



AGENDA

BOARD OF DIRECTORS REGULAR BOARD MEETING

Time: June 15, 2022 5:30pm

~In Person~

Middle School Campus, room 5

Zoom:

Subject to change in accordance to the Brown Act.

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

Join Zoom Meeting

<https://us02web.zoom.us/j/86541155234>

Meeting ID: 865 4115 5234

Mission Statement

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

2021-2022 CCDS Board Members:

Jessika Lawrence, Chair
Melissa Pearson, Vice Chair
Jamie Clyde, Treasurer
Devjani Banerjee-Stevens, Secretary
Thang Ho, Member
Charles CC Carter, Member
Santy Gray, Member

1. CALL TO ORDER & ROLL CALL

2. CLOSED SESSION (5:30pm)

- 2.1 **Public Employee Evaluation:** Per Government Code §54957

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

3. REGULAR SESSION (6:00pm)

- 2.1 Approval of Regular Agenda
2.2 Report from Closed Session

4. PUBLIC COMMENTS CONCERNING ITEMS NOT ON THE AGENDA

5. CONSENT AGENDA

- 5.1 Minutes from meetings of May 11, 2022
5.2 Board Report of Checks: 5/1/22-6/1/22
5.3 MOU for Nursing Services between CCDS & CORE Butte Charter School, Inspire School of Arts & Sciences, Achieve Charter School, Blue Oak Charter School, Sherwood Montessori.
5.4 MOU for School Social Work Services between CCDS & Nord Country School



- 5.5 Employment Contracts: Certificated teacher contract template, Director of Student Affairs, Director of Student Support Services, CEO
- 5.6 Personnel Handbook, 2022-2023 school year
- 5.7 Board Meeting Schedule 22/23
- 5.8 Insurance Contract 2022-2023: CharterSafe Proposal
- 5.9 Updated Media Use Policy, 2022
- 5.10 ELO Program Plan
- 5.11 UPK Planning and Implmentaion Grant Program

6. DISCUSSION/ACTION ITEMS

- 1.1 Extended Contract with SchoolAbility Financial Services
- 1.2 Final Local Control Accountability Plan 2022-2023, LCAP Budget Overview for Parents, LCAP/LCP Annual Update
- 1.3 22/23 Original Budget
- 1.4 Amended 2022-2023 School Calendar
- 1.5 Cafeteria MOU with CUSD
- 1.6 Cafeteria Assistant Job Description
- 1.7 Proposed one time off-schedule salary bonus in lieu of salary schedule increase
- 1.8 Tobacco and Vape Policy- Student Policy #22
- 1.9 WASC Timeline Update
- 1.10 Ad hoc committee: New Board Member Search and Nomination

7. ADJOURNMENT: Adjourn; Next Regular Meeting is August 10, 2022

Information, Procedures and Conduct of CCDS Board Meetings:

Student Participation:

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

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

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

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

Copies of Agendas and Related Materials: Materials are available at the meeting, on the website at www.chicocountryday.org, or in the Main office prior to the meeting @ 102 W. 11th Street, Chico, CA 95928.



Minutes

CCDS Board of Directors Special Meeting

Date: Wednesday, May 11, 2022

Time: 5:30 pm

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

1. CALL TO ORDER & ROLL CALL:

Lawrence called meeting to order at 5:36 pm.

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

Absent: Santy Gray

2. CLOSED SESSION (5:30 pm)

2.1 Public Employee Evaluation

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

3. REGULAR SESSION (6:00 pm)

3.1 **Approval of Regular Agenda.** Ho/Carter to approve. All in favor: Lawrence, Banerjee-Stevens, Pearson, Clyde

3.2 **Report from Closed Session.** Nothing to report

4. PUBLIC COMMENTS CONCERNING ITEMS NOT ON THE AGENDA. No comments.

5. CONSENT AGENDA

5.1 **Request to Change Consent Agenda.** Lawrence requested to move Consent Agenda item 5.5 (Measure K Member Change Form) to Discussion items. Ho/Carter to approve. All in favor: Lawrence, Banerjee-Stevens, Pearson, Clyde

6. DISCUSSION/ACTION ITEMS

6.1 **WASC Committee Report.** Ann Nikolai and Claudia Trout reported on the work of the committee. Noted that the WASC team is scheduled to complete an on-site visit in May, 2023, but the school must submit their report by March, 2023. The committee is working with writers familiar with the WASC process to complete this report.

6.2 **LCAP Survey Feedback.** Claudia Trout presented survey results from parents and students. Trout reminded the board that LCAP reports are posted on the CCDS website.

6.3 **School Social Work Services and Support and CCDS.** Christina Hudson, MSW, presented a summary of the services she is offering to provide mental health support to CCDS students.

6.4 **Mental Health Awareness Month Resolution.** Wendy Fairon reported that BCOE provided the language for the resolution and requested the board's approval to officially adopt it. Lawrence/Ho to approve. All in favor: Banerjee-Stevens, Pearson, Clyde, Carter

6.5 **CUSD Site Visit Report.** Wendy Fairon provided a summary of the recent site visit completed by CUSD officials. Noted that Tina Keene, the Charter School Liaison, will present a report to the CUSD board on May 18, 2022.

6.6 **Ad hoc committee of the board: CBO Search.** Wendy Fairon reported that the admin team is reviewing the job description, with significant feedback from the interim CBO, Frank Jerome. Admin requested that an ad hoc committee of board members be formed to assist with this process. The committee includes: Thang Ho, Jessika Lawrence, and Jamie Clyde. Ho/Banerjee-Stevens to approve. All in favor: Lawrence, Pearson, Clyde, Carter

6.7 **Measure K Member Change Form.** Fairon clarified that Margaret Reece, former CBO, previously submitted Measure K spending proposals to CUSD. Fairon suggests that Stuart Langford be the new CCDS representative on this committee. Lawrence suggested that Fairon attend meetings to provide support, if needed, as Langford is not a member of the administrative team. Lawrence/Ho to approve. All in favor: Banerjee-Stevens, Pearson, Clyde, Carter

7. **ADJOURNMENT**

Lawrence adjourned the meeting at 7:42 pm. Next Regular Meeting is June 15, 2022.

Checks Dated 05/01/2022 through 06/01/2022			Board Meeting Date 06/15/2022
Check Number	Check Date	Pay to the Order of	Check Amount
0020131	05/03/2022	AFLAC	357.78
0020132	05/03/2022	American Fidelity Assurance ATTN: Billing Admin	340.08
0020133	05/03/2022	Butte Schools Self Funded Programs	56,916.79
0020134	05/03/2022	Chico Country Day School	12,540.93
0020135	05/03/2022	Employment Development Dept	5,535.17
0020136	05/03/2022	Internal Revenue Service	20,333.89
0020137	05/03/2022	The TDS Group	5,837.50
0020138	05/04/2022	CalPERS	24,901.77
0020139	05/04/2022	Chico Country Day School	82.92
0020141	05/06/2022	Adams, Lora R	58.91
0020142	05/06/2022	Amazon Capital Services, Inc	1,745.42
0020143	05/06/2022	Birchard, Marijeanne Y	64.78
0020144	05/06/2022	Carlson Electrical Systems	1,700.88
0020145	05/06/2022	CASBO	1,750.00
0020146	05/06/2022	Cherry, Angela J	143.29
0020147	05/06/2022	Dawson Landscaping	1,300.00
0020148	05/06/2022	Evergreen Janitorial Supply, Inc.	267.42
0020149	05/06/2022	Follett School Solutions, Inc	397.36
0020150	05/06/2022	Goldmann, Brittan I	175.21
0020151	05/06/2022	Memory Book Company	4,803.86
0020152	05/06/2022	Mission Linen and Uniform	477.90
0020153	05/06/2022	Owen, Stacey E	16.28
0020154	05/06/2022	PG &E	6,664.42
0020155	05/06/2022	US Screenprinting & Embroidery	1,069.23
0020160	05/13/2022	Access Information Management	135.55
0020161	05/13/2022	Adams, Lora R	28.24
0020162	05/13/2022	Amazon Capital Services, Inc	438.41
0020163	05/13/2022	Anderson, Tyson J	56.79
0020164	05/13/2022	Certifix Live Scan	60.00
0020165	05/13/2022	Citi Cards	1,859.69
0020166	05/13/2022	Cooley, Kerri A	146.84
0020167	05/13/2022	Dell Financial Services Payment Processing Center	2,252.25
0020168	05/13/2022	Department of Justice	96.00
0020169	05/13/2022	Discount School Supply	123.26
0020170	05/13/2022	Eubanks, David J	263.17
0020171	05/13/2022	Evergreen Janitorial Supply, Inc.	170.38
0020172	05/13/2022	Fairon, Wendy A	55.25
0020173	05/13/2022	Leading Well	7,232.30
0020174	05/13/2022	Peterson, Sarah	59.23
0020175	05/13/2022	SchoolAbility, LLC	2,500.00
0020176	05/13/2022	T Mobile	331.50
0020177	05/13/2022	Towner, Cindy E	403.29
0020178	05/13/2022	Tucker Pest Control	215.00
0020179	05/13/2022	Verizon Wireless	201.72
0020181	05/18/2022	Wilson, Pamela H	898.43
0020182	05/20/2022	A & J Party Center	147.68
0020183	05/20/2022	Achieve Charter School of Paradise, Inc.	250.00
0020184	05/20/2022	Adams, Lora R	37.12
0020185	05/20/2022	Amazon Capital Services, Inc	192.01

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

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Checks Dated 05/01/2022 through 06/01/2022

Board Meeting Date 06/15/2022

Check Number	Check Date	Pay to the Order of	Check Amount
0020186	05/20/2022	Butte County Public Health Dep	484.00
0020187	05/20/2022	Cherry, Angela J	279.02
0020188	05/20/2022	Citi Cards	120.00
0020189	05/20/2022	Dell Financial Services	3,644.61
0020190	05/20/2022	Dell Financial Svcs, LCC	3,285.58
0020191	05/20/2022	Dewald Parent, Amie L	480.78
0020192	05/20/2022	Employment Development Dept	11,492.24
0020193	05/20/2022	Eubanks, David J	81.44
0020194	05/20/2022	Hall, Jeffrey M	9.64
0020195	05/20/2022	Hardesty, Debra A	18.00
0020196	05/20/2022	How Ya Do INC. DBA PourAway	715.35
0020197	05/20/2022	Internal Revenue Service	44,153.23
0020198	05/20/2022	Langford, Stuart C	468.13
0020199	05/20/2022	Loy J Mattison	617.50
0020200	05/20/2022	LRT Graphics	545.45
0020201	05/20/2022	Office Depot	826.77
0020202	05/20/2022	Ray Morgan Company	205.92
0020203	05/20/2022	The Repair Depot	80.00
0020204	05/20/2022	Waste Management	970.54
0020206	05/27/2022	Adams, Lora R	56.70
0020207	05/27/2022	Amazon Capital Services, Inc	3,214.74
0020208	05/27/2022	AT & T	216.22
0020209	05/27/2022	Butte Schools Self Funded Programs	58,938.39
0020210	05/27/2022	CA Water Service Company	1,445.67
0020211	05/27/2022	Carlson Electrical Systems	60.00
0020212	05/27/2022	Chico Country Day School	25,568.90
0020213	05/27/2022	Cooley, Kerri A	482.78
0020214	05/27/2022	Dewald Parent, Amie L	200.00
0020215	05/27/2022	Employment Development Dept	5,301.35
0020216	05/27/2022	Eubanks, David J	81.44
0020217	05/27/2022	Hall, Judie I	109.86
0020218	05/27/2022	Internal Revenue Service	19,003.25
0020219	05/27/2022	Jackson County Parks	175.00
0020220	05/27/2022	Jordan Williams	150.00
0020221	05/27/2022	Learning Without Tears	29.45
0020222	05/27/2022	Oregon Shakespeare Festival	800.00
0020223	05/27/2022	The TDS Group	10,870.00
0020224	05/27/2022	Towner, Cindy E	295.73
		Total Number of Checks	87
			361,113.58

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	87	361,113.58
Total Number of Checks		87	361,113.58
Less Unpaid Tax Liability			.00
Net (Check Amount)			361,113.58

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

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

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

RECITALS:

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

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

1. Purpose

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

2. Services of the school nurse may include:

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

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

3. Additional Sherwood Obligations

Sherwood shall:

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

4. Dispute Resolution

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

5. Due Process and/or Litigation

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

6. Indemnification

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

7. Fiscal Agreement

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

- School Nurse:
 - a. 0.10 FTE or equivalent of 18.5 days based on the employee's position on the CCDS Nursing Salary Schedule. Any additional days of work required by Sherwood shall be requested in writing and approved by both Sherwood and CCDS administrators. Sherwood

will be billed at the employee's daily rate, daily benefit costs plus a 2% fee based on the daily amounts.

b. Twenty percent (20%) of the benefit cost of the employee, including PERS, payroll fees and other fees associated with an employee.

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

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

8. **Agreement / Term**

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

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

On Behalf of Sherwood School of Arts & Sciences

Date: _____ By: _____
Sherwood Director

Date: _____ By: _____
Sherwood Board Chairperson

On Behalf of Chico Country Day School

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

Date: _____ By: _____
CCDS Board Chair

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

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

RECITALS:

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

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

1. Purpose

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

2. Services of the school nurse may include:

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

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

3. Additional Achieve Obligations

Achieve shall:

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

4. Dispute Resolution

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

5. Due Process and/or Litigation

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

6. Indemnification

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

7. Fiscal Agreement

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

- School Nurse:
 - a. 0.13 FTE or equivalent of 17 hours per month (11 hours per month in Chico and 6 hours per month in Paradise) based on the employee's position on the CCDS Nursing Salary Schedule. Any additional days of work required by Achieve shall be requested in

writing and approved by both Achieve and CCDS administrators. Achieve will be billed at the employee's daily rate, daily benefit costs plus a 2% fee based on the daily amounts.

b. Twenty percent (20%) of the benefit cost of the employee, including PERS, payroll fees and other fees associated with an employee.

