplement such benefit payments with available vacation and/or sick leave.

Benefit accrual, such as vacation, sick leave, and holiday benefits, will be suspended during the approved pregnancy disability leave period and will resume upon return to active employment. Group health benefits will be maintained during the approved pregnancy disability leave as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide the School with at least one week's advance notice of the date she intends to return to work.

When an approved pregnancy disability leave ends, the employee will be reinstated to the same position, unless the job ceased to exist because of legitimate business reasons. An employee has no greater right to reinstatement to the same position or to other benefits and conditions of employment than if she had been continuously employed in this position during the pregnancy disability leave or transfer. If the same position is not available, the employee will be offered a comparable position in terms of such issues as pay, location, job content, and promotional opportunities, if one exists. An employee has no greater right to reinstatement to a comparable position or to other benefits or conditions of employment than an employee who has been continuously employed in another position that is being eliminated.

Family leave to care for a newborn child may be available following pregnancy disability leave.

If you have any questions regarding pregnancy disability leave, please contact the Chief Business Officer.

55 CATASTROPHIC LEAVE POLICY

Employees may donate up to one day of accumulated, unused sick leave, in full or half-day increments, to another CCDS employee who has suffered a long-term illness or disability and has exhausted all paid leave benefits. An employee may not donate more than one day of sick leave per school year. Unused sick leave will be returned to the donors at the end of the school year. Sick leave donations must be made in writing and submitted to the Chief Business Officer.

56 UNPAID LEAVE OF ABSENCE (MEDICAL)

In an effort to comply with its duty to accommodate employees with qualifying disabilities, the School may provide leaves of absence without pay when an employee is temporarily unable to work due to a mental or physical disability, certified in writing by his or her health care provider, unless such leave would cause an undue hardship to the School. Approved absences of less than two weeks are not treated as medical leaves of absences but rather as excused absences without pay. Employees granted unpaid medical leave have no right to guaranteed reinstatement.

Employees will be required to use any accrued vacation and PSL during any unpaid portion of this leave. Benefit accrual, such as vacation, sick leave, and holiday benefits, will be suspended during an unpaid medical leave period and will resume upon return to active employment. Unless otherwise required by law, the School does not continue to pay premiums for health insurance coverage for employees on unpaid medical leave. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

57 PERSONAL LEAVE OF ABSENCE (UNPAID)

The School recognizes that special situations may arise where an employee must leave his or her job temporarily. A personal leave of absence without pay may be granted to an employee at the discretion of CCDS. Such leaves shall not exceed one year. Any personal leave of absence must be approved in advance by the CCDS Administrator or designee or Chief Business Official. Return from a personal leave of absence and other terms of leave are subject to the discretion of the CCDS Administrator or designee or Chief Business Official. Employees will be required to use any accrued vacation during this leave. No vacation or sick time accrues during any type of unpaid leave of absence. CCDS does not guarantee that you will be permitted to return to the same or a comparable position upon your return.

58 FUNERAL OR BEREAVEMENT LEAVE OF ABSENCE

In the event of the death of your current spouse, domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild or mother-, father-, sister-, brother-, son-, or daughter-in-law, full-time employees may take up to three consecutive scheduled workdays off with pay with the approval of the Chief Business Official. The Chief Business Official may also approve additional unpaid time off.

59 MILITARY LEAVE OF ABSENCE

All employees who leave the School for active military service or military reserve duty will be placed on an unpaid military leave of absence. Employees are entitled to reinstatement upon completion of such military service or duty, provided an application for reinstatement is made within 90 days of discharge, or as otherwise provided by law.

You may use accrued vacation time during military leave. Time spent on military leave counts for purposes of determining "length of service." However, you will not accrue vacation or sick leave or receive holiday pay during military leave.

60 TIME OFF FOR JURY AND WITNESS DUTIES

CCDS encourages employees to serve when called for jury duty or when subpoenaed as a witness. Upon hire, nonexempt employees will receive full pay while serving up to five days of jury duty. Exempt employees will receive their regular salaries unless they do not perform any services during a workweek because of the jury or witness service. All employees are expected to notify their supervisors as soon as they receive a jury duty notice or witness subpoena.

If you are released from jury duty or have completed your witness duty prior to the end of what would be your regular workday schedule, it is your responsibility to report back to work within a reasonable amount of time. Upon returning to work, you must present to your supervisor court documentation for every business day you missed.

61 TIME OFF FOR VOTING

If your work schedule does not permit you to have sufficient time to vote before or after working hours in statewide public elections, then you will be allowed time off to go to the polls. In such situations, the School will pay you for up to the first two hours of absence from regularly scheduled work which is necessary to vote. Any additional time necessary will be without pay. You must give reasonable notice of the need to have time off to vote and must give at least two days' notice when possible. You may be requested to bring a copy of your voting receipt upon your return.

62 WORKERS' COMPENSATION LEAVE

If you are temporarily totally disabled due to a work related illness or injury, you will be placed on workers' compensation leave. The duration of your leave will depend upon the rate of your recovery and the business needs of the School. Workers' compensation leave will run concurrently with any other applicable medical leave of absence.

63 MILITARY SPOUSES LEAVE OF ABSENCE

Employees can take up to ten unpaid days off when their spouse or registered domestic partner is on leave from military deployment. To qualify, you must work more than 20 hours per week and your spouse must be a member of the Armed Forces, National Guard or Reserves is on leave from deployment during a period of military conflict. To request a Military Spouse Leave of Absence, you must notify your supervisor within two business days of receiving notice that your spouse will be on leave. You will be required to provide written documentation certifying that your spouse will be on leave from military deployment during the requested time period.

Non-exempt employees must use accrued vacation time in order to receive compensation for this time off. If no vacation time is available, the employee may take this time off without pay. An exempt employee is required to charge any absence of four or more hours under this policy to his or her vacation bank, if any. Otherwise, exempt employees will be compensated to the extent required by applicable law.

64 DRUG/ALCOHOL REHABILITATION LEAVE

Pursuant to California law, the School will reasonably accommodate any eligible employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, provided that the accommodation does not impose an undue hardship on the School. The School does not provide paid time off for participation in an alcohol or drug rehabilitation program. However, you may utilize accrued vacation if you want compensation for this time off. If you do not have accrued vacation available, you will be permitted to take the time off without pay.

This policy in no way restricts the School's right to discipline an employee, up to and including termination of employment, for violation of the School's Drug and Alcohol Abuse Policy.

65 TIME OFF FOR ADULT LITERACY PROGRAMS

Pursuant to California law, the School will reasonably accommodate any eligible employee who seeks to enroll in an adult literacy education program, provided that the accommodation does not impose an undue hardship on the School. The School does not provide paid time off for participation in an adult literacy education. However, you may utilize accrued vacation if you want compensation for this time off. If you do not have accrued vacation available, you will be permitted to take the time off without pay.

66 TIME OFF FOR ATTENDING CHILD'S SCHOOL DISCIPLINE

California law requires employers to provide time off for parents required to visit a child's school when the child has served a period of suspension from school. To be eligible, the employee must be the parent of a child in kindergarten or in grades 1-12 and must present the school's letter, which requests the employee's appearance at the school, to his or her supervisor at least two days before the requested time off (if possible). Check with the Chief Business Official for eligibility and scheduling before taking any leave to attend a disciplinary conference. Employees may use accrued vacation while attending a child's school under these circumstances. If not, suspended pupil/child leave will be unpaid.

67 TIME OFF FOR ATTENDING CHILD'S SCHOOL AND DAYCARE ACTIVITIES

If you are the parent or guardian of a child who is in school up to grade 12, or who attends a licensed day care facility, you may take up to 40 hours of unpaid leave per year to participate in the activities of the school or day care facility, to find, enroll or reenroll your child in a school or with a licensed child care provider and/or to address a child care provider or school emergency. You may take no more than eight hours off for this purpose in any one calendar month. Unless it is to address an emergency, you should schedule this time off with your supervisor in advance. You may be asked to provide documentation from the school or day care facility to confirm your attendance at its facility for reasons covered under this policy on the specific date and time that you took the leave. This time off is unpaid. You may choose to use your accrued vacation, but this is not required.

68 TIME OFF FOR DUTY AS ELECTION OFFICIAL

If you serve the official governmental duty of acting as an election officer in a local, special or statewide election, you are eligible for an unpaid leave on the day of the election. Please give your supervisor as much notice as possible if you plan to serve as an election official.

69 TIME OFF FOR VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING

A. Right to Time Off

All employees have the right to take time off from work to get help to protect themselves and their children's health, safety, or welfare. All employees can take time off to get a restraining order or other court order. All employees can take time off from work to get medical attention or services from a domestic violence shelter, program, or rape crisis center, or receive psychological counseling or safety planning related to domestic violence, sexual assault, or stalking.

Employees may use available vacation (if applicable) or accrued PSL. Otherwise, the time off is unpaid. In general, employees are not required to provide documentation for time off under this policy. However, employees shall provide reasonable advance notice of their intent to take time off, unless advance notice is not feasible. If employees are unable to provide advance notice for time off under this policy, they can provide certification of their absence (such as a police report, court order, or health care provider certification) within a reasonable time period thereafter.

If employees provide reasonable advance notice or provide documentation within a reasonable time period thereafter for an unscheduled absence, they will not be subject to any disciplinary action for time off under this policy.

B. Right to Reasonable Accommodation

Employees have the right to ask the School for help or changes in their workplace to make sure they are safe at work. The School will work with its employees to see what changes can be made. Changes in the workplace may include putting in locks, changing shifts or phone numbers, transferring or reassigning the employee, or help with keeping a record of what happened to the employee. The School may ask the affected employee for a signed statement certifying that this request is for a proper purpose and may also request proof showing the need for an accommodation. The School will maintain confidentiality regarding any requests for accommodations under this policy.

C. Prohibition on Retaliation and Discrimination

The School is committed to ensuring employees are not treated differently or retaliated against because of any of the following:

- The employee is a victim of domestic violence, sexual assault, or stalking.
- The employee asked for time off to get help.
- The employee asked the School for help or changes in the workplace to ensure safety at work.

D. Right to File a Complaint

If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with his or her supervisor and/or the Labor Commissioner's Office.

70 For more information, contact the Labor Commissioner's Office by phone at 213-897-6595 or visit a local office by finding the nearest one on website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

TIME OFF FOR VICTIMS OF CRIME

An employee who is the victim of certain crimes (violent felonies, felony thefts and serious felonies as defined by law) or is the immediate family member, registered domestic partner, or child of a registered domestic partner of such a victim will be given time off as necessary in accordance with the law to attend judicial proceedings in relation to the crime. As a condition of taking time off, employees may be required to provide reasonable advanced notice if feasible and documentation establishing the right to such time off. The School will make every effort to maintain the confidentiality of any employee requesting crime victim leave. This leave is unpaid. You may choose to use your accrued vacation, but this is not required.

71 TIME OFF FOR VOLUNTEER FIREFIGHTERS & PUBLIC SAFETY OFFICIALS

In California, no employee shall receive discipline for taking time off to perform emergency duty/training as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. If you are participating in this kind of emergency duty/training, please alert your supervisor so that he or she may be aware of the fact that you may have to take unpaid time off for emergency duty/training. In the event that you need to take time off for emergency duty/training, please alert your supervisor before doing so whenever possible. Time off for emergency training may not exceed 14 days per calendar year.

Emergency Duty/Training Leave is unpaid. You may choose to use your accrued vacation if you wish to receive compensation for this time off, but you are not required to do so.

If you feel you have been treated unfairly as a result of taking or requesting Emergency Duty/Training Leave, you should contact your supervisor or any other manager, as appropriate.

72 CIVIL AIR PATROL LEAVE

Pursuant to California law, the School will provide unpaid leave to employees who are volunteer members of the California Wing of the Civil Air Patrol and who have been duly directed and authorized to respond to an emergency operational mission of the California Wing of the Civil Air Patrol. Employees must be employed for at least 90 days immediately preceding the commencement of leave in order to be eligible.

Employees are required to give the School as much notice as possible of the intended dates upon which the leave would begin and end. The School will restore the employee to the position he or she held when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment, unless the employee is not restored because of

conditions unrelated to the exercise of the leave rights by the employee. The time off is unpaid. However, an employee may utilize accrued vacation.

73 LEAVE FOR BONE MARROW AND ORGAN DONORS

Pursuant to California law, the School will provide up to five business days of paid leave within a one-year period to an employee who donates bone marrow to another person; the School will also provide up to 30 business days of paid leave within a one-year period and up to another 30 business days of unpaid leave within a one-year period to an employee who donates an organ to another person. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months. The School requires that bone marrow donors use up to five days of available accrued sick or vacation time during the course of the leave. Organ donors must use up to ten days of available accrued sick or vacation time during the course of the leave.

To qualify for this leave, an employee must have been employed for at least 90 days prior to the commencement of the leave and must provide the School with written verification of his or her status as an organ or bone marrow donor and the medical necessity for the donation. During such leave, the School will continue coverage under its group medical insurance plan, if applicable. However, employees must continue to pay their portion of the applicable premiums. Employees should give the School as much notice as possible of the intended dates upon which the leave would begin and end.

IN CLOSING

Many School policies and employee benefits have been treated only briefly in this Handbook. If you have any questions or want more information, contact the CCDS Administrator or designee or Chief Business Official. It is your responsibility to learn the School policies.

EMPLOYEE ACKNOWLEDGMENT

I have received my copy of Chico Country Day School's Employee Handbook. I acknowledge it is my responsibility to read and understand each of the policies in the Handbook. I agree to abide by the School's policies.

I understand and agree that my employment is at-will and may be terminated by me or the School with or without advance notice and with or without "cause." Other than an at-will written employment agreement, if any, this Acknowledgment sets forth the entire agreement between the School and me regarding the nature of my employment and is the final expression of our agreement.

I understand and agree that my at-will status can be changed only by a written employment agreement signed by the CCDS Administrator or designee or Chief Business Official of the School and me, and approved by CCDS' Board of Directors, that expressly provides for a relationship other than at-will employment.

I understand that nothing in the Handbook is intended, nor should be construed, as a limitation of my right and the School's right to terminate the employment relationship at any time, with or without notice, and with or without cause, or the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. I understand that nothing in the Handbook is intended, nor should be construed, to create an implied or express contract of employment contrary to this express at-will agreement or to the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. I understand that the School reserves the right to depart from and modify the policies stated in the Handbook at its sole discretion, with the exception of my at-will status and the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment.

Employee Name

Employee Signature

Date

FACILITY USE POLICY - COVID ADDENDUM

JUNE 2020

To ensure we provide a safe and healthy environment for our students while continuing to support our extra-curricular opportunities, we need to follow the most current State and County guidelines. If a site is interested in providing an extra-curricular opportunity for students, the organization must submit a plan (see template below) for approval, at least 5 days prior to the activity/event, that meets the guidelines below. The plan must include a detailed description of the following:

1. Minute-by-minute description of each activity planned for each day, including a facility lay-out describing how participants will maintain social-distancing measures.
2. Detailed description of the contactless registration and payment mechanism, if relevant.
3. Detailed description of the sanitization and decontamination protocol to be implemented post-activity, including the sanitization of each piece of equipment utilized during the activity.
4. The plan must be approved by the Athletic Director, Facility Manager, Director of Student Affairs, and the Chief Business Officer prior to any marketing, promotion or implementation of the activity/event.

The plan should reference the following guidelines:

- Activities are for participants only-no spectators allowed. Every participant must have a completed and signed CCDS Participation Liability Waiver on file with the school for each activity/event (see below).
- Activity supervisor will complete Symptom-screening Questionnaire each day of the activity (see below)
- Activity Supervisor will keep a daily log of participants including name and phone number.
- Separate workstations by at least six feet to ensure no unnecessary physical contact between participants.
- Activity supervisors must wear face coverings when physical distancing of at least 6 feet cannot be maintained.
- Do not share equipment, supplies, tools, etc.
- Completely sanitize each piece of equipment at the end of each use.
- Provide hand sanitizer containing a minimum of 70% alcohol to all participants at common points of ingress/egress and in common areas and other locations used by participants.
- Limit the number of participants in the facility at any one time to groups of ten or less, which allows for participants and employees to easily maintain at least six-foot distance from one another, at all practicable times.
- Where long lines can form, assign a staff member to monitor lines in order to ensure social distancing (6 feet) is maintained and that the maximum number of participants in the facility is not exceeded

- If relevant, provide contactless payment systems or, if not feasible, sanitize payment systems frequently, depending on volume of use, and wear gloves at point of collection
- Provide disinfecting wipes containing an EPA-registered disinfectant or other disinfection measure(s) for any staff member or participant for use where appropriate.
- Discontinue the use of shared food and beverage equipment, including water stations and large-volume beverage containers.
- Require employees to wear face coverings when physical distancing of at least 6 feet cannot be maintained.
- Clean visibly dirty surfaces with soap and water prior to disinfecting.
- Discourage participants from bringing their own reusable items from home. Participants should bring individual disposable hydration containers (water bottles, etc.).
- Clearly notify, and document notification through written agreement, that all participants and parents that the activity is voluntary and non-attendance will not result in punitive actions.

Extra-curricular Activities Summer Activity/Event Planning Template

If an organization is interested in providing an extra-curricular opportunity for participants, the site must submit the following plan for approval prior to any marketing, promotion, or implementation of planned activity/event.

Requesting Site:

Date of activity:

Location of activity:

Requesting Site Staff Member:

Brief description of activity/event:

Please complete the following sections (attach additional pages as necessary):

1. Provide a minute-by-minute description of each activity/event planned for each day, including a facility lay-out describing how participants will maintain social-distancing measures.
 - a. Example: *8:00-8:15 individual passing drill, pairs of players will pass ball back and forth 10 feet apart.*
2. Provide a detailed description of the contactless and/or electronic registration and payment mechanism when possible.
3. Provide a detailed description of the sanitization and decontamination protocol to be implemented by activity/event organizers post-activity/event, including the sanitization of each piece of equipment utilized during the activity/event.

The following approvals must occur prior to any marketing, promotion, or implementation of the planned activity/event:

CCDS Athletic Director
CCDS Facility Manager
Director of Student Affairs
Chief Business Officer

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, 2020 and continue through June 30, 2021.
- (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

By: _____

NCS Board Chairperson

On Behalf of Chico Country Day School

Date: _____ By: _____

CCDS Special Education Director

Date: _____ By: _____

CCDS Board Chair

COVID-19 Operations Written Report for Chico Country Day School

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone	Date of Adoption
Chico Country Day School	Wendy Fairon Director of Education	wfairon@chicocountryday.org 530-895-2650	

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.

Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.

Chico Country Day School responded to the COVID-19 emergency in multiple phases. The Governor's Executive Orders, Stay at Home Orders and Butte County Office of Education closure guidelines occurred during a scheduled school break. The Superintendent of Schools for mButte County ordered campus closures resulting in school closures through the end of our school year. During the first two weeks, CCDS developed a Distance Learning plan and website, provided teachers with professional learning, and communicated with families through surveys, phone calls, and messaging platforms. In collecting needs assessments for families, the school was able to respond with device deployment, learning materials, and resources for our families with immediacy. The first phase of Distance Learning commenced on March 30, 2020 and extended to April 17, 2020. During this phase, staff focused on the well being of students, student access to learning, student engagement and providing enrichment. All families were contacted via email, phone or text with the intent to support family engagement and wellness. Parent meetings were held via Zoom to convey plans and answer questions. After these first three weeks, CCDS shifted programs to synchronous and asynchronous instruction, proceeding with appropriate grade level curricular content that was new rather than reviewed. Grading and assessment norms for Distance Learning were developed that focused on content introduced and not assessed, narrative reporting and feedback for students rather than traditional grades.

During the initial phase of distance learning, our special education staff reached out to the families of all students with Individualized Education Plans (IEP) to discuss modified services during the period of school closure. IEP services were amended (via the IEP addendum) to meet the needs of students, and special education services were delivered via online meeting platforms during the periods of school closure.

Attendance procedures that were developed locally, consisted of a school wide system for tracking student's daily engagement. Any virtual learning in which a student participated was included. Staff conducted outreach for students that were not engaging daily through messaging or phone calls. Scheduled Board of Directors meetings were held via Zoom from March through June.

Provide a description of how the LEA is meeting the needs of its English learners, foster youth and low-income students.

The LEA continued to provide as many support services for students as were practical. Academic intervention services were interrupted for two weeks during the first phase of Distance Learning in order to provide technical learning, outreach to families receiving services and time to coordinate staffing and schedules. Counseling services continued for any students that were receiving services prior to campus closure. Within our Distance Learning website, all families are provided access to Student Support Services, Parent Resources and a Virtual Calming Room. In addition, the school counselor has a “warm line” to offer assistance to any family in need. CCDS continued to conduct outreach for our Homeless and Foster Youth through a coordinated system of support developed at the site. National School Lunch Program meals continued being provided through our contracted provider, Chico Unified School District. These commenced immediately after campus closures.

Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.

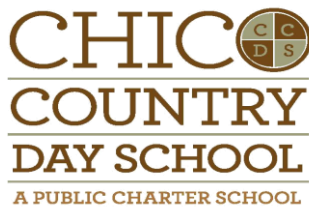
Following Governor Newsom’s “Stay at Home Order”, CCDS began communicating a Distance Learning plan to the community. All families were contacted via email, phone or text with information about what learning would look like for phase one, parent and student expectations, as well as supporting family engagement and wellness. Parent meetings were held via Zoom to convey plans and answer questions. The first phase of Distance Learning commenced on March 30, 2020 in which the staff focused on the well being of students, student access to learning, and student engagement. The goal of this phase of Distance Learning which ended on April 17, 2020, was to ensure that students were accessing Distance Learning, provide devices and technical support for families and students, conduct outreach to families that were not engaging, and help families get settled into the COVID-19 school norm. After these first three weeks, CCDS shifted programs to synchronous and asynchronous instruction, proceeding with new curricular content rather than reviewed material with the focus on providing feedback to students and opportunities for students to connect with teachers and peers. During this phase, more parent meetings were held to assist parents in navigating school where student efficacy, curiosity and independence were key. Throughout the remainder of the year, CCDS conducted multiple surveys to gather input from families about their needs, input about the student workload, and feedback about the Distance Learning experience.

Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.

National School Lunch Program meals continued being provided through our contracted provider, Chico Unified School District. These commenced immediately after campus closures. Drive through pick up locations were open throughout Chico and this information was provided through multiple communication channels. As the campus closures continued, meals service changed to provide meals for multiple days with a drive through and curbside pickup option.

Provide a description of the steps that have been taken by the LEA to arrange for supervision of students during ordinary school hours.

During campus closures, CCDS continued to work with community partners to provide information to childcare for essential workers available in our community. CCDS found it not practicable to provide childcare safely during this time.



2020-2021 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.

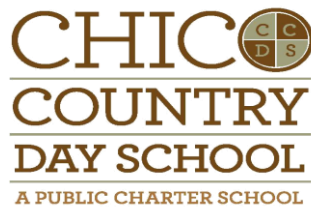
Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the School.

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, 2020 to June 30, 2021 (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 \$102,227*/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 static based on the 19/20 contract. The Administrative Contract Salary Scale, Step 5 with a Masters Degree salary shall be implemented upon approval of the Board and a budget addendum.

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.

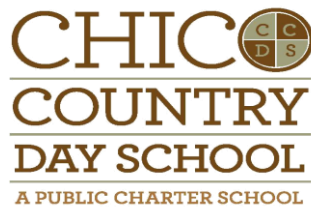
- ii. The School shall not terminate this Agreement pursuant to this paragraph until a Notice of Intent to Terminate containing a written statement of the grounds for termination has first been delivered to the Employee either personally, by e-mail or by mail (including overnight mail) to the mailing 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, 2021, 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.

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:** _____

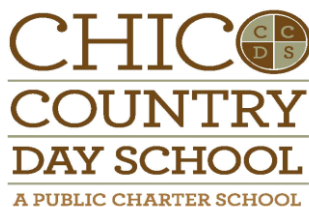
Approved by the Board:

Date: _____

Chico Country Day Charter School Board of Directors



EXHIBIT A



2020-2021 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, 2020 to June 30, 2021 (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 \$102,227*/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 static based on the 19/20 contract. The Administrative Contract Salary Scale, Step 5 with a Masters Degree salary shall be implemented upon approval of the Board and a budget addendum.

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, 2021, 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.

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

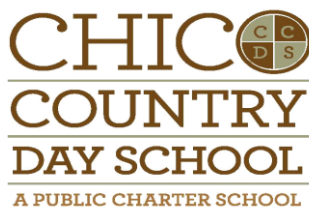
Neither party shall have the right to assign this personal Agreement, or any rights or obligations hereunder, without the consent of the other party.

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:**_____

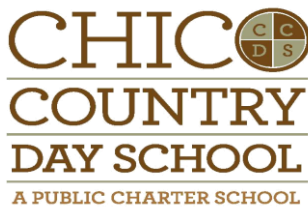
Approved by the Board:

Date:_____

Chico Country Day Charter School Board of Directors



EXHIBIT A



2020-2021 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

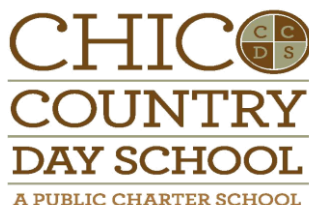
Employee is hired for the job of CHIEF BUSINESS OFFICER for the School and will perform the duties set forth on the job description attached as Exhibit "A" as well as any tasks reasonably assigned by the Board of Directors of the School ("Board"). The Employee will devote her time and energy to the business 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, 2020 to June 30, 2021 (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 \$111,562*/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 static based on the 19/20 contract. The Administrative Contract Salary Scale, Step 18 with a Masters Degree salary shall be implemented upon approval of the Board and a budget addendum.

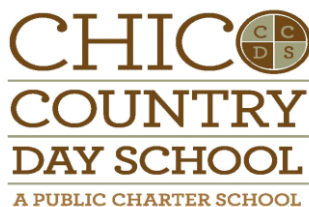
5. Employee Benefits

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.

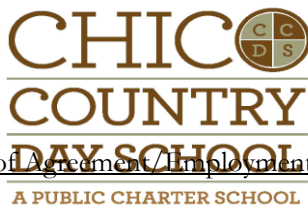
If desired, the Board and Employee may define the criteria they determine necessary for the proper operation of the School and the attainment of the School's goals and objectives and may further establish a relative priority among them. Any such goals and objectives shall be reduced to writing. Any such 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, 2020, 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 a 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

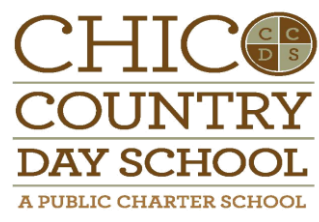


EXHIBIT A