Board Members



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

AGENDA

BOARD OF DIRECTORS REGULAR BOARD MEETING

August 7, 2019 5:30pm

Chico Country Day School – Room 4 & 5 (Middle School Campus) 102 West 11th Street/1054 Broadway, Chico, CA 95928

Mission Statement

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

1. CALL TO ORDER & ROLL CALL (5:30pm)

- 2. CLOSED SESSION (Closed Session will take place in Room 5)
 - Public Employee Evaluation Per Government Code §54957 Title: Director of Education, Dean of Students, Special Education Director, Chief Business Officer

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

3. REGULAR SESSION (6pm – Room 4)

- 3.1 Approval of Regular Agenda
- 3.2 Report from Closed Session

4. PUBLIC COMMENTS CONCERNING ITEMS NOT ON THE AGENDA

5. CONSENT AGENDA

2.1

- 5.1 Minutes from Regular Meeting of 6/12/19
- 5.2 Leadership Team Board Report
- 5.3 MOU with Nord Country School & Sherwood Montessori Regarding Special Education Services
- 5.4 Overnight Field Trip Approvals 8th Grade to Ashland 9/20-9/21/19

6. DISCUSSION/ACTION ITEMS

- 6.1 Election of Officers of the Board 2019-20: Chair, Vice Chair, Secretary, Treasurer
- 6.2 2018-19 CUSD Visit
- 6.3 Schedule of Board workshop, Fall 2019
- 7. ADJOURNMENT: Adjourn; Next Regular Meeting is September 11, 2019

Board Members



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

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, June 12, 2019 Time: 5:30 p.m. Location: CCDS Middle School 1054 Broadway Campus, Room 7

1. **CALL TO ORDER & ROLL CALL:** Lawrence called meeting to order at 5:30 p.m. Attendees: Jessika Lawrence, Michele Mittman, Charles Thompson. Chris Constantin, Brian Ausland. Absent: Suzanne Zivnuska

2. CLOSED SESSION

 2.1 <u>Public Employee Evaluation</u> Per Government Code §54957 Title: Director of Education, Dean of Students, Special Education Director, Chief Business Officer

3. REGULAR SESSION

- 3.1 **Approval of Regular Agenda** Constantin/Mittman to approve. All in favor: Lawrence, Mittman, Thompson, Constantin, Ausland (5-0).
- 3.2 **Report from closed session** No reportable action
- <u>4.</u> PUBLIC COMMENTS CONCERNING ITEMS NOT ON THE AGENDA Speaker asked how long a board position lasted 3 consecutive term of 3 years.
- 5. CONSENT AGENDA Constantin/Mittman to approve. All in favor: Lawrence, Mittman, Thompson, Constantin, Ausland (5-0)
 - 5.1 Minutes from Regular Meeting of 6/12/19
 - 5.2 Parent/Student Handbook
 - 5.3 Student Policy #20 Suicide Prevention Policy
 - 5.4 Student Policy #21 Professional Boundary Policy
 - 5.5 Leadership Report
 - 5.6 WASC Accreditation Letter
 - 5.7 Personnel Policy #5: STRS Reduced Workload
 - 5.8 STRS Reduce Workload Agreement: Susan Bower
 - 5.9 2019-20 Teacher Contract Template

6. DISCUSSION/ACTION ITEMS

- 6.1 **Honoring Lowell Daun, Board Member for CCDS: 2011-**2019 Board asked if we could explore naming the gym after Lowell. If this doesn't work, a back-up plan will be putting up a plaque. Direction given, no action taken.
- 6.2 **Charter Petition Renewal 2020-2025: Final Draft** Constantin/Thompson to approve. All in favor: Lawrence, Mittman, Thompson, Constantin, Ausland (5-0)
- 6.3 **2019-20 Final Budget Draft & MYP Final Draft** Reece discussed School Services dashboard and FCMAT calculator that are offered to calculate state funding. This is what Reece uses for revenue calculations. Constantin/Ausland to approve. All in favor: Lawrence, Mittman, Thompson, Constantin, Ausland (5-0)
- 6.4 **Certificated & Classified Salary Scale and Salary Scale Increases** -Constantin/Mittman to approve. All in favor: Lawrence, Mittman, Thompson, Constantin, Ausland (5-0)
- 6.5 Administrative Contract Renewal: Director of Education, Dean of Students, Special Education Director, Chief Business Officer Constantin/Thompson to approve. All in favor: Lawrence, Mittman, Thompson, Constantin, Ausland (5-0)
- 6.6 **Appointment of Board Members 2019-2022:** Nicole Plottel (parent), Fawn Ruby (parent), Jamie Clyde (community, ED for AS at CSUC), Thang Ho (parent) to begin a term starting July 1, 2019 Constantin/Mittman to approve. All in favor: Lawrence, Mittman, Thompson, Constantin, Ausland (5-0)
- 6.7 **LCAP Final Draft** Constantin/Thompson to approve. All in favor: Lawrence, Mittman, Thompson, Constantin, Ausland (5-0)

7. ADJOURNMENT: Lawrence adjourned at 6:58 pm; Next regular meeting is August 7, 2019.

Respectively Submitted, Chris Constantin

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. <u>Purpose</u>

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, 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. <u>Evaluations/Assessments</u>

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 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. <u>Special Education Services</u>

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. <u>Dispute Resolution</u>

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. <u>Due Process and/or Litigation</u>

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. <u>Indemnification</u>

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 CUSD 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 4% 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 (CCDS to NCS; NCS to CCDS), if applicable.
- Actual costs of translation services as needed and requested by NCS for any reports and assessments performed by CCDS staff.
- 4% 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. <u>Agreement / Term</u>

- (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, 2019 and continue through June 30, 2020.
- (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				

Special Education Memorandum of Understanding between Sherwood Montessori Charter School and Chico Country Day School

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

RECITALS:

- A. SMCS is a charter school authorized by Chico Unified School District (CUSD). SMCS 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. SMCS wishes to contract with CCDS for CCDS's provision of School Psychology services to SMCS 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. <u>Purpose</u>

The purpose of the MOU is to ensure that SMCS 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 SMCS shall retain all financial and legal responsibilities under the Individuals with Disabilities Education Improvement Act ("IDEA") and related federal and California laws for SMCS students served by CCDS in accordance with this MOU. SMCS shall remain liable for all complaints, mediations, due process matters and/or other litigation initiated by or on behalf of SMCS students which arise under such laws. CCDS's sole responsibility with respect to SMCS students is to assist SMCS 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 SMCS student and shall incur no costs associated with the provision of these services, all of which shall be paid by SMCS 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 SMCS.

2. <u>Evaluations/Assessments</u>

At the request of SMCS, 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 SMCS staff when selecting and conducting assessments and shall assist SMCS staff in preparing the assessment plan.

3. Individualized Education Plan Development/FAPE

CCDS will assist SMCS 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. SMCS 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 SMCS in its development of IEPs. CCDS shall participate in IEP meetings to report on assessments, or any other service provided under this MOU. SMCS and CCDS will collaboratively schedule all IEP meetings in which CCDS may be involved. An SMCS administrator or designee will serve as the Administrator of Record at each IEP meeting. SMCS shall be responsible to make an offer a free appropriate public education ("FAPE") for SMCS students.

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

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- (d) Ensure that progress reports from CCDS service providers are provided to parents in accordance with the student's IEPs.
- (e) Assist SMCS in ensuring that student's services listed in Section 2 are being implemented in accordance with the IEP.
- (f) Assist SMCS with investigating and responding to compliance complaints, special education audits, and other investigations or complaints related to services listed in Section 2.

4. <u>Special Education Services</u>

The IEP team shall have responsibility for determining the appropriate placements and services for SMCS students with exceptional needs in accordance with applicable laws. SMCS 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.

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- (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 SMCS's site, as CCDS and SMCS 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 SMCS Obligations

SMCS 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 SMCS buildings as assigned.
- (c) Provide internet data connections in workspaces designated for CCDS personnel at the SMCS 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.
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- (g) Ensure the attendance of appropriate SMCS personnel who are required to attend IEP meetings, including an SMCS administrator or designee and general education teacher(s).
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- 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. <u>Dispute Resolution</u>

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. <u>Due Process and/or Litigation</u>

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

8. <u>Indemnification</u>

SMCS 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. SMCS 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

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• School Psychology:

a. 0.20 FTE or equivalent of 39 days based on the employee's position on the CUSD Certificated Management Salary Schedule and a contract of 195 working days. Any additional days of work required by SMCS shall be requested in writing and approved by both SMCS and CCDS administrators. SMCS will be billed at the employee's daily rate, daily benefit costs plus a 4% 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 (CCDS to SMCS; SMCS to CCDS), if applicable.
- Actual costs of translation services as needed and requested by SMCS for any reports and assessments performed by CCDS staff.
- 4% Administrative Fee based upon the salary and benefit rates listed above.

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

10. <u>Agreement / Term</u>

- (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 SMCS 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, 2019 and continue through June 30, 2020.
- (c) CCDS will seek advisement and input from SMCS in regards to periodic program evaluation and evaluating delivery of psychological services. SMCS 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 SMCS staff in this regard as needed.
- (d) This Agreement has been made and entered into the State of California and the laws of said State will govern the validity and interpretation of this Agreement.
- (e) The persons signing this MOU warrant that they are duly authorized to sign it on behalf of the persons and entities being bound.
- (f) This Agreement may be executed in counterparts, all of which, taken together, shall be deemed an original.

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

On Behalf of Sherwood Charter School

Date:	By:					
		SMCS Director				
		By:				
		SMCS Board Chairperson				
On Behalf of Chico Country Day School						
Date:	By:					
		CCDS Special Education Director				
Date:	By:					
		CCDS Board Chair				



Chico Country Day

Overnight Field Trip Request Form

3
icipating:
ed:

Field Trip Itinerary:

18

Administrative Approval:

Board of Director Approval:

Ashland Trip: Itinerary (Draft)

6:00 am: Arrive at CCDS

- 9:15 Quick restroom stop at O'Brien Rest stop between, Mile markers 692 and 695
- 10:45: Arrive at campsite: Emigrant Lake Group Campground: 5505 Oregon 66 Ashland, OR 97520
- 10:45-11:30: Set up camp, get dressed for the theatre
- 11:30-11:45 Quick lunch- sack lunch brought from home
- 11:45: Head to OSF for Prologue
- 12:10: Line up for Prologue in front of the Thomas Theatre
- 12:30-1:15 Prologue for The Way the Mountain Moves Thomas Theatre
- 1:30-4:00 The Way the Mountain Moves (2:26) at the Angus Bowmer Theatre
- 4:00-5:30 Walk around in Ashland in small groups
- 6:00- Back to camp/help with meal prep
- 6:30: Dinner at our campsite
- 7:15- Drive Back to downtown Ashland
- 7:45: Lineup /enter Thomas Theater for Romeo and Juliet
- 8:00-10:45: Romeo and Juliet (2:41)
- 11:00: Back to Campsite. Lights out shortly after arriving back for the evening

Septmber 20th

- 7:30 Wake up/Clean up
- 8:00-Breakfast (muffins, bagels, fruit)
- 9:00 In cars and heading back to Chico

11:00 Rest Stop and Lunch, I5 Southbound: 21746 Lakeshore Dr, Lakehead, CA 96051, Mile Marker 705, sack lunches made at camp

1:00 pm: Arrive back in Chico- students are welcome to go home early, but must be signed out at the office

Chico Country Day School

Tina Keene, Director, State and Federal Programs:

The following are our observations from the visit to Chico Country Day School on May 14, 2019.

One notable observation was the demographic difference between Chico Country Day and Chico Unified. It was brought to the Director's attention about the potential legislation changes where the charter school's demographics will be expected to match the demographics of the authorizing district.

It was also discussed that in future reviews, the authorizer would like to see LCAP goals written in terms of distance to standard and state dashboard change levels.

Recruitment/Enrollment

Chico Country Day School (CCDS) was originally chartered in 1996, providing an educational program for students in grades K-8. The charter was last renewed in 2015 and is up for renewal in 2020. The school has grown to be a popular choice for parents and students, with a reported 2018-19 school year enrollment of approximately 558 students. Beginning with the 2016-17 kindergarten and waiting list lottery, CCDS implemented new procedures based on the material revision of Element 7 & 8 of the charter, presented to CUSD in 2016. The goal of this change is to get more students from the Barber yard area to attend CCDS. The school knows this is an area of weakness and currently has 20 spots in Kindergarten after sibling and staff registration with priority going to children in the Barber, Chapman, and Citrus neighborhoods. Additionally, they have moved to enrollment online, on phones, with the SchoolMent application. This helps in that hard copy enrollment forms are not required to come in and potentially helps aide parents with enrollment. In 2019-19, enrollment was the following:

CCDS Enrollment:

English Learners0.4% (2 students)Foster Youth0.0% (0 students)Homeless1.4% (8 students)Migrant Education0.0% (0 students)Students with Disabilities8.2% (46 students)Socioeconomically Disadvantaged22.4% (125 students)

Total Number of Students: 558 *Source: DataQuest, 2018-19 Census Day

Chico Unified School District Enrollment:

English Learners 5.8%

Foster Youth0.8%Homeless2.3%Migrant Education0.1%Students with Disabilities13.6%Socioeconomically Disadvantaged49.2%

Total Number of Students: 12,242 *Source: CALPADS, 2018-19 Census Day

Governance Structure

Chico Country Day School is governed by a Board of Directors whose members include representatives from parents, community and staff. Jessika Lawrence is the current CCDS Board Chair. She is joined on the board by Brian Ausland, Chris Constantin (Secretary), Lowell Daun (Vice Chair), Michele Mittman (Treasurer), Charles Thompson, and Suzanne Zivnuska. Wendy Fairon is the Director of Education, Colly Fischer is Dean of Students, Amie Parent is the Special Education Director and School Psychologist. Margaret Reece oversees the business side of the operations as the Chief Business Officer.

Ted Sullivan, Director, Elementary Education Jay Marchant, Director, Secondary Education Tim Cariss, Director, Assessment and Accountability

LCAP Update:

The CUSD team is continuing to use the LCAP to provide a focus for Chico Unified's annual visits and reports.

Goal #1: CCDC will provide improved, supported, and equitable conditions of learning for all students.

The school uses PBIS and social-emotional learning programs. They utilize a student survey and a Student-Risk Screening Survey. The metrics do overlap.

Goal #2: CCDC will ensure student outcomes reflect access and achievement in research based and Common Core aligned instructional strategies and support programs.

CCDS reported using a new curriculum in English Language Arts, called Expeditionary Learning. They report a big upswing with instruction while using the program. The program is described as dovetailing good, instructional practice with the standards. The curriculum integrates Social Studies and Science. Additionally, the students have benchmarks three times

each year with targeted interventions running every six weeks. The school also utilizes their SST/SBIT teams.

Upon the release of state scores, CUSD will send an analysis of their academic performance to CUSD board members.

Goal #3: CCDC will create a supportive, safe and engaging environment for all students, parents and staff.

This year, CCDS added a .5 counselor funded from the North Valley Community Foundation. They have made many efforts toward MTSS and have Second Step instruction in grades K-5. The school also had an intern from Chico State assisting with student services. Students have been exposed to the Mind Up mindfulness program and in the junior high, they have used Second Step during their Advisory period with a monthly theme as an anchor. There is continued focus on parent communication with School Messenger's text system, which is more favored by parents than emails.

Diane Olsen, Director, Special Education and Student Support Services

Director of Education Wendy Fairon, Dean of Students Colly Fischer and Director of Special Education Amie Parent provided an overview of support services and staffing. CCDS provides all special education services as per their charter policies.

Student Support Services:

Chico Country Day School is a Local Education Agency (LEA) for the purposes of special education services in the Butte County SELPA. In this capacity, the school is responsible for providing or obtaining special education services for all students with disabilities enrolled at the school. CCDS has given Chico Unified School District (CUSD), Butte County Office of Education (BCOE) and BCOE/SELPA notice that they will join the El Dorado County Charter SELPA for the 2019-20 School year.

CCDS employs the following special education staff:

- .5 FTE Director of Special Eduction
- 2.0 FTE mild/moderate credential teacher
- .2 FTE School Nurse
- .5 FTE School Psychologist
- .8 FTE Speech and Language Pathologist
- .1 FTE APE teacher
- 4.5 FTE Para-professionals

CCDS currently contracts with CUSD for Vision Impairment (VI) services and with the Butte County Office of Education for Occupational Therapy.

Additionally, the CCDS staff reported that students without IEPs who need assistance are

provided interventions through the school-based speech program and their intervention programs.

As of May 2018 there were 48 students with IEPs attending CCDS. these students are as follows:	The primary disabilities for
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	CCDS #	CCDS %	CUSD #	CUSD %
Autism	8	1.4	296	2.4
Emotional Disturbance	1	.2	84	.6
Hard of Hearing	1	.2	15	.1
Intellectual Delay	1	.2	107	.9
Multiple Disabilities	0	0	31	.2
Orthopedically Impaired	0	0	15	.1
Other Health Impaired	11	2.0	285	2.3
Specific Learning Disability	19	3.4	642	5.2
Speech and Language Impairment	5	.9	266	2.2
Traumatic Brain Injury	1	.2	4	.03
Vision Impairment	1	.2	8	.06
Total	48	8.6	1759	14.3

The student enrollment at CCDS was approximately 558 students (18-19). The percentage of students with Individual Education Plans (IEPs) at CCDS is approximately 8.6% percent. The percentage of students with IEPs in CUSD is approximately 14.3% for 2018-2019.

In 2018-2019 (lag year 2017-2018) charter schools were included in Performance Indicator Review (PIR) of State Performance Indicators for students with disabilities. CCDS did not meet the state target for students with disabilities in the area of suspensions. CCDS has a small demographic of special education students. CCDS completed the PIR and developed a plan to improve suspension rates of students with disabilities.

Personnel, Staff Performance:

Based on a site visit and interview with administrators, CCDS meets the established criteria in

this area and does not appear to have any areas of concern.

Jaclyn Kruger, Director, Fiscal Services <u>Chico Country Day School – 2018-2019 Financial Review:</u>

Chico Country Day School (CCDS) is a K-8 charter school located in Chico, California.

CCDS employs their own Chief Business Officer. Her name is Margaret Reece and she has been with CCDS since 2002. She is responsible for preparing the budget and financial reports for the charter school.

2017-18 Year End Unaudited Actuals:

The unaudited actuals report was submitted to CUSD by September 15th, which is required by Ed Code. CCDS had a positive change in fund balance of \$152k. This increase brought their total ending fund balance to \$6,914,551. Of this \$6.9 million reserve, \$4,111,769 has been designated to specific purposes (ie, facilities and loan repayments), which leaves \$2,802,782 as unappropriated/unrestricted. Therefore, CCDS ended 2017-18 with a 55% reserve.

2017-18 Audit Report:

CCDS contracted with Stephen Roatch Accountancy Corporation to perform an external audit of the 2017-18 financial statements. There was one audit finding regarding teacher credentialing.

CCDS had two teachers who taught in classrooms with expired teacher credentials for 29 days and 50 days, respectively. There was no financial penalty because CCDS had enough instructional minutes (even after removing these days) to be in compliance with the minimum instructional minutes requirement.

The audit report did recommend that CCDS implement a process to ensure that this error doesn't occur in the future. CCDS has implemented a process that involves both Human Resources and the Director of Education reviewing credentials each year. Additionally, CCDS has purchased a new human resources and financial software program, which will provide reports/notifications regarding impending expiring credentials.

2018-19 Second Interim Budget:

The second interim budget was approved by March 15th, which is required by Ed Code. In this most current budget from CCDS, the total change in fund balance is a positive \$48k. CCDS estimates total fund balance at June 30th, 2019 to be \$6,962,848. Of this ending fund balance, \$4,749,383 has been specifically dedicated. The remaining ending fund balance is \$2,213,465, which equates to a 40% reserve.

Attendance:

P-2 average daily attendance (ADA) was reported at 540.88 for 2018-19 versus 538.69 reported in 2017-18. There was a small increase of 2.19 ADA over prior year.

Cash Flow:

CCDS has submitted a 2018-19 cash flow projection with actual data through April 30th, 2019 to CUSD. Cash flow projections provide a tool for both the charter school administration and CUSD to review actual cash receipts and expenditures as well as the projected in-flow and outflow of cash in the future months. As of April 30th, 2019, CCDS projected large positive cash balances for May and June 2019. CCDS has a solid reserve, which helps with cash flow. While cash is not a large concern right now, it is still important to monitor each month.