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

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

8. **Agreement / Term**

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

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

On Behalf of Achieve School of Arts & Sciences

Date: _____ By: _____
Achieve Director

Date: _____ By: _____
Achieve Board Chairperson

On Behalf of Chico Country Day School

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

Date: _____ By: _____
CCDS Board Chair

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

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

RECITALS:

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

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

1. Purpose

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

2. Services of the school nurse may include:

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

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

3. **Additional Blue Oak Obligations**

Blue Oak shall:

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

4. Dispute Resolution

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

5. Due Process and/or Litigation

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

6. Indemnification

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

7. Fiscal Agreement

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

- School Nurse:
 - a. 0.20 FTE or equivalent of 37 days based on the employee's position on the CCDS Nursing Salary Schedule. Any additional days of work required by Blue Oak shall be requested in writing and approved by both Blue Oak and CCDS administrators. Blue Oak

will be billed at the employee's daily rate, daily benefit costs plus a 2% fee based on the daily amounts.

b. Twenty percent (20%) of the benefit cost of the employee, including PERS, payroll fees and other fees associated with an employee.

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

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

8. **Agreement / Term**

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

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

On Behalf of Blue Oak School of Arts & Sciences

Date: _____ By: _____
Blue Oak Director

Date: _____ By: _____
Blue Oak Board Chairperson

On Behalf of Chico Country Day School

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

Date: _____ By: _____
CCDS Board Chair

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

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

RECITALS:

- A. CORE is a charter school authorized by Butte County Office of Education (BCOE).
- B. CCDS is a charter school authorized by the Chico Unified School District.
- C. CORE wishes to contract with CCDS for CCDS’s provision of School Nursing services to CORE students, as more fully discussed in this MOU.

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

1. Purpose

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

2. Services of the school nurse may include:

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

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

3. **Additional CORE Obligations**

CORE shall:

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

4. Dispute Resolution

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

5. Due Process and/or Litigation

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

6. Indemnification

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

7. Fiscal Agreement

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

- School Nurse:
 - a. 0.20 FTE or equivalent of 37 days based on the employee's position on the CCDS Nursing Salary Schedule. Any additional days of work required by CORE shall be requested in writing and approved by both CORE and CCDS administrators. CORE will be billed at the employee's daily rate, daily benefit costs plus a 2% fee based on the daily amounts.

- b. Twenty percent (20%) of the benefit cost of the employee, including PERS, payroll fees and other fees associated with an employee.
- Mileage rate equal to the IRS Standard Mileage Rates, if applicable.
- Actual costs of translation services as needed and requested by CORE for any reports and assessments performed by CCDS staff.
- 2% Administrative Fee based upon the salary and benefit rates listed above.

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

8. Agreement / Term

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the

date and year first above written.

On Behalf of CORE Butte Charter School

Date: _____ By: _____
CORE Director

Date: _____ By: _____
CORE Board Chairperson

On Behalf of Chico Country Day School

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

Date: _____ By: _____
CCDS Board Chair

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

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

RECITALS:

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

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

1. Purpose

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

2. Services of the school nurse may include:

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

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

3. **Additional Inspire Obligations**

Inspire shall:

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

4. Dispute Resolution

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

5. Due Process and/or Litigation

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

6. Indemnification

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

7. Fiscal Agreement

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

- School Nurse:
 - a. 0.20 FTE or equivalent of 37 days based on the employee's position on the CCDS Nursing Salary Schedule. Any additional days of work required by Inspire shall be requested in writing and approved by both Inspire and CCDS administrators. Inspire will be billed at the employee's daily rate, daily benefit costs plus a 2% fee based on the daily amounts.

- b. Twenty percent (20%) of the benefit cost of the employee, including PERS, payroll fees and other fees associated with an employee.
- Mileage rate equal to the IRS Standard Mileage Rates, if applicable.
- Actual costs of translation services as needed and requested by Inspire for any reports and assessments performed by CCDS staff.
- 2% Administrative Fee based upon the salary and benefit rates listed above.

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

8. **Agreement / Term**

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the

date and year first above written.

On Behalf of Inspire School of Arts & Sciences

Date: _____ By: _____
Inspire Director

Date: _____ By: _____
Inspire Board Chairperson

On Behalf of Chico Country Day School

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

Date: _____ By: _____
CCDS Board Chair

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

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

RECITALS:

- A. Nord is a charter school authorized by Chico Unified School District.
- B. CCDS is a charter school authorized by the Chico Unified School District.
- C. Nord wishes to contract with CCDS for CCDS’s provision of School Social Worker services to Nord 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 Nord students are provided with school social work services by CCDS. It is agreed that Nord shall retain all financial and legal responsibilities under the Individuals with Disabilities Education Improvement Act (“IDEA”) and related federal and California laws for Nord students served by CCDS in accordance with this MOU. Nord shall remain liable for all complaints, mediations, due process matters and/or other litigation initiated by or on behalf of Nord students which arise under such laws. CCDS shall only be considered a service provider and not the responsible LEA for any Nord student and shall incur no costs associated with the provision of these services, all of which shall be paid by Nord as set forth in this MOU. Unless the parties agree otherwise in writing, CCDS is not required to provide anything beyond what is specifically identified in this MOU.

2. Services of the school social worker may include:

- (a) Providing school counseling and social work services to students and parents regarding mental health or school related issues and providing information and referral to community services;
- (b) Providing school social work case management services for students and families;
- (c) Communicating with students, families, caregivers, and health care providers
- (d) Serving as a mental health consultant and providing in-service programs to staff on a variety of mental health topics;
- (e) Promoting a healthy school environment for emotional and physical safety;
- (f) Performing federal and state mandated tasks including but not limited to child abuse reporting;
- (g) Providing routine direct mental healthcare services and referrals;

- (h) Maintaining, protecting and managing confidential electronic and written student records.

3. Additional Nord Obligations

Nord shall:

- (a) Pay CCDS for services identified herein, consistent with the Fiscal Agreement set forth in paragraph 7 below.
- (b) Provide CCDS personnel with appropriate designated workspace for the delivery of services within Nord buildings as assigned.
- (c) Provide internet data connections in workspaces designated for CCDS personnel at the Nord site.
- (d) Provide a locked file cabinet in which to store confidential mental health files or notes at the Nord site.
- (e) Maintain Commercial General Liability on an “occurrence basis” with a limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for bodily injury, death, and property damage and provide a Certificate of Insurance to the CCDS business officer verifying the minimum coverage and naming CCDS as additional insured.

4. Dispute Resolution

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

5. Due Process and/or Litigation

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

6. Indemnification

Nord 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 Nord Country School or CCDS., 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. Nord shall indemnify CCDS and its Board, officials, employees and agents against any remedies, including compensatory education, reimbursement, money damages, attorney's fees and/or costs that may be awarded or agreed to, for failure to provide appropriate and/or compliant special education and related services.

7. Fiscal Agreement

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

- School Social Worker:
 - a. 0.40 FTE or equivalent of 74 days based on the employee's position on the CCDS Teacher Salary Schedule. Any additional days of work required by Nord shall be requested in writing and approved by both Nord and CCDS administrators. Nord will be billed at the employee's daily rate, daily benefit costs plus a 2% fee based on the daily amounts.
 - b. Forty percent (40%) 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 Nord for any reports and assessments performed by CCDS staff.
- 2% Administrative Fee based upon the salary and benefit rates listed above.

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

8. Termination:

- a. **Termination on Notice.** Each party may terminate this agreement for any reason on 30 (Thirty) Business Days' notice to the other party.
- b. **Nord May Terminate for Material Breach.** Nord may terminate this agreement with immediate effect by delivering notice of the termination to CCDS, if CCDS fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its covenants, representations, or obligations, and the failure, inaccuracy, or breach continues for a period of five (5) Business Days' after Nord delivers notice to CCDS reasonably detailing the breach.

9. 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 Nord concerning its subject matter. Any modification to this MOU shall be effective only if in writing and signed by all parties. If any provision or any part of this MOU is for any reason held to be invalid or unenforceable or contrary to public policy, law, or statute, and/or ordinance, the remaining provisions of this MOU shall not be affected thereby and shall remain valid and fully enforceable.

- (b) The term of this Agreement and services shall commence on July 1, 2021 and continue through June 30, 2022.
- (c) CCDS will seek advisement and input from Nord in regards to periodic program evaluation and evaluating delivery of social work services. Nord retains the ability to perform an independent evaluation of the School Social Work 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 Nord 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 Country School:

Date: _____ By: _____
Nord Director

Date: _____ By: _____
Nord Board Chairperson

On Behalf of Chico Country Day School

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

Date: _____ By: _____
CCDS Board Chairperson



CHICO COUNTRY DAY SCHOOL

2022-2023 AT-WILL EMPLOYMENT AGREEMENT: Teacher

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

A. Recitals

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

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

B. Employment Terms and Conditions

1. Position and Duties.
 - a. Employee is hired for the job of **1.0 FTE Teacher** for the School and will perform the duties set forth on the job description attached as Exhibit “A” as well as any tasks assigned by the School in its sole discretion. The Employee will devote his/her time and energy to the business of the School, will use his/her best efforts to promote the success of the School, and will cooperate fully in the advancement of the best interests of the School. The Employee agrees that he/she shall read, understand, and comply with all School policies and procedures as amended or modified from time to time, including those set forth in the employee handbook. To the extent any such policies and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.
 - b. Employee shall at all times faithfully, industriously, and to the best of Employee’s ability perform all of the duties that may be required of the Employee. The Employee understands that in light of the School’s size and limitations on availability of funds and personnel, the School requires flexibility in its operations and the School may at times make assignments that are in addition to those expressly described in this Agreement and the job specification.



2. Work Year. Subject to the employment at-will provision of this Agreement, Employee's employment with the School shall begin on August 9, 2022 and end no later than June 2, 2023 ("Work Year"). Pursuant to the employment at-will provision of this Agreement, either Party has the right to terminate Employee's employment at any time, with or without advance notice, and with or without cause. Employee acknowledges and understands that Employee has entered into this employment relationship with Employer voluntarily and acknowledges and understands that there is no specific length or agreed upon period of employment. For retirement benefit purposes only, Employee shall work a minimum of 185 days in order to receive one year of creditable services with CalSTRS.

3. Work Hours.

- a. Regular work hours: Employee is a full-time exempt employee. It is anticipated that Employee's work hours will encompass the School's normal operating hours as well as any additional hours which are necessary to the accomplishment of his or her duties. Employee's work hours may or may not exceed forty hours per week. As an exempt employee, Employee will not be eligible for overtime pay. At a minimum, Employee's workday will begin no later than 7:45 a.m. and will end no earlier than 3:15 p.m. The exception will be non-student workdays with a work schedule as set by the School.
- b. Staff Development: Employee is required to participate in staff development, which will be provided by the School. If the Employee misses a staff development session, it is the responsibility of the Employee to otherwise meet the requirement. Staff development hours not provided by the School must be pre-approved by the School and may be required to be held outside of regular paid work days and at the Employee's own expense. Unless otherwise agreed upon by the School, the School will not be responsible for costs of professional development and/or training programs not provided by the School.
4. Compensation. In consideration for the services to be rendered under this Agreement, the School will pay Employee a gross salary of **\$XYZ per Work Year** less applicable taxes, withholdings, and authorized deductions. Employee's annual salary shall be for work performed over 10 months, as described above. Employee's salary may be prorated if Employee works less than the Work Year. Salary will be paid consistent with the Employer's payroll schedule, bi-monthly, over a 12 month period. Employee's placement on the School's salary scale, adopted in May 2021 (See attached Exhibit B), is as follows:

Step: x

Column: y

5. Employee Benefits. Employee may be eligible to participate in designated employee benefit programs and plans established by the School (subject to program and eligibility requirements) for the benefit of employees, which from time to time may be amended and modified by the School at its sole discretion. These benefit



programs and plans are limited to retirement and health and welfare benefits. Employee is not entitled to holidays, vacation or sick leave other than as set forth in this Agreement.

6. Leave.

a. Sick Leave

Employee shall earn one day of paid sick leave for each month of employment up to a maximum of ten (10) days during the Work Year. Accrual commences on Employee's first day of employment and continues during the Work Year. Requests for and use of sick leave shall be governed by the School's policies then in effect. Accrued, unused sick leave will carry over from year to year with no cap. Sick leave will not be paid out on termination.

b. Personal Necessity Leave

Employee shall accrue two (2) days of personal necessity leave during the Work Year. Employee shall accrue one day of leave on the first day of the first semester and another day of leave on the first day of the second semester. Employee will be permitted to carry over from year to year unused, accrued personal necessity leave up to a maximum of three and one half (3.5) days. After the Employee accrues 3.5 days of personal necessity leave, no more leave shall accrue until some leave is taken. Employee may take personal necessity leave only after it has accrued. Employee shall make all requests for personal necessity leave in accordance with Employer's policies in effect at that time. Employee's requests for personal necessity time are subject to Employer's needs and may be denied in the Employer's sole discretion. Employees employed less than a full academic year shall accrue personal necessity leave on a prorated basis.

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 personal necessity leave shall be the same as working.

9. Employment At-Will.

- a. Employee's employment with Employer is at-will. This means that either Employer or Employee may terminate this Agreement and Employee's



employment at any time with or without cause and with or without advance notice.

- b. Employee also may be demoted or disciplined and the terms of Employee's employment may be altered at any time, with or without cause and with or without advance notice. No one other than Employer's Board of Directors ("Board") has the authority to alter the at-will nature of the employment relationship or to enter into an agreement for employment for a specified period of time, and any such agreement must be in writing and must be approved by Employer's Board and signed by the affected employee and must specifically state the intention to alter this at-will relationship.
- c. Without limiting the at-will nature of the employment relationship, Employee understands that the terms and conditions as set forth in this Agreement may be changed or amended at the School's sole discretion based on operational needs and demands of the School. This may include, but is not limited to, different and/or additional work hours, duties, training, professional development, planning periods, and teaching method. This may also impact Employee's work location (i.e., onsite or remote work).

2. Confidential Information and Ownership of Materials

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

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

For the purposes of this section, "confidential information" shall mean all information, data, or knowledge regarding the School, its operations, employees, students, parents, contractors, or vendors not known generally to the public, including, but not limited to, research and development, trade secrets, existing or proposed computer or education programs, purchases, sales, student identifying information, financial and marketing information, lesson plans, business plans, fundraising strategies, benefits information, employee information, student and School lists, e-mail addresses used by



the School's employees or students, services, products, student records, plans, reports, expansion, technology, and processes of the School. Please refer to the Employee Handbook for additional information concerning the requirements for the use of confidential information.

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

3. Evaluation. Employee's classroom instruction may be evaluated and assessed primarily by the Chief Executive Officer. The evaluation and assessment on the performance of the Employee shall be in writing. A failure by the School to evaluate the Employee shall not prevent the School from disciplining Employee, terminating Employee in accordance with the terms of this Agreement, or from choosing not to renew this Agreement.
4. Conflicts of Interest and Outside Professional Activities. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. In addition, while employed by the School, Employee may not engage in any outside activity, paid or otherwise, for any other person or entity which presents an actual or potential conflict of interest. Such outside activities must not affect Employee's work hours, interfere or conflict with Employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact Employee's job performance. If Employee believes it is possible that a potential conflict of interest exists, Employee must obtain written approval from the Chief Executive Officer before accepting such outside employment. The prior written approval must confirm such outside employment does not create an actual or potential conflict of interest. The outside activities shall not occur during regular work hours. Employer shall in no way be responsible for any expenses attendant to the performance of such outside activities. Employee shall refer to and agrees to abide by Employer's Conflict of Interest Policy and related policies in the Employee Handbook.
5. Fingerprinting / Tuberculosis Clearance. Fingerprint clearance for new employees will be acquired through submitting Employee's fingerprints to the California Department of Justice. New employees will be required to assume the cost of all fees related to the fingerprinting process. Additionally, new employees will be required to submit evidence from a licensed physician that he or she was assessed and/or determined to be free from active tuberculosis ("TB") within sixty (60) days prior to the first date of employment or otherwise satisfy the TB clearance requirements in accordance with School policies. New employees will be required to bear any associated costs of complying with this pre-employment requirement. Returning employees will be required to provide risk assessments pursuant to School's policy at School's expense. The Fingerprint and TB clearances need to be in place prior to the first day of service.



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.

Employee understands and acknowledges that, as a mandated reporter, his/her identity shall be confidential and shall be disclosed only as provided in California Penal Code section 11167(d). Employee further understands that his/her identity will not be disclosed to the School without his or her consent or a court order.

Employee acknowledges that the School has provided him/her with copies of California Penal Code sections 11165.7, 11166 and 11167.

6. Credential.

- a. Employee represents that he/she meets all requirements and qualifications established by the School for this role and that he/she possesses all required California Credentials, certificates or permits, duly registered with the California Commission on Teacher Credentialing to perform his/her job duties. Employee understands that employment is contingent upon verification and maintenance of any applicable licensure, credentials, or other requirements.
- b. Employee further represents that he/she is not now under contract with any other school district or public school entity in the State of California. Employee warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:
 - (1) Immediately register each credential with all appropriate agencies, including the California Commission on Teacher Credentialing.
 - (2) Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.
 - (3) Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.
 - (4) Employee acknowledges that his/her continuing employment with the School is expressly subject to maintenance of each credential.
Employee's failure to comply with this requirement may result in termination.



- (5) Failure to pass CBEST or School prescribed proficiency test: No employment under this Agreement may continue beyond the date of notification that Employee either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, Employee may terminate Employee's employment at-will with the School.

B. General Provisions

1. Entire Agreement. Except as otherwise expressly stated herein, this Agreement sets forth the entire understanding of the Parties hereto with respect to its subject matter and merges and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter. All exhibits attached to this Agreement are an integral part of it.
2. Severability. If any provision of the Agreement is held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment, and such provision shall be carried out as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
3. Governing Law. This Agreement will be governed by, construed and enforced in accordance with the laws of the State of California.
4. Successors and Assigns. Employee shall not assign his/her rights under this Agreement, or any rights or obligations hereunder, without the consent of the School.

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

5. Waiver. 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



or claim a breach of any provision of this Agreement, except as otherwise specified in this Agreement.

6. Amendments. No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing by the School. Notwithstanding the foregoing, the employment at-will provision of this Agreement may only be modified as set forth therein.
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.

C. Acceptance of Employment

By signing below, the Employee declares as follows:

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

Employee

INSERT NAME

Date

Employer

Wendy Fairon

Chief Executive Officer

Date

Attached:

- Exhibit A: Job Description
- Exhibit B: Pay Scale



EXHIBIT A

Job Description CLASSROOM TEACHER – GRADES TK-8

Brief Description of Position

Provides an education program for students and assists in other school programs as assigned.

Major Duties and Responsibilities

1. Teaches reading, language arts, social studies, mathematics, science, health, art, and physical education to students, utilizing courses of study adopted by the California state standards. Single subject-assigned teachers will teach their specific content-area. May teach a foreign language or elective when appropriate.
2. Instructs students in citizenship, basic communication skills, and other general elements of the CCDS course of study specified in State and District laws, policy and/or procedures.
3. Provides planned learning experiences using PBL learning strategies in order to motivate students and best utilize the available time for instruction.
4. Develops lesson plans and instructional materials and provides individualized and small group instruction in order to adopt the curriculum to the needs of each student. Is effective at implementing differentiated instructional strategies.
5. Establishes and maintains standards of student behavior needed to achieve a functional learning atmosphere in the classroom.
6. Evaluates a student's academic and social growth, keeps appropriate records, prepares progress reports, and communicates with parents and other staff members on the individual student's progress. Assumes a partnership with parents in education of students, keeping parents informed of student progress through conferences, progress reports, etc.
7. Identifies pupil needs and cooperates with other professional staff members in assessing and helping students solve health, behavioral, motivational and learning problems.
8. Creates a functional and attractive PBL classroom environment for learning through displays, bulletin boards and interest centers.
9. Maintains professional competence through participation in inservice education activities provided by CCDS and/or self-selected professional growth activities.
10. Works cooperatively with special education and other specialists to provide differentiated instruction and accommodations for special needs students.
11. Performs basic attendance accounting and business services as required.

Other Duties and Responsibilities

1. Selects and requisitions books, instructional aids and instructional supplies, and maintains required inventory records.
2. Ensures a comfortable room environment through control of heating, lighting and ventilation to the extent possible.
3. Supervises students in out-of-classroom activities during the assigned working day, which includes recess duty, before and after school duty, physical education, and study trips.
4. Administers group standardized tests in accordance with the CCDS testing program.
5. Participates in or assists with curriculum development and/or other developmental programs.
6. Shares in the sponsorship of student activities and fundraising activities and participates in faculty committees.



7. May plan, coordinate and assist in the evaluation of the work of aides, teacher assistants and other paraprofessionals.
8. Performs related adjunct duties and serves on committees as assigned.

Supervision Exercised or Received

Under the immediate direction of the site administrator/designee.

POSITION QUALIFICATIONS

Minimum Qualifications

1. Credential: Any valid credential issued by the State of California to perform the services of multiple subject or single-subject instruction as assigned.
2. Education: Bachelor's degree, including all courses needed to meet credential requirements.
3. Personal Qualities: Appearance, grooming and personality that establish a desirable example for students. Ability to meet CCDS standards for physical and mental health. Better than average recommendations from student teaching supervisors or other professionals who have observed the personal characteristics, scholastic attainment, and classroom performance of the teacher.

Evaluation: Performance of this job will be evaluated in accordance with provisions of the Board's policy on Evaluation of Certificated Personnel.

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

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

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

This job description in no way states or implies that these are the only duties to be performed by this employee. This position is required to follow any other instructions and to perform any other related duties as assigned by the Principal or appropriate administrator. Chico Country Day School reserves the right to update, revise or change this job description and related duties at any time.



EXHIBIT B

CCDS CERTIFICATED SALARY SCHEDULE: May 2021 (DRAFT)

Step	Class 1: BA + 30	Class 2: BA + 45	Class 3: BA + 60	Class 4: BA + 75	Class 5: BA + 90
Wage	Wage	Wage	Wage	Wage	Wage
1	49,250	50,728	52,249	53,817	55,431
2	50,235	51,742	53,294	54,893	56,540
3	51,240	52,777	54,360	55,991	57,671
4	52,264	53,832	55,447	57,111	58,824
5	53,310	54,909	56,556	58,253	60,001
6	54,376	56,007	57,687	59,418	61,201
7	55,463	57,127	58,841	60,606	62,425
8	56,573	58,270	60,018	61,819	63,673
9	57,704	59,435	61,218	63,055	64,947
10	58,858	60,624	62,443	64,316	66,246
11	60,035	61,837	63,692	65,602	67,570
12	61,236	63,073	64,965	66,914	68,922
13	62,461	64,335	66,265	68,253	70,300
14	63,710	65,621	67,590	69,618	71,706
15	64,984	66,934	68,942	71,010	73,140
16	64,984	68,273	70,321	72,430	74,603
17	64,984	69,638	71,727	73,879	76,095
18	64,984	71,031	73,162	75,357	77,617
19	64,984	71,031	74,625	76,864	79,170
20	67,583	71,031	76,117	78,401	80,753
21	67,583	71,031	77,640	79,969	82,368
22	67,583	71,031	80,745	81,568	84,015
23	67,583	73,872	80,745	83,200	85,696
24	67,583	73,872	80,745	84,864	87,410
25	70,286	73,872	80,745	84,864	89,158
26	70,286	73,872	80,745	84,864	89,158
27	70,286	73,872	83,975	84,864	89,158
28	70,286	76,827	83,975	88,259	92,724
29	70,286	76,827	83,975	88,259	92,724
30	70,286	76,827	83,975	88,259	92,724
31	70,286	76,827	83,975	88,259	92,724
32	72,395	79,132	86,494	90,907	95,506

Masters Degree: \$1500

Wage divided by 185 = Daily Wage

Daily Wage divided by 7 = Hourly Wage



PERSONNEL POLICIES

Effective July 1, 2022

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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. However, no modification or change to this Handbook will modify the policy of at-will employment unless specifically set forth in a writing, signed by the Chief Executive Officer of the School and the affected employee [and approved by the Board of Directors]. 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 October of 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 TK-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).

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

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 CCDS or the employee with or without cause and with or without notice at any time. Other than the Chief Executive 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 Chief Executive Officer has the authority to make any such agreement, and then only in writing signed by the Chief Executive Officer and the employee and approved by the School's Board of Directors.

EQUAL EMPLOYMENT OPPORTUNITY, REASONABLE ACCOMMODATIONS, 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 ("FEHA"), 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 potential violations 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 (Requests for Reasonable Accommodations: Medical and Religious)

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 to the School.

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 Executive 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.

The School will not discriminate against any individual in regards to compensation or any term or condition of employment because of a conflict with an individual's religious beliefs or observance and any employment requirement. To the extent an employment requirement conflicts with an individual's religious beliefs or observance, the School will explore potential reasonable accommodations and will make a good faith effort to implement reasonable accommodations unless an undue hardship would result. An applicant or employee who believes he or she requires a religious accommodation in order to perform any job requirement should notify the Chief Executive Officer and request an accommodation.

Pregnancy and lactation accommodations may also be requested. Please refer to the Lactation and Pregnancy Disability Leave policies set forth herein for further information.

B. Equal Employment Opportunity (Discrimination)

Covered Individuals: This policy protects all employees of the School as well as interns, 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 (e.g., disability, pregnancy, religion, transgender); failure to provide a leave of absence when required (e.g., 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 (which includes undocumented individuals and victims of human trafficking) or related protected

activities, 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, 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 parents, students, 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 (which includes undocumented individuals and victims of human trafficking) or related protected activities, 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 posts, 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 need not 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, 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 school trip, school-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. Retaliation

Covered Individuals: This policy protects all employees of the School as well as interns, 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 School policy; cooperating or participating in investigations or proceedings arising out of a violation of School 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.

Title IX provides for separate processes and procedures for formal complaints of sexual harassment falling within the definitions provided in Title IX regulations. For those types of complaints, the School’s grievance procedures can be found in its Title IX policy posted to the website. Please contact the School’s Title IX Coordinator for further information.

In addition to reporting, any employee who experiences or witnesses conduct that the individual violates this policy 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 Complaints to the School: Submit a complaint to your supervisor, the Chief Executive 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 Executive 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.

F. Training Requirements

The School requires all employees to abide by California's training requirements, which includes training within six months of hire and retraining every two years thereafter. Employees who fail to complete this required training will be subject to disciplinary action, up to and including termination.

G. Whistleblower Protection

In accordance with applicable law, the School prohibits retaliation against any employee because of the employee's refusal to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation, or for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation. The School also prohibits any retaliation against an applicant or employee, and does not discriminate against any applicant or employee, based on that applicant or employee's "whistleblowing" activity against a former employer.

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. Employees who come forward with credible information on practices believed to be illegal or violations of School policy will be protected from retaliation.

Any employee who reasonably believes that he or she is a victim of retaliation may also call a State of California "whistle-blower hotline" to report the retaliation: (800) 952-5665.

WORKPLACE ANTI-VIOLENCE POLICY

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 Executive Officer. Furthermore, employees should notify Human Resources or the Chief Executive 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. Immediately after contacting the law enforcement authorities, the employee must report the incident to Human Resources or the Chief Executive Officer as soon as possible.

Employees should immediately inform their supervisor or Chief Executive 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.

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-staff 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. Violations could subject the staff member to discipline up to and including termination. 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 School's 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.

- 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 Chief Executive Officer. It is recommended that any such gifts be filtered through the Chief Executive Officer along with the rationale therefor.
- Kissing of ANY kind
- 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.)
- Full frontal or rear hugs and lengthy embraces
- Sitting students on one's lap (grades 3 and above)
- Touching buttocks, thighs, chest or genital area
- Wrestling with students or other staff member except in the context of a formal wrestling program
- Tickling or piggyback rides
- Any form of sexual contact
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from the school
- Furnishing alcohol, tobacco products, or drugs to a student or failing to report knowledge of such
- "Dating" or "going out with" a student
- Taking photographs or videos of students for personal use or posting online
- Undressing in front of a student
- Leaving campus alone with a student for lunch
- Sharing a bed, mat, or sleeping bag with a student
- Making, or participating in, sexually inappropriate comments
- Sexual jokes, or jokes/comments with sexual overtones or double-entendre
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator

- Listening to or telling stories that are sexually oriented
- Discussing your personal troubles or intimate issues with a student
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- 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 Executive Officer
- Being alone in a room with a student at school with the door closed and/or windows blocked from view
- 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
- Remarks about the physical attributes or physiological development of anyone. This includes comments such as “Looking fine!” or “Check out that [body part].”
- Excessive attention toward a particular student
- Staff mirroring the immature behavior of minors
- 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
- Using profanity with or to a student

Acceptable and Recommended Behaviors

- Placing TK through second grade students on one’s lap for purposes of comforting the child for a short duration only
- Reasonable restraint of a violent person to protect self, others, or property
- Obtaining formal written pre-approval (site and parental) to take students off school property for activities such as field trips or competitions, including parent’s written permission and waiver form for any sponsored after-school activity whether on or off campus
- 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 transparent, non-private school-based technology and equipment

- Keeping the door wide open when alone with a student
- Keeping reasonable and appropriate space between you and the student
- Stopping and correcting students if they cross your own personal boundaries, including touching your legs, or buttocks, frontal hugs, kissing, or caressing
- Keeping administration informed when a significant issue develops about a student, such as a change in demeanor or uncharacteristic behavior
- Keeping after-class discussions with a student professional and brief
- Immediately asking for advice from senior staff or administrators if you find yourself in a difficult situation related to Boundaries
- Involving your supervisor if conflict arises with a student
- 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
- Making detailed notes about an incident that, in your best judgment, could evolve into a more serious situation later
- Recognizing the responsibility to stop unacceptable behavior of students and/or co-workers
- 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)
- Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
- Giving students praise and recognition without touching them in questionable areas, e.g. giving appropriate pats on the back, high-five's, side hugs, and handshakes are appropriate
- 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
- 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

- Touch required under an IEP or 504 Plan
- Keeping your professional conduct a high priority during all moments of student contact
- 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 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 Executive Officer promptly. 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. If the allegation also constitutes a reportable event under California Penal Code section 11666, the employee shall comply with the requirements under California Penal Code section 11166.

Investigating

The Director of Education or designee or Chief Executive 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 Executive Officer shall report to the Governing Board any conclusions reached. The investigating administrator shall consult with legal counsel, as appropriate, prior to, during, and after conducting any investigation.

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.

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. Child protective agencies include the police, sheriff, county probation, and child protective services/welfare department. Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on the person's training and experience, to suspect child abuse or neglect. It does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect. Failure to meet these obligations can result in a monetary fine and/or jail.

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 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.

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 Executive 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.

EMPLOYMENT CLASSIFICATIONS

Employees at CCDS are classified by the School as exempt or nonexempt and full-time or part-time. All employees are either exempt or non-exempt according to provisions of applicable wage and hour laws. An employee will not change from one status to any other status or classification simply because of the number of hours that the employee is scheduled to work or the length of time spent as an employee.

Because all employees are hired for an unspecified duration, these classifications do not guarantee employment for any specific length of time. 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 cause or advance notice.

Exempt Employees: Pursuant to the federal Fair Labor Standards Act and applicable state laws, exempt employees are those who exercise the requisite degree of discretion and independent judgment and perform certain administrative, professional, and/or executive duties. 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. Non-exempt employees may have to work hours beyond their normal schedules as work demands require. 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.

Temporary Employees: An employee who is hired for a particular project or job of limited or definite duration is considered a temporary employee. A temporary employee is not eligible to earn, accrue, or participate in any School benefits program, except as otherwise required by law.

An employee will not change from one status to any other status or classification simply because of the number of hours that the employee is scheduled to work or the length of time spent as an employee. The status of a temporary employee may change only if the employee is notified of the change in status, in writing, by Human Resources.

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

JOB DUTIES

Your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects or to assist with other work necessary or important to the operation of your department or the School. Your cooperation and assistance in performing such additional work is expected.

The School reserves the right, at any time, with or without notice, to transfer, demote, suspend, administer discipline, change job responsibilities, and change the terms and conditions of employment at its sole discretion.

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 within the past 60 days 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.

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 Executive 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.

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.

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.

PERFORMANCE EVALUATIONS

Employees may 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 your employment at-will or limit the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of your 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.

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 name (whether by marriage or otherwise), home address, email address, phone number, emergency contact information, tax withholding information, completion of education, etc., to the Chief Executive 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.

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 complete all their job duties, as well as to meet with parents and students. Teachers shall also be present at staff meetings as scheduled by the Chief Executive Officer or designee.

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.

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.

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 call 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. If you are required to leave work early, you must also personally contact your supervisor and obtain his or her permission.

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 consecutive school days, the School will, in most cases, consider that you have abandoned your employment and voluntarily resigned.

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.

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.

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.

MEAL AND REST PERIODS

A. Meal Periods

Nonexempt employees scheduled to work more than five hours in a day must 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. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin his or her meal period no later than 12:00 p.m. (noon). 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 Executive Officer.

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 before 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. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin his or her second meal period no later than 5:00 p.m. 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 Executive Officer.

During your meal period, you are not permitted to 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. Employees must record the exact start and stop times of each meal period through the School's timekeeping system so that the School may monitor time records for compliance. Employees may not join together required meal periods to take a longer break. 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 Executive Officer, in writing.

B. Rest Periods

Nonexempt employees are authorized, permitted, and strongly encouraged to take a 10-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. Employees whose work period is more than 14 hours may be eligible for additional rest periods. Please contact Human Resources for more information. 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 Executive 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 Executive 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 Executive 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.

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 Executive 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.

PAYDAYS

Paydays at CCDS are the 15th and last day of each month. Checks will be distributed by the Chief Executive 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. Employees are required to report any overpayment of wages to the Business Office. Any discrepancies or shortages in the calculation of wages should be reported as soon as possible after payday.

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 Executive Officer as soon as possible.

MANDATORY MEETINGS & TRAINING

All CCDS employees must attend mandatory meetings and trainings unless otherwise excused by their supervisor. Exempt employees will not receive additional pay for time spent attending meetings and training unless otherwise agreed upon by the School. 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; and/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.

CREDIT CARDS

Some employees may be issued School credit cards. These credit cards are for School business only and must be in accordance with School policies. Personal charges are prohibited.

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 Executive Officer. The School requests that employees submit their reimbursements within 30 days of incurring the cost. Do not incur expenses without prior written authorization.

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. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

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 the use of any School property or facilities as mentioned.

Employees must obtain prior authorization from the Chief Executive Officer or designee before removing any School property 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, devices, equipment and supplies, promotional materials, and similar items relating to the business of the School.

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.

EMPLOYEE PROPERTY

For security reasons, employees should not leave personal belongings of value on School premises, including School parking lot. Employees are responsible for the security of their

personal belongings. The School is not responsible for any lost or stolen personal items on School premises, including School parking lot, or at a School-related function.

Terminated employees should remove any personal items at the time they leave the School unless other arrangements are made with the School. Personal items left on School premises by former employees are subject to disposal if not claimed at the time of the employee's termination, unless the School and former employee have arranged otherwise.

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 Executive 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, School-affiliated social media accounts, 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 Executive 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 Executive Officer or his or her designee. The School also reserves the right to periodically monitor the use of its Communications Systems and to access, among other systems, every users' voice mail, Internet access, and e-mail for that purpose or any other School related purpose upon authorization of the Chief Executive Officer or his or her designee.

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 any protected category as described 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 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 Executive Officer.
- Users must not alter, copy, transmit, or remove School information, proprietary software, or other files without proper written 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 Executive Officer or his or her designee. 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 or account, you should keep in mind that these items have been installed and maintained at great expense to the School and are only intended for School related 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 authorized 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.

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 or Communications Systems. The School also may inspect the contents of your voice mail, e-mail, computers, computer files, software, or other Communications Systems to monitor job performance, for training or quality control purposes, or when the School suspects that School Communications Systems 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 Executive 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.

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.

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; (6) interact with School students or parents/guardians of School students (regarding School-related business) on the Internet and on social media sites; or (7) create or use a School-affiliated social media account.

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 shall be read in tandem with 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. Trade 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. This prohibition applies both during and after your employment with the School.
- Do not post confidential information (as defined in this Handbook) about the School, its employees, or its students. 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 Executive Officer.
- 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 Executive Officer.
- Always be fair and courteous to fellow employees, students, parents, vendors, contractors, suppliers, or other people or organizations who are affiliated with the School or work on behalf of the School. Avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, intimidating, or that disparage employees, students, parents, vendors, contractors, suppliers, or other people or organizations who are affiliated with the School or 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, students, parents, vendors, contractors, suppliers, or other people or organizations affiliated with the School or work 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, students, parents, vendors, contractors, suppliers, or other people or organizations who are affiliated with or work 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. Creating and Using School-Affiliated Social Media Accounts

Employees are only permitted to communicate and connect with students through social media accounts that are owned and operated by the School. Employees are only permitted to communicate and connect with students' parents or guardians regarding School-related matters through social media account that are owned and operated by the School. All communications with parents or guardians regarding School-related matters through non-School or personal social media account may result in disciplinary action, up to and including termination. Any

communication whatsoever with students through non-School or personal social media accounts may result in disciplinary action, up to and including termination.

The IT Department, in addition to the Chief Executive Officer, are responsible for approving requests for School-affiliated social media accounts, monitoring School social media accounts for inappropriate and unprofessional content, and maintaining the social media account information (including, but not limited to, username and password). The School owns, operates, and controls all School-affiliated social media accounts. The School has final approval over all content and reserves the right to close the social media account at any time, with or without notice. Any unlawful, inappropriate or unprofessional communications may result in disciplinary action, up to and including termination.

To set up social media that is owned and operated by the School in compliance with this policy, employees must adhere to the following procedures:

- Request and obtain permission to create School social media account from their supervisor or Chief Executive Officer.
- Contact the IT Department to set up the social media account. Provide the IT Department with the username and password that you would like assigned to the account. If you change the username and/or password, you must immediately update this information with the IT Department. Failure to do so may result in disciplinary action, up to and including termination.

Any social media account created and/or used in violation of this policy may result in disciplinary action, up to and including termination.

C. 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, including School-affiliated social media accounts.

D. Discipline

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

E. 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.

F. 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 Executive Officer.

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.

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 Executive Officer.

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 has questions concerning the application of these rules or does not understand any part of this policy 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 School-related 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 and working time excludes meal and break periods.

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 ten 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 circumstance will non-employees be permitted to solicit or distribute written material for any purpose on School property.

Violations of this policy may result in disciplinary action, up to and including termination.

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.

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 nor shall it be construed as altering the School's right to terminate your at-will employment at any time, with or without cause or with or without notice. 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.

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. All School-owned property (laptops, cell phones, student files, student grades and work product, lesson plans, keys, files, identification badges, credit cards, etc.) must be returned immediately upon termination of employment.

Except as otherwise provided by law, an employee who fails to report to work for three or more consecutively scheduled workdays without notice to, or approval by his or her supervisor, will, in most cases, be deemed to have voluntarily terminated his or her employment with the School.

REFERENCES

All requests for employment verifications and employee references must be directed promptly to the Chief Executive Officer. 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

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 a sincerely held religious belief, practice, or observance, or due to a disability, should contact the Chief Executive Officer.

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," recording hours worked inaccurately, 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, on School property, or during School-related event.
- ◆ 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 or during School-related event 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 or during working hours.
- ◆ 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 permitted 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 or during School-related event.

- ◆ 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 or during School-related event.
- ◆ 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 employees, 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.

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 Executive Officer.

CONFIDENTIAL INFORMATION

You may, during the course of your duties, be privy to or obtain certain confidential 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 and may include lesson plans, techniques and concepts, design specifications, design plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, 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:

- disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business, or enterprise, any confidential information acquired during your employment;
- 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; and
- 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.

During your employment with the School, you will not be permitted nor required to breach any obligation to keep in confidence proprietary information, knowledge, or data acquired during your former employment. You must not disclose to the School any confidential or proprietary information or material belonging to former employers or others.

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

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 of the employee 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 CCDS' Conflicts of Interest Code (adopted pursuant to the Political Reform Act), 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 of the employee has a significant ownership interest in a company with which the School does business but also when an employee or relative of the employee 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 \$250.00 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 Executive Officer before accepting any item worth in excess of \$250.00 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 operations. 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 Executive 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 parent, student, contractor, 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 Executive Officer 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.

D. Discipline

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

DRUG AND ALCOHOL ABUSE 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; or
- 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 Chief Executive 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 Executive Officer prior to use. 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, marijuana, drug paraphernalia, and/or unauthorized controlled substances or to ensure compliance with any other School-related policy. This includes, but is not limited to, 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 or submit to any inspection or testing 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.

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.

HOUSEKEEPING

All employees are expected to keep their work areas clean and organized. Common areas such as lunchrooms and restrooms should be kept clean by those using them. Please clean up after meals. Dispose of trash properly.

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. The School is not responsible for any lost or stolen personal property on School premises and/or School-related events.

You should immediately notify the Chief Executive Officer when keys, security passes, or identification badges are missing. Please report any problems with our security systems to your supervisor.

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 Executive 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 Executive Officer immediately. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and immediately contact the Chief Executive Officer regarding the problem.

All workplace injuries and illnesses must be immediately reported to your supervisor and the Chief Executive 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.

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 Executive Officer.

PARKING

Employees may use parking facilities as directed by their supervisors. The School is not responsible for any loss or damage to employee vehicles or contents while parked on School property.

CONDUCTING PERSONAL BUSINESS

Employees are to conduct only School business while at work. Employees may not conduct business for another employer during their scheduled working hours. Any employee who violates this policy will be subject to appropriate disciplinary action, up to and including termination.

EMPLOYEE BENEFITS

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. Unused vacation time in excess of the carry-over limits shall be paid by August 31 of the succeeding fiscal year at the daily rate in effect when paid. No additional vacation will be earned once it reaches the maximum accrual rate until accrued vacation time is used or paid out 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 Executive Officer with questions regarding this policy.

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. Regular full-time non-teacher employees who work less than 40 hours per week earn and accrue sick leave on a pro-rated basis based on the actual hours worked. In no event shall an employee accrue less than 24 hours of PSL by the 120th calendar day of employment. 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 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, or a person who stood in loco parentis when the employee was a minor child. "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 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 additional notification requirements.

Employees will not receive pay in lieu of unused sick leave. Accrued and 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.

HOLIDAYS

CCDS observes the following paid holidays:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans 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 more than 30 hours per week. Part-time employees, temporary employees, exempt employees, and teachers are not eligible for holiday pay. Exempt employees 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 Executive Officer in advance. Holiday hours paid do not count towards total hours worked when calculating total overtime hours.

SCHOOL BREAKS

Teachers and exempt non-teaching employees working less than a year round calendar may continue to receive their regular pay during paid for spring and winter breaks and holidays set on the school calendar which occur during the employee's period of employment. If a regular exempt employee is required to work during all or any portion of a break, the employee will not receive compensation in addition to their regular pay for such work. Summer breaks are not considered part of a teacher's period of employment and are therefore not paid.

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"). Subject to applicable law, there is no guarantee that the School will continue to maintain a health insurance plan or that the terms and conditions of any such plan will not be changed at any time. 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. Eligible dependents and spouses of the employee may be eligible to enroll in the medical insurance plan pursuant to the specific terms and conditions of the plan, which ultimately govern all aspects of the employee's eligibility for and participation in the plan.

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 Executive Officer 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 PFL program provides up to eight

weeks of partial wage replacement benefits to employees who are required to take time off of work to care for a seriously ill or injured child, spouse, parent, registered domestic partner, siblings, grandparents, or parents-in-law or to bond with a newborn or newly placed child. Specific rules and regulations governing insurance payments are available from the Chief Executive Officer or your local EDD office. The School may 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 Family Medical Leave Act (“FMLA”) and the California Family Rights Act (“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 Executive 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 monetary fine and/or imprisonment.

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 Executive Officer 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 Executive Officer prior to taking any leave to get more information about leave requirements and implications.

It is understood that you will not obtain other employment (other than military duty pay) nor would you typically be eligible to 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 and abandonment of your employment with CCDS.

FAMILY/MEDICAL LEAVES

Under the Family and Medical Leave (“FMLA”) and California Family Rights Act (“CFRA”), 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. Additionally, for purposes of FMLA leave, the employee must also be 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,¹ registered domestic partner, and for purposes of CFRA only, the care of the employee’s grandparent, grandchild, or sibling with a “serious health condition”;
3. the “serious health condition” of the employee;

¹ For purposes of FMLA only, the term “parent” does not extend to parents-in-law. Further, for purposes of FMLA only, a child does not refer to a child who is over 18 years of age (unless they are incapable of self-care because of a medical or physical disability) nor does it include the child of a registered domestic partner unless the employee stands in loco parentis to the child.

4. (FMLA ONLY) 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, registered domestic partner (CFRA only), 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, parent-in-law (CFRA only), grandparent, grandchild, sibling, or registered domestic partner (as may be applicable for FMLA/CFRA purposes) 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. If mutually agreed upon between the School and the employee, PSL may be used in connection with the birth, adoption or foster care of a child. 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 may be 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 Executive Officer.

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.

Employees may also be eligible for FMLA/CFRA to care for a newborn child following exhaustion of their pregnancy disability leave.

If you have any questions regarding pregnancy disability leave or other related leaves, please contact the Chief Executive Officer.

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.

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 Executive Officer.

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 Executive Officer. Employees will be required to use any accrued vacation during this leave. Benefit accrual, such as vacation, sick time, or holiday benefits do not accrue 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.

Unless otherwise required by law, the School does not continue to pay premiums for health insurance coverage for employees on a personal leave of absence. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

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 Executive Officer. All other categories of employees are not entitled to paid bereavement leave. The School may request documentation (i.e., copy of the death certificate) to certify the need for such leave. The Chief Executive Officer may also approve additional unpaid time off.

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.

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. Either the School or the employee may request an excuse from jury/witness duty if, in the School’s judgment, the employee’s absence would create serious operational difficulties. Employees may elect to use any accrued vacation during jury/witness duty leave.

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 workday you missed.

In the event that the employee must serve as a witness within the course and scope of his or her employment with the School, the School will provide time off with pay.

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, and you have not requested an absentee ballot, 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.

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.

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 and 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.

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.

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.

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 Executive Officer 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.

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.

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.

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. If you are the victim of stalking, domestic violence, sexual assault, or a crime that caused physical injury or that caused mental injury and a threat of physical injury, or if your immediate family member is deceased because of a crime, you are

permitted to be absent from work to seek relief related to the crime or abuse. Relief includes, but is not limited to, obtaining a temporary restraining order, a restraining order, or other injunctive relief to help ensure the health, safety, or welfare of you or your child. You are permitted to take leave for this purpose whether or not any person is arrested for, prosecuted for, or convicted of committing the crime. 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 crime or abuse, such as 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.

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 (i.e., spouse, registered domestic partner, child, step-child, sibling, step-sibling, parent, step-parent, 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.

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.

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.

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 Executive Officer. 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 Executive Officer 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



**Regularly Scheduled Meetings of the CCDS Board of Directors
2022-2023 School Year**

Wednesday, August 10, 2022

Wednesday, September 14, 2022

Wednesday, October 19, 2022

Wednesday, December 7, 2022

Wednesday, February 15, 2023

Wednesday, March 8, 2023

Wednesday, May 10, 2023

Wednesday, June 14, 2023

CharterSAFE

BE SAFE • FEEL SAFE

2022-2023 Membership Proposal

Prepared for:

Chico Country Day School

Coverage Effective:

July 01, 2022 at 12:01 AM - July 01, 2023 at 12:00 AM

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

Issued: May 27, 2022 at 8:38 am

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

Dear Margaret,

CharterSAFE is pleased to present your membership renewal for the 2022-2023 year. Your membership includes the following:



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

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

REQUIRED SIGNATURES:

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

1. Member renewal acceptance

We look forward to working with you in the 2022-2023 year!

Thank you,

The CharterSAFE Team

CharterSAFE

2022-2023 CLAIMS AND INCIDENT REPORTS GUIDELINES

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

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

CLAIMS FILING PROCESS ON THE WEB PORTAL

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

CLAIMS RESOURCES AND FORMS

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

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

MEMBER CONTRIBUTION SUMMARY

Chico Country Day School

Coverage Effective: July 01, 2022 at 12:01 AM - July 01, 2023 at 12:00 AM

Your CharterSAFE Insurance Program includes the following coverages:

Liability & Property Package Member Contribution

\$120,660.00

Core Liability Program

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

Crime

Property

Student & Volunteer Accident

Additional Program Coverages

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

Workers' Compensation & Employer's Liability Member Contribution

\$31,295.00

Combined Member Contribution

\$151,955.00

COVID-19 REBATE:

Rebate will be applied either by:

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

\$6,078.00

Total Member Contribution

(COVID-19 Rebate Applied)

\$145,877.00

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

Payment in Full - \$145,877.00

Installment Plan

- Deposit (25%) - Due Now - \$31,911.00
- 9 Monthly Installments - \$12,663.00

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

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

Proposal Acceptance: Go to www.chartersafe.org and sign on to complete the renewal acceptance.

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

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

Mailing Address

102 West 11th Street
Chico, CA 95928

Continuity and Retroactive Dates

Directors & Officers Liability Continuity Date:	07/01/2015
Employment Practices Liability Continuity Date:	07/01/2015
Fiduciary Liability Continuity Date:	07/01/2015
Childhood Sexual Assault Liability Continuity Date:	07/01/2021

Vehicles

None scheduled.

EXPOSURES & LOCATIONS

Member contributions are calculated based on the following exposures:

Students/Employees/Payroll

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

Property Values

Location Address(es)	Building Value	Content Value	Electronic Data Processing (EDP)	Total Insured Value (TIV)
Chico Country Day School 1054 Broadway Chico, CA 95928	\$3,150,000.00	\$367,500.00	\$367,500.00	\$3,885,000.00
Chico Country Day School 1030 Broadway Street Chico, CA 95928	\$136,500.00	\$31,500.00	\$0.00	\$168,000.00
Chico Country Day School 102 W. 11th Street Chico, CA 95928	\$10,185,000.00	\$381,150.00	\$381,150.00	\$10,947,300.00
Total:	\$13,471,500.00	\$780,150.00	\$748,650.00	\$15,000,300.00

CORE LIABILITY PROGRAM

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

The Core Liability Program Breaks Down As Follows:

Directors & Officers, Employment Practices, and Fiduciary Liability

Coverages	Limits	Deductibles
Directors & Officers and Company Liability	\$5,000,000 per claim and member aggregate	\$15,000.00
Employment Practices Liability	\$5,000,000 per claim and member aggregate	\$15,000.00
Fiduciary Liability	\$1,000,000 per claim and member aggregate	\$0

Reporting: Claims must be reported to CharterSAFE as soon as you are made aware of a claim and no later than sixty (60) days after policy expiration. Coverage is provided on a claims-made basis.

General Liability

Coverages	Limits	Deductibles
Bodily Injury Property Damage	\$5,000,000 per occurrence and member aggregate	\$500 per occurrence for bodily injury arising out of participation in a school sponsored <i>High-Risk Activity</i> *
Premises Medical Payment	\$10,000 per person \$50,000 per occurrence	\$0
Products and Completed Operations	\$5,000,000 per occurrence and member aggregate	\$0
Armed Assailant Sublimit	\$100,000 per occurrence and aggregate	\$0
COVID-19 Defense Cost and Premises Medical Payment for bodily injury arising out of the administration and/or supervision of on-site rapid testing of COVID-19	\$100,000 per occurrence and aggregate \$2,000,000 CharterSAFE's member combined annual aggregate	\$0
*A list of <i>High-Risk Activities</i> is available at www.chartersafe.org or you may contact Dan Berry (dberry@chartersafe.org / (916) 880-3469).		

Employee Benefits Liability

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

Educator's Legal Liability

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

Childhood Sexual Assault Liability

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

Law Enforcement Activities Liability

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

Automobile

Coverages	Limits	Deductibles
Auto Liability, including autos scheduled with CharterSAFE, non-owned autos, and hired autos	\$5,000,000 per occurrence and member aggregate	\$0
Auto Physical Damage*	\$2,000,000 per occurrence and member aggregate	\$500 per occurrence for Hired Auto Physical Damage
*Auto Physical Damage described herein for hired automobiles is secondary to any/all rental coverage offered by the rental company(ies). CharterSAFE strongly advises our members to purchase auto physical damage when renting vehicles.		

Excess Liability - SELF

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

CRIME

Coverages	Limits	Deductibles
Money and Securities Forgery or Alteration Employee Dishonesty Computer and Funds Transfer Fraud	\$1,000,000 per occurrence and member aggregate	\$2,500 per occurrence

PROPERTY

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

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

Coverages	Limits	Deductibles
Property	As scheduled with CharterSAFE subject to the maximum limit of \$100,000,000 per occurrence. See "Exposures & Locations" section for scheduled limits.	\$1,000 per occurrence Causes of Loss: 1. Water Damage: \$10,000 per occurrence 2. Wildfire: \$2,500 per occurrence
Boiler & Machinery / Equipment Breakdown	As scheduled with CharterSAFE subject to the maximum limit of \$100,000,000 per occurrence. See "Exposures & Locations" section for scheduled limits.	\$1,000 per occurrence
Business Interruption	\$10,000,000 per occurrence	\$1,000 per occurrence
Extra Expense	\$10,000,000 per occurrence	\$1,000 per occurrence

PLEASE NOTE:

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

If you are interested in a separate policy for flood and/or earthquake coverage, please contact Kiki Goldsmith (kiki_goldsmith@ajg.com/ 949-349-9842).

STUDENT AND VOLUNTEER ACCIDENT

Coverages	Limits	Deductibles
Student Accident	\$50,000 per injury/accident 104 Week benefit period	\$500 per injury/accident for <i>High-Risk Activities</i> *
Volunteer Accident	\$25,000 per injury/accident 104 Week benefit period	\$500 per injury/accident for <i>High-Risk Activities</i> *
*A list of <i>High-Risk Activities</i> is available at www.chartersafe.org or you may contact Dan Berry (dberry@chartersafe.org / (916) 880-3469).		

Terms & Conditions:

- Coverage is provided on an excess basis, but would become primary should the student or volunteer not have health insurance.
- Claim submission deadline: Ninety (90) days after the date of incident.

Optional Catastrophic Student Accident Coverage:

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

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

Kiki Goldsmith
Client Service Manager
kiki_goldsmith@ajg.com
949-349-9842

ADDITIONAL PROGRAM COVERAGES

Pollution Liability And First Party Remediation

Coverages	Limits	Deductibles
Pollution Liability and First Party Remediation	\$1,000,000 per pollution condition or indoor environmental condition and aggregate \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$10,000 per pollution condition

Reporting:

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

Terrorism Liability

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

Reporting:

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

Terrorism Property

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

Cyber Liability

Coverages	Limits	Deductibles
Cyber Liability including Ransomware	\$1,000,000 per claim \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$10,000 per claim
Ransom Payment Sublimit	Qualification Level 1 - \$250,000 sublimit* Qualification Level 2 - \$100,000 sublimit* Qualification Level 3 - \$50,000 sublimit*	

Reporting:

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

***Requirement for Coverage to be in effect:**

Qualification Level 1 - submitted cyber application and have implemented (1) MFA for all remote systems access by faculty, staff, and contractors; (2) backup data is stored in a cloud or offline using separate credentials; (3) implemented an EDR tool or MDR service.
Qualification Level 2 - submitted cyber application and have implemented (1) MFA for all remote systems access by faculty, staff, and contractors; (2) backup data is stored in a cloud of offline using separate credentials.
Qualification Level 3 - Members who did not submit a cyber application and/or do not meet the security requirements.

WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

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

Auditable:

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



Multi Media Use Policy- Chico Country Day School

1. In compliance with copyright law, all videos shown in the classroom must be shown as an integral part of face-to-face instruction.
2. Materials, including computer software, and content shall be for the purpose and intent of enhancing standards based projects, lessons or units of study. This includes currentness, relationship to instructional objectives and strategies.
3. Administrator approval is required to show a full length film during instructional time for the purpose of reward or recreation.
4. X- rated or R-rated materials shall not be shown.
5. Materials having a rating of other than G in the elementary (tK-5) and PG in the middle school (6-8), may only be shown with parent permission. Teachers may obtain permission for all videos to be shown as part of their curriculum at the beginning of the year or for each instance through the year.
6. Videos from instructional websites that are primarily educational in focus are permissible as long as the teacher previews every video. Videos from entertainment-oriented sites, such as YouTube, should be used with caution and previewed in their entirety by the teacher. Teachers should document media presentations in their lesson plans.
7. Videos from an outside agency or presenter will be previewed by the person who arranged for the presenter prior to being shown.
8. All media should be age appropriate.

While we want to encourage the use of a wide variety of instructional methods and resources, we also have a professional responsibility to follow copyright laws and intent of fair-use guidelines and to utilize resources that appropriately support instructional objectives and individual learning needs.



Parental Permission for K-5 to view PG or or 6-8 to view PG-13 Videos

Teacher _____

The following video will be used in class on _____

Title _____ Rating or Source _____

Explanation of Rating:

Instructional Context:

Alternative Activity for students not viewing the video:

☐ I give permission for _____ to view the video.

☐ I do not give permission for _____ to view the video and
instead participate in the alternative activity.

Parent's Signature _____ Date: _____

Expanded Learning Opportunities Program Plan Guide

EXPANDED LEARNING OPPORTUNITIES PROGRAM PLAN GUIDE

Prepared by: Expanded Learning Division

California Department of Education 1430 N Street, Suite 3400
Sacramento, CA 95814-5901
916-319-0923

This Program Plan Template Guide is required by California Education Code (EC) Section 46120(b)(2)

Note: This cover page is an example, programs are free to use their own logos and the name of their program.

Name of Local Educational Agency and Expanded Learning Opportunities Program Site(s)

Name of Local Educational Agency or Equivalent:

Chico Country Day School

Contact Name:

Wendy Fairon

Contact Email:

wfairon@chicocountryday.org

Contact Phone:

530-895-2650

Instructions: Please list the school sites that your LEA selected to operate the Expanded Learning Opportunities Program (ELO-P). Add additional rows as needed.

1.

Chico Country Day School

Purpose

This template will aid LEAs in the development of a program plan as required by EC Section 46120(b)(2). In this program plan, LEAs will describe program activities that support the whole child, and students' Social and Emotional Learning (SEL) and development.

Definitions

"Expanded learning" means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year. (EC Section 8482.1[a])

"Expanded learning opportunities" has the same meaning as "expanded learning" as defined in EC Section 8482.1. "Expanded learning opportunities" does not mean an extension of instructional time, but rather, opportunities to engage pupils in enrichment, play, nutrition, and other developmentally appropriate activities. (EC Section 46120[e][1])

Instructions

This Program Plan needs to be approved by the LEA's Governing Board in a public meeting and posted on the LEA's website.

The program plan template guide is considered a living document that is periodically reviewed and adjusted to reflect the needs of the community, updates in the law, and to provide continuous improvement in the development of an effective ELO-P.

The LEA is responsible for creating, reviewing, and updating the program plan every three years in accordance with EC Section 8482.3(g)(1). LEAs are encouraged to work collaboratively with partners and staff to develop and review the program plan. The LEA is responsible for the plan and the oversight of any community partners or subcontractors. The LEA should include any partners in the development and review of the plan. It is recommended that the plan be reviewed annually.

The Expanded Learning Division adopted the Quality Standards for Expanded Learning in California (Quality Standards) and introduced requirements for Continuous Quality Improvement (CQI) to help programs engage in reflection and be intentional about program management practices and activities delivered to students. To create the program plan, provide a narrative description in response to the prompts listed under each Quality Standard below. The LEA may customize and include additional prompts, such as describing SEL activities, or refining the plan. In addition to the narrative response, it

may be useful to include tables, charts, or other visual representations that contribute to the understanding of the ELO-P. LEAs are encouraged to download and reference the Quality Standards in order to provide ongoing improvements to the program. The Quality Standards can be found on the California Department of Education's (CDE) Quality Standards and CQI web page, located at <https://www.cde.ca.gov/ls/ex/qualstandcqi.asp>.

1—Safe and Supportive Environment

Describe how the program will provide opportunities for students to experience a safe and supportive environment. Include if the program will be offered on the schoolsite or off campus. If not on site, describe where in the community it will be and how students will be supported to get there.

CCDS will offer an extended learning opportunity program on site. We will provide a safe and supportive environment by: hiring and training staff RTI support staff, highly qualified teachers, and implementing a mindfulness program that includes yoga for TK-6th grade students.

After School Program:

The ASP Director works closely with administration, teachers, and all school staff to maintain school aligned safety procedures for the after school program. This provides students with clear expectation and a safe environment. The ASP Director and staff have access to the confidential concerns in order to maintain the safety and medical needs of students in the program.

ASP staff are clearly identifiable by their lanyards, walkie talkies, and school ID's.

Stakeholders are aware of the location and procedures of the program.

Incidents occurring in the after school program are clearly documented with incident reports and ouch reports.

All students participating in the after school program have their emergency card on file for ASP staff to access. ASP staff refer to these list to contact parents and verify identification of the person signing students out of the program.

2—Active and Engaged Learning

Describe how the program will provide opportunities for students to experience active and engaged learning that either supports or supplements, but does not duplicate, the instructional day.

Students will have access to:

Mindfulness practices

Yoga classes

Tier 2 and 3 RTI support

Using a "soft start" model which means students start the day engaging with their peers through play. Student agency is promoted by having a variety of thematic choices during the start of the day. This allow students to transition from their home environment and prepare their body and mind for learning.

Each day we have a schedule of enrichment activities accessible to all. For example, Tuesdays is yoga day, Wednesday is Imagination Playground, and Thursday is library day.

After School Program:

The program provides a variety of activities that are hands-on, project-based, and result in a culminating product.

The program continually request feedback from students on what topics and activities they are interested in learning about.

The program activities offer learning experiences that engage multiple senses.

The program activities engage learners, raise awareness, and promotes interest in a wide variety of topics.

3—Skill Building

Describe how the program will provide opportunities for students to experience skill building.

We tailored our program to continue building on student skills. The following are educational programs used to continue to support academic skill development:

Phonemic Awareness skill-building did through Michael Heggerty

Reading intervention programs: Susan Barton, SIPPS, and Seeing Stars

Math: Cognitively Guided Instruction (CGI)

Science: Mystery Science and Imagineers

Social-Emotional Learning: Second Step, Mindfulness practices

After School Program:

Staff choose and create activities that students can relate to.

Staff facilitate activities that increase students understanding of personal and social responsibilities.

Staff provide students opportunities to practice different skills.

Staff help students learn from their experiences and guide them through reflection on different choices for future behaviors and experiences.

Activities provided in the program increase students understanding and use of 21st century skills.

4—Youth Voice and Leadership

Describe how the program will provide opportunities for students to engage in youth voice and leadership.

Our 4th-6th grade students will be a part of a reading buddy system. They will connect with younger students and partner read together. This will promote reading with the younger students and promote empathy and develop peer relationships in our CCDS student community. This is something our school did prior to the pandemic.

After School Program:

The program provides opportunities for students to share their viewpoints, interests, and knowledge through student led activities.

Students are encouraged to engage in activities with other students in different grade levels in a leadership role.

Staff provides all students with various opportunities to develop their leadership skills.

Students are encouraged to share their ideas for program development.

5—Healthy Choices and Behaviors

Describe how the program will provide opportunities for students to engage in healthy choices and behaviors. Describe how students will be served nutritious meals and/or snacks during the ELO-P hours of programing.

Healthy Choices: We are partnering with Chico Unified who will provide healthy meals.

Healthy Behaviors: We will be implementing opportunities for students to practice mindfulness and self regulation by hiring a certificated yoga instructor.

After School Program:

The program maintains a healthy culture that promotes healthy lifestyle choices. The program incorporates nutrition and physical activities into all facets of the program. The after school program provides opportunities for students to cook healthy meals.

6—Diversity, Access, and Equity

Describe how the program is designed to address cultural and linguistic diversity and provide opportunities for all students to experience diversity, access, and equity. Describe how the ELO-P will provide access and opportunity for students with disabilities.

All students can participate for free in our extended learning program. We hired staff who have background in special education, RTI academic intervention, and linguistically diverse teachers.

After School Program:

The program is aware of and seeks information and strategies to support all participants in the program.

Staff adapt activities to accommodate the physical and developmental abilities of all participants, and actively encourage their participation in the program.

Students and staff are comfortable sharing, and are given opportunities to share, from their diverse experiences and backgrounds.

7—Quality Staff

Describe how the program will provide opportunities for students to engage with quality staff.

All teachers are fully credentialed and highly qualified. Our classified staff has been trained in all intervention programs and academic programs. The yoga teacher has her yoga certification and her multiple subject credential.

After School Program:

The program engages in a rigorous recruitment and hiring process that carefully considers experience, knowledge, interest, diversity, and capacity for engaging students in age appropriate and meaningful activities.

Staff are provided continuous professional development, resources and materials to create activities, and on-the-job coaching.

Staff are committed to building positive relationships with students, families, and other staff.

Staff build trusting and positive relationships with students by engaging in the various activities with them.

8—Clear Vision, Mission, and Purpose

Describe the program's clear vision, mission, and purpose.

To provide a free program that meets the social emotional and academic needs of students. We want students to be engaged. This means that learning should be interesting, challenging and joyful. Learners should see the value of what is being taught and be active participants.

After School Program:

The program provides a safe, caring, and fun learning environment while encouraging student's social, physical, and academic development.

The program provides high quality activities with disguised learning opportunities.

9—Collaborative Partnerships

Describe the program’s collaborative partnerships. Local educational agencies are encouraged to collaborate with non-LEA entities to administer and implement ELO-P programs.

We are partnering with Chico Unified to provide healthy meal options for our students.

After School Program:

The program coordinates with teachers and other staff to support students learning and well being.

Staff engage, communicate, and connect parents to information and services available to them within their community and school.

Program staff participate in a full day training with representatives from the local Boys and Girls Club.

10—Continuous Quality Improvement

Describe the program’s Continuous Quality Improvement plan.

We use Kelvin pulse surveys to reflect on our program and make adjust each year.

After School Program:

The program quality improvement plan includes feedback from staff, students, and parents.

The staff consistently address strengths and weaknesses in the program and offered activities in order to improve the quality of the program.

Staff encourage and request student opinion and ideas to include students in the quality of the program.

11—Program Management

Describe the plan for program management.

We have hired a summer administrator to implement restorative practices, develop schedules, coach teachers, family communication, and monitor any medical plans.

The program creates and distributes user-friendly parent/family handbooks that describe policies and procedures.

The program has a clear organizational structure which allows staff to focus on the needs of the students.

Managers at all levels take advantage of opportunities to develop management and leadership skills, and stay informed about new research, best practices, and innovations in expanded learning programs.

Program Director attends annual conferences offered by both California Afterschool Network and National Afterschool Association to network and continue improving the program.

General Questions

Existing After School Education and Safety (ASES) and 21st Community Learning Centers (21st CCLC) Elementary and Middle School grantees.

ASES, 21st CCLC Elementary/Middle School, and the ELO-P should be considered a single, comprehensive program. In coordinating all these funding streams to move towards a single program, the expectation is that the most stringent requirements will be adopted for program guidance. If one or both grants are held, please describe how the ELO-P funding will be used to create one comprehensive and universal Expanded Learning Program.

N/A

Transitional Kindergarten and Kindergarten

Programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1. (EC Section 46120[b][2][D]). Please address the proposed schedule and plan for recruiting and preparing staff to work in the program, including supporting them to understand how to work with younger children. How will the lower pupil-to-staff ratio be maintained? How will the curriculum and program be developmentally-informed to address this younger age group?

We will maintain the lower ratios by hiring the necessary staff to stay within the mandated ration of 10:1. We will use facilities that are age appropriate and have coaching available to all teachers.

Sample Program Schedule

Please submit a sample program schedule that describes how the ELO-P or other fund sources, including the California State Preschool Program for children enrolled in transitional kindergarten or kindergarten, will be combined with the instructional day to create a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports). Also, submit a sample schedule for a minimum nine-hour summer or intersession day.

Summer Enrichment:

June 13- to July 8th 8:30-noon

Afters School Program (ASP)

6/6-6/10- 8:30-5:00

6/13-6/17- 12:00-5:00

6/20-6/24- 12:00-5:00

6/27-7/1- 12:00-5:00

Below are additional legal requirements for the ELO-P. Please ensure your Program Plan meets all of these legal requirements:

EC Section 46120(b)(2):

[LEAs] operating expanded learning opportunities programs may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple school sites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on the following;

(2) [LEAs] operating expanded learning opportunity programs pursuant to this section may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple schoolsites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on all of the following:

(A) The department's guidance.

(B) Section 8482.6.

(C) Paragraphs (1) to (9), inclusive, and paragraph (12) of subdivision (c) of Section 8483.3.

(D) Section 8483.4, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

EC Section 46120(b)(1)(A):

On schooldays, as described in Section 46100 and Sections 46110 to 46119, inclusive, and days on which school is taught for the purpose of meeting the 175-instructional-day offering as described in Section 11960 of Title 5 of the California Code of Regulations, in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, are no less than nine hours of combined instructional time and expanded learning opportunities per instructional day.

EC Section 46120(b)(1)(B):

For at least 30 nonschooldays, during intersessional periods, no less than nine hours of in-person expanded learning opportunities per day.

EC Section 46120(b)(3):

[LEAs] shall prioritize services provided pursuant to this section at schoolsites in the lowest income communities, as determined by prior year percentages of pupils eligible for free and reduced-price meals, while maximizing the number of schools and neighborhoods with expanded learning opportunities programs across their attendance area.

EC Section 46120(b)(4):

[LEAs] may serve all pupils, including elementary, middle, and secondary school pupils, in expanded learning opportunity programs provided pursuant to this section.

EC Section 46120(b)(6):

[LEAs] are encouraged to collaborate with community-based organizations and childcare providers, especially those participating in state or federally subsidized childcare programs, to maximize the number of expanded learning opportunities programs offered across their attendance areas.

EC Section 46120(c):

A [LEA] shall be subject to the audit conducted pursuant to Section 41020 to determine compliance with subdivision (b).

EC Section 8482.3(d):

[LEAs] shall agree that snacks made available through a program shall conform to the nutrition standards in Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2.

[LEAs] shall agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (42 United States Code [U.S.C.] Section 1766).

EC Section 8482.6:

Every pupil attending a school operating a program . . . is eligible to participate in the program, subject to program capacity. A program established . . . may charge family fees. Programs that charge family fees shall waive the cost of these fees for pupils who are eligible for free or reduced-price meals, for a child that is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11434a), or for a child who the program knows is in foster care. A program that charges family fees shall schedule fees on a sliding scale that considers family income and ability to pay.

EC sections 8483.4 and 46120(b)(2)(D):

The administrator of every program established pursuant to this article shall establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district. Selection of the program site supervisors shall be subject to the approval of the school site principal. The administrator shall also ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

EC Section 8482.3(c)(1)(A–B):

Each component of a program established pursuant to this article shall consist of the following two elements:

(A) An educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.

(B) An educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities.

Universal Prekindergarten Planning and Implementation Grant Program – Planning Template

A Resource for Local Educational Agencies
Released – December 17, 2021

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Universal Prekindergarten in California

Decades of research demonstrate that an early and strong foundation for learning matters. Children who have effective learning opportunities before kindergarten have an advantage in school and in life over children who do not, especially children with adverse childhood experiences. Children who attend quality preschool programs are more prepared for school in terms of their early literacy, language, and math skills, their executive function, and social emotional development. In some cases, preschool participants are less likely to be identified for special education services or to be held back in elementary school than children who do not attend developmentally-informed preschool programs that include strong educational components.

California is poised to realize universal prekindergarten (UPK) for all four-year-old children, and to expand services for three-year-old children through bold leadership and the unprecedented investments in the Budget Act of 2021, including universal transitional kindergarten (UTK) and expansion of the California State Preschool Program (CSPP).

The tumult of the COVID-19 pandemic accelerated a call to action to ensure a strong educational foundation for all children, emphasizing the critical role of our education system in supporting children and families' needs and how local flexibility fuels community capacity to meet their needs. California's leaders responded with historic investments in family support, child development and care, and education. Yet, as the Master Plan for Early Learning and Care highlights, realizing the promise of early childhood investments will require all partners—across early learning and care, early education, elementary education, and expanded learning and extended care communities—to work together to create a stronger system designed to meet the needs of the whole child.

The California Universal Prekindergarten Planning and Implementation Grant Program – Overview

California seeks to set children on a trajectory of lifelong success by investing in early and equitable learning experiences, including infant and toddler supports, such as family leave and access to infant and toddler care, universal preschool for all four-year-old children, and enhanced educational experiences across an aligned preschool to third grade system.

The 2021–22 State Budget package established the UPK Planning and Implementation Grant Program as a state early learning initiative with the goal of expanding access to prekindergarten programs at local educational agencies (LEAs). This grant program provides \$200 million for the California Department of Education (CDE) to allocate directly to LEAs based on a statutory formula to support planning and implementation costs associated with expanding prekindergarten options, such as universally-available transitional kindergarten (TK), CSPP, and Head Start for eligible students, and other local and community-based partnerships. It is important for LEAs to include partners such as CSPP, Head Start, and other early learning and care providers in the co-creation of the local plan. Engaging all partners in the community will enhance resources for families and children and fully utilize and coordinate available resources, including facilities, staff, and funding.

Under the provisions of California Education Code (EC) Section 8281.5, grant funds are allocated to school districts, charter schools, and county offices of education (COEs) with kindergarten enrollment in specific years, according to a specified formula. In addition, funds are allocated to COEs to support countywide planning and capacity building around UPK.

Grant funds may be used for costs associated with creating or expanding CSPP or TK programs, or to establish or strengthen partnerships with other providers of prekindergarten education within the LEA, including Head Start programs, to ensure that high-quality options for prekindergarten education are available for four-year-old children. Allowable costs include, but are not limited to: (1) planning costs, (2) hiring and recruitment costs, (3) staff training and professional development, (4) classroom materials, and (5) supplies.

As a condition of receiving grant funds, state law requires each LEA to create a plan articulating,

how all children in the attendance area of the LEA will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA's expanded learning offerings, the After-School Education and Safety Program, the California state preschool program, Head Start programs, and other community-based early learning and care programs (EC Section 8281.5).

Under state law, the plan must be developed for consideration by the LEA's governing board or body at a public meeting on or before June 30, 2022, after which the LEA must provide data, as specified by the State Superintendent of Public Instruction, to the CDE. The CDE must encumber funds by June 30, 2024. LEAs will have until June 30, 2025, to use the funds.

In addition, the 2021–22 State Budget also established the Expanded Learning Opportunities Program (ELO-P). The intent of the program is that all LEAs offer all unduplicated students in classroom-based instructional programs access to comprehensive afterschool and intersessional expanded learning opportunities. The ELO-P requires LEAs to offer in-person before or after-school expanded learning opportunities that, when added to the core instructional day, are no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day (EC Section 46120).

In 2021–22, all LEAs must offer all TK through sixth grade (TK–6) classroom-based, unduplicated pupils an ELO-P and provide access to 50 percent of TK–6 enrolled, classroom-based, unduplicated pupils. Commencing in 2022–23, as a condition of apportionment, LEAs with an Unduplicated Pupil Percentage (UPP) at or above 80 percent must offer an ELO-P to all TK–6 classroom-based pupils and provide access to all TK–6 classroom-based pupils upon parent or guardian request. LEAs with an UPP below 80 percent must offer an expanded learning opportunity to all TK–6 classroom-based, unduplicated pupils and provide access to 50 percent of TK–6 enrolled classroom-based, unduplicated pupils. LEAs receiving ELO-P funding must meet all TK–6 requirements, which include, but are not limited to, offering a minimum of a nine-hour day for students TK–6 during the school year, providing pupil access, and offering 30 non-school days of programming, such as during summer and intersession periods.

Summer and intersession programming are also offered through many other early learning programs such as CSPP, Head Start, and early learning and care providers. Sharing costs, staff, and resources can support implementation of TK that provides for full-day supports while also meeting parental needs and supporting parental choice of program and setting type. LEAs should consider how these services will be offered as part of their UPK Plan. For key definitions related to UPK in California, see Appendix I.

Planning Template Purpose

The UPK Planning Template has been created to: (1) offer planning questions for LEA consideration in developing comprehensive plans for UPK that meet community and family needs, and (2) outline the data that will be required for submission to the CDE to meet the requirements of EC Section 8281.5.

This template includes recommended and required planning questions. Collectively, the recommended and required questions form a set of core planning questions the CDE believes are critical to supporting the development of a comprehensive, responsive, and community-centered UPK Plan.

- Recommended Questions: LEAs are highly encouraged to incorporate answers to these questions in their UPK Plans. Responses to these questions are not required for submission to the CDE but do support more holistic planning that meets the intent of these funds.
- Required questions: LEAs will be required to answer the required data questions outlined in this template in a survey that will be issued by the CDE following the June 30, 2022, deadline for LEAs to present their plans to their governing boards.

The CDE will be collecting information on the answers to the required questions after July 30, 2022, in a survey. This will allow the CDE to learn about how LEAs are planning to implement UPK, and to identify what additional support may be needed to help LEAs as they move along the implementation process.

The questions required for submission to the CDE should be answered based on what the LEA plans to implement in the 2022–23 school year. However, the CDE encourages that LEAs, when developing their UPK Plan for consideration by their local governing board, look beyond the first year of implementation and lay the foundation for the full implementation period. The CDE also encourages LEAs to look to their Local Control and Accountability Plans (LCAPs) to identify where their LCAPs already include relevant opportunities for alignment, and to consider the results of the UPK planning and implementation efforts as it pertains to future updates to their LCAPs.

The UPK Planning Template is organized as follows:

1. Self-Certification
2. Projected Enrollment and Needs Assessment
3. Focus Area Planning
 - a. Vision and Coherence
 - b. Community Engagement and Partnerships
 - c. Workforce Recruitment and Professional Learning
 - d. Curriculum, Instruction, and Assessment
 - e. LEA Facilities, Services, and Operations
4. Technical Assistance Questions

The CDE encourages COEs to use this template as a guide for developing their own plans for how they will support the districts in their county to assess options, make decisions, and construct a plan that includes the required questions and considers the recommended questions found in this template.

Accompanying Guidance

To help introduce LEA leaders to early education concepts, agencies, and structures, the CDE will release an accompanying Guidance Document in early 2022, that will include information on the following:

1. Local LEA indirect service agencies and partners (for example, child care local planning council [LPC], Resource and Referral program [R&R], Alternative Payment Program [APP]);
2. Allowable ways to layer funding sources and programs to achieve full-day programming for four-year-old children;
3. Requirements for TK and early education facilities;
4. UPK workforce requirements for CSPP and TK educators, including the Early Learning Career Lattice, Commission on Teacher Credentialing (CTC) Child Development Teacher Permit information, information on the Multiple Subject Teaching Credential requirements, and TK educator professional learning;
5. Other available resources for UPK Implementation:
 - a. Workforce development grants and funds that can be accessed to help candidates obtain early education and TK qualifications (for example, federal stimulus funds, Educator Effectiveness Block Grant, and others);
 - b. Funding sources that can be utilized for facilities;
 - c. Funding sources that can be utilized for extended learning and care;
6. Research on the importance of participating in quality early education and research demonstrating the long-term impact on attendance, behavior, graduation rates, and academic and career success; and
7. Other resources aligned with the questions presented in the UPK Planning Template.

Additionally, the CDE will work with partners to ensure the release of additional information and technical assistance in the form of guidance, resources, tools, and regularly-scheduled webinars. Topics will include workforce, support for multilingual learners, and inclusive early education practices, among others.

Directions, Timeline, and Suggested Planning Process

LEAs are encouraged to use this template to fulfill the EC Section 8281.5 requirement to create a UPK Plan that articulates how the LEA will facilitate access to full-day learning for all children the year before kindergarten, including their partnerships with CSPP, Head Start, other preschool partners, and extended learning and care partners. The CDE will

disseminate a survey to collect responses to the required questions in this template following the June 30, 2022, deadline for presenting plans to the local governing board.

The CDE recommends the following process and timeline after the release of this UPK Planning Template in December 2021:

1. LEAs convene a planning team, including staff from the early learning department and Head Start (if these exist), curriculum and instruction, student programs, workforce and human resources (HR), business services, special education, multilingual education, expanded and after-school learning, and facilities.
2. The CDE, along with partners, will release guidance, resources, and additional information to support LEAs in the development of their UPK plan. LEAs should review this guidance as part of their planning process, and COEs should use the guidance to inform the support they offer to LEAs.
3. COEs develop plans for how they will support LEAs in their county to assess options, make decisions, and construct plans that address the required questions and consider the recommended questions found in this template. COEs should communicate with the LEAs in their county about the types of information, resources, and technical assistance the COE is able to offer to support the UPK planning process.
4. LEAs conduct outreach and engagement activities with local R&Rs, LPCs, and existing extended learning and care providers including early learning and child care providers operating within the LEA's enrollment attendance boundary.
5. LEAs convene a public engagement process to gather input and perspectives to inform the plan. This engagement process should include parents, early learning communities (including CSPP, Head Start, and the Head Start Policy Council), and expanded learning communities (including the After-School Education and Safety [ASES] Program). To ensure meaningful engagement, the CDE recommends LEAs complete this by March 1, 2022.
6. If the LEA wants technical assistance from their COE, the CDE recommends LEAs submit a draft of the UPK Plan to their COE for review by April 15, 2022.
7. Planning teams meet with the COE to discuss the LEA's draft, including local constituency input, by June 1, 2022.
8. Planning teams present a draft plan to the school board by June 30, 2022.
9. The plan shall demonstrate how families will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA's expanded learning offerings, the ASES Program, CSPP, Head Start programs, and other community-based early learning and care programs.

Following the presentation of the plan to the LEA's school board, the LEA shall respond to the CDE's subsequent requests for information no later than July 31, 2022.

Key Considerations

Transitional Kindergarten Implementation Timeline

As a condition of receipt of apportionment, school districts and charter schools must implement universally available TK for all four-year-old children by 2025–26 (EC 48000[c][1]). LEAs are encouraged to consider how this implementation timeline will impact elements of their UPK Plan, including whether implementing UTK on a fast timeline will allow the LEA to reach economies of scale with regard to the number of classrooms and TK teachers needed. The table below illustrates the UTK implementation timeline, including eligibility and ratios.

Table: TK Eligibility, Ratio, and Class Size Requirements by Fiscal Year

Type of Requirement	2021–22	2022–23	2023–24	2024–25	2025–26
Eligibility	Turn five between September 2 and December 2; at district discretion,	Turn five between September 2 and February 2; at district discretion,	Turn five between September 2 and April 2; at district discretion, turn	Turn five between September 2 and June 2; at district discretion, turn	Turn four by September 1

Type of Requirement	2021–22	2022–23	2023–24	2024–25	2025–26
	turn five between December 3 and the end of the school year	turn five between February 3 and the end of the school year	five between April 3 and the end of the school year	five between June 3 and the end of the school year	
Ratios	Not specified	1:12	1:10**	1:10**	1:10**
Class Size	24	24	24	24	24

* average class size across the school site

** Subject to future legislative appropriation

Supporting a Preschool through Third Grade Continuum

The CDE recently launched a Preschool through Third Grade (P–3) Alignment Initiative rooted in research that suggests the gaps in children’s opportunities and learning outcomes demand system-level reform at the state, county, district, school, and community level. Through this work, the CDE hopes to disrupt inequities, address bias, and promote equitable opportunities for California’s early learners. UPK implementation presents a critical opportunity to strengthen P–3 alignment, as a means of sustaining and accelerating the improved child outcomes associated with high-quality, early learning experiences.

To ensure the LEA’s plan is aligned with the vision of a P–3 continuum, the development team for the LEA UPK Plan (for which this document is a template) should include staff from the early education department (if there is one), curriculum and instruction, student programs, workforce, HR, business services, special education, multilingual education, expanded learning and afterschool, and facilities. Furthermore, to create a strong UPK system that meets families’ needs, the voices and choices of parents should be centered. Furthermore, LEAs should conduct outreach to the early learning and care providers that operate within the zip codes that the LEA serves to include them in informing the development of the LEA’s UPK Plan.

As a best practice, the CDE recommends LEAs convene a public engagement process to gather input and perspectives to inform the plan by March 1, 2022. This engagement process should include parents, early education communities (including CSPP and Head Start), expanded learning communities (including the ASES Program), and early learning and care (including center- and home-based child care) in order to gather information from impacted communities to inform the development of this plan.

Full-Day, Extended Learning and Care

State law does not require LEAs to operate a TK program that offers full-day early learning to all children the year before kindergarten; however LEAs must articulate how they plan to offer full-day, early learning programming to all students, and how they are partnering or plan to partner with other programs, such as those listed in the statute, to ensure that every child has access to extended learning and care that, combined, equates to a full-day of programming that meets the community’s needs.

Additionally, starting in the 2022–23 school year, LEAs receiving ELO-P funding must offer nine hours of combined instructional time and expanded learning opportunities per instructional day to all unduplicated children enrolled in TK and at least 30 intersession days; however, LEAs are not required to exclusively use ELO-P funding to meet the requirement. LEAs can instead partner with Head Start, CSPP, ASES, or other community-based child care programs to fund and provide the additional extended learning and care hours needed to reach nine hours. (EC Section 46120). This would allow the LEA to use ELO-P funds to provide additional service hours or services for additional children.

Creating Joint or Aligned Plans

LEAs are permitted to partner in creating a joint UPK Plan and may submit the same plan for multiple LEAs. Small and rural LEAs serving similar communities, especially those with low TK or kindergarten average daily attendance (ADA), are strongly encouraged to consider creating a joint UPK Plan which includes non-district learning programs serving four-year-old children. LEAs are also encouraged to consider partnering with other nearby LEAs to submit a joint UPK Plan or with their COE to create a single, countywide plan. These joint plans should be developed in conjunction with CSPP, Head Start, other preschool programs, and early learning and care providers.

UPK Planning Template Self-Certification

In the data collection survey submitted to the CDE, LEAs must self-certify they developed a plan that was presented for consideration by the governing board or body at a public meeting on or before June 30, 2022, for how all children in the attendance area of the LEA will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA's expanding learning offerings, ASES, CSPP, Head Start programs, and other community-based early learning and care programs.

1. Please complete the following table:

LEA Name	Contact Name and Title of the Individual Self-Certifying the Statement Above	Email	Phone
Chico Country Day School	Wendy Fairon Director of Education	wfairon@chicocountryday.org	

2. Did the LEA develop a joint plan with multiple LEAs (for example, multiple small and rural LEAs serving similar communities or countywide plans developed with support of the COE for all LEAs in the county)? [select one]

No

3. If the LEA answered Yes to Question 2, what other LEAs are part of this joint plan?

Projected Enrollment and Needs Assessment Recommended Planning Questions

The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions.

1. What do existing data sources indicate about parental needs and preferences related to early learning and care programs for three- and four-year-old children in the LEAs attendance area? (LEAs are encouraged to work with local early learning and care partners such as CSPP, Head Start programs, LPCs, R&Rs, and APPs, and utilize data sources such as LPC Needs Assessment data, Head Start Needs Assessments, and so on)
2. Using the projected TK enrollment for the LEA provided by the CDE, make modifications to the LEA's TK student estimates and make cumulative facilities and staffing estimates needed each year from school year 2022–23 to 2025–26. Complete the following tables.

Table: Projected Student Enrollment

Type of Student	2019–20	Current (TK-eligible children turn five between September 2 and December 2, inclusive)	2022–23 (TK-eligible children turn five between September 2 and February 2, inclusive)	2023–24 (TK-eligible children turn five between September 2 and April 2, inclusive) ⁴	2024–25 (TK-eligible children turn five between September 2 and June 2, inclusive)	2025–26 (TK-eligible children turn four by September 1)
TK Students		21	20	20	20	20
CSPP (if applicable)						

Table: Facilities Estimates (Cumulative)

Type of Facility	2019–20	Current	2022–23	2023–24	2024–25	2025–26
TK Classrooms		1	1	1	1	1
CSPP Classrooms						
Head Start or Other Early Learning and Care Classrooms						

Table: Staffing Estimates (Cumulative)

Type of Staff	2019–20	Current	2022–23	2023–24	2024–25	2025–26
TK Teacher's Assistants			1	1	1	1
CSPP (if applicable)						

Type of Staff	2019–20	Current	2022–23	2023–24	2024–25	2025–26
Other CSPP Classroom Staff (if applicable)						
Early Education District-level staffing (if applicable)						

3. As part of the ELO-P requirements, EC Section 8281.5 requires LEAs to offer or partner in offering in-person before school or after-school expanded learning opportunities that, when added to daily instructional minutes, are no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day, including through partnerships with the LEA’s expanding learning offerings, ASES, CSPP, Head Start programs, and other community-based early learning and care programs.

Consider your estimated number of TK students. Estimate the number of TK students that will utilize extended learning and care services in addition to the TK instructional minutes. Then, working with local early learning and care and expanded learning partners, estimate the number of slots available for TK students in the following programs:

Table: Projected Number of TK Students Utilizing Extended Learning and Care

2019–20	Current	2022–23	2023–24	2024–25	2025–26
	15	20	20	20	20

Table: Projected Number of Slots Available for TK Students

Slot Type	2019–20	Current	2022–23	2023–24	2024–25	2025–26
CSPP		20	20	20	20	20
Head Start						
ASES Program/ELO-P						

Required Questions

CDE will be requiring this information be completed after the plan is presented to the governing board.

There are no required questions in this section.

Focus Area A: Vision and Coherence

In order to provide equity of access for all students and their families, it is vital for the LEA, in partnership with early learning and care programs, to develop a coherent educational system that begins with UPK, includes access to TK and other options for all four-year-old children, and provides nine hours of programming per day through a combination of instructional time and extended learning and care opportunities for those families who choose this option.

In planning for UPK, consider how the LEA's administrative structure will support school leadership in building connections between them and expanded learning programs as well as early learning and care programs (CSPP, Head Start, other subsidized or privately administered preschool and child care programs) to provide UPK programming and before school and after-school, intersession, and summer learning and care.

Required Questions

CDE will be requiring this information be completed after the plan is presented to the governing board.

1. Which of the following model(s) of service delivery does the LEA plan to implement for UPK for all four-year-old children, including classes fully inclusive of children with disabilities, to provide access to the least restrictive environment for learning? [select all that apply]

TK offered at all sites

2. Does the LEA plan to implement full-day TK, part-day TK, or both? [select one]

Full Day TK

3. Describe how the model(s) of service delivery selected in the preceding two questions will be implemented across the LEA's sites and why.

We currently have one full day TK classroom and as our needs increase we will shift to add more TK classes.

4. Does the LEA plan to begin operating a CSPP or expand its current CSPP contract? [select one]

No - the LEA has no plans to begin or expand a CSPP contract in future years

5. If the LEA answered yes in question four, what age of children does the LEA plan to serve through a CSPP contract? [select all that apply]

6. Please indicate if the LEA plans to serve students eligible for early admittance TK, for children whose fifth birthday occurs after the enrollment date for the year of implementation (see implementation timeline above)?

- a. 2022–23 (Birthdays February 3 or after) [select one]

No

- b. 2023–24 (Birthdays April 3 or after) [select one]

No

c. 2024–25 (Birthdays June 3 or after) [select one]

No

Focus Area B: Community Engagement and Partnerships

To successfully implement UPK and create a P–3 continuum, LEAs will need to cultivate relationships and collaborate with both internal and external partners.

Required Questions

CDE will be requiring this information be completed and submitted to the CDE after the plan is presented to the governing board.

1. Identify which of the following opportunities the LEA implemented to obtain public input on the UPK Plan. [Select all that apply]

LCAP educational partners input sessions

Other [describe, open response]

Monthly collaboration with Chico Unified TK teachers.

2. Select which programs the LEA plans to combine with the TK instructional day to offer a minimum of nine hours per day of programming (instructional day plus programming) for children whose families opt in for extended learning and care. [select all that apply]

Expanded learning programs on an LEA site (ASES, 21st Century Community Learning Centers [21st CCLC], ELO-P)

Focus Area C: Workforce Recruitment and Professional Learning

Based on the projected enrollment and needs described in Focus Area A, LEAs should create a plan to recruit, train, and support the new TK, preschool, early learning and care, and expanded learning staff needed to support full-day early education options for all children the year before kindergarten.

(Note: All LEAs will need to plan for workforce development considerations as part of this planning work. There is a separate \$100 million allocation for the Prekindergarten Planning and Implementation Grant – Competitive, also known as the Early Education Teacher Development Grant, that will be competitively awarded and is not part of this planning template.)

EC Section 48000(g)(4) specifies that credentialed teachers who are first assigned to a TK classroom after July 1, 2015, have, by August 1, 2023, one of the following:

- a. At least 24 units in early childhood education, or childhood development, or both.
- b. As determined by the LEA employing the teacher, professional experience in a classroom setting with preschool age children that is comparable to the 24 units of education described in subparagraph (a).
- c. A Child Development Teacher Permit issued by the CTC.

EC Section 8295 specifies that teachers in CSPP shall either possess a permit issued by the CTC authorizing service in the care, development, and instruction of children in a child care and development program; or meet the following criteria:

- a. Possess a current credential issued by the CTC authorizing teaching service in elementary school or a single subject credential in home economics; and
- b. Possess twelve units in early childhood education or child development, or both, or two years' experience in early childhood education or a child care and development program.

Required Questions

CDE will be requiring this information be completed after the plan is presented to the governing board.

1. Which of the following strategies does the LEA intend to use to support diverse and effective prospective TK teachers, including multilingual educators, to earn a Multiple Subject Teaching Credential? [select all that apply]

Partner with one or more local Institutions of higher education (IHEs) or the COE to help support teachers holding less than a full credential to complete requirements to earn a preliminary Multiple Subject Teaching Credential

2. Which of the following strategies does the LEA intend to employ to support diverse and effective prospective TK teachers, including multilingual educators, to meet the requirements under EC Section 48000(g)(4)? [select all that apply]

Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining credit-based coursework or a degree

Develop or work with an established mentorship program to support new TK teachers

3. Which of the following strategies does the LEA intend to employ to support diverse and effective prospective CSPP teachers, including multilingual educators, to obtain a Child Development Teacher Permit [select all that apply]

None of the above, the LEA is not planning to support prospective CSPP educators in obtaining a Child Development Teacher Permit

4. On which child observational assessments does the LEA intend to offer professional learning to TK, CSPP, and other early education teachers during the 2022–23 school year? [select all that apply]

LEA-based, grade level benchmarks and a report card

Under AB 1505 the LEA has selected Fastbridge as our local assessment and will used to share out date with our charter authorizer.

5. On what topics does the LEA intend to offer professional learning regarding early childhood education to site leaders and principals? [select all that apply]

Engaging culturally- and linguistically-diverse families

Implicit bias and culturally- and linguistically-responsive practice

ACEs and trauma- and healing-informed practice

Curriculum selection and implementation

Focus Area D: Curriculum, Instruction, and Assessment

It is critical for each LEA and preschool program partner to plan for how they will develop or select curriculum or curricula that are developmentally-informed and aligned with the strengths of all students, including multilingual students and students with disabilities, as well as how they will ensure curricula are implemented with fidelity to support intentional, quality instruction for all students. LEAs and preschool program partners should consider how they will provide coherent, culturally- and linguistically-responsive UPK curriculum or curricula anchored in the California Preschool Learning Foundations (<https://www.cde.ca.gov/sp/cd/re/psfoundations.asp>) and the California Preschool Curriculum Frameworks (<https://www.cde.ca.gov/sp/cd/re/psframework.asp>) to support the development of skills across the domains outlined in those documents.

Required Questions

CDE will be requiring this information be completed after the plan is presented to the governing board.

1. Does the LEA plan to provide any of the following language model(s) for TK students? [select all that apply]

English-only instruction with home-language support

2. If the LEA administers CSPP, does it plan to provide any of the following language model(s) for CSPP students? [select all that apply]

None

3. Identify methods the LEA plans to use to support the development of social-emotional learning and executive function skills through specific instruction in these areas and by embedding and reinforcing this instruction in all curriculum areas. [select all that apply]

Promote learning through play as a context for social and emotional development, including social play with teachers and peers in small or large group settings

Use developmental observations to identify children's emerging skills and support their development through daily interactions

Development of lesson plans or use of a curriculum that includes specific and targeted social-emotional learning and executive function activities throughout the day of instruction

4. What instructional practices does the LEA plan to implement to support children with disabilities in UPK programming? [select all that apply]

Provide adaptations to instructional materials

Provide specialized services (for example, occupational therapy, physiotherapy, speech and language pathology therapy) in the classroom with peer models

Implement social-emotional strategies, such as the Pyramid Model, CSEFEL, and others

Provide additional staff to support participation in instruction

5. What assessments does the LEA plan to use in TK or kindergarten? [select all that apply]

LEA-based grade level benchmarks and a report card

We will be using Fastbridge and Altitude Learning summative assessments

Focus Area E: LEA Facilities, Services, and Operations

It is critical to ensure that LEA facilities, services, and operations are thoughtfully aligned to support the implementation of UPK and movement towards a P–3 continuum. It is also critical for early education programs currently operating to continue to be a part of California’s mixed-delivery system by creating shared space, blending funding and coordinating service delivery.

For Facilities:

For facilities planning, draw on the Projected Enrollment and Needs Assessment section of this document and the LEA’s Facilities Master Plan. The objectives of this section are to identify the availability of space for UPK, the adequacy of available space to meet the kindergarten facilities standards for meeting the needs of young children, and, if needed, to update the Facilities Master Plan to address any unmet need for developmentally-appropriate space.

Required Questions

CDE will be requiring this information be completed after the plan is presented to the governing board.

1. To support an overall increase in UPK access, what efforts does the LEA plan to make to prevent the displacement of any early education programs on LEA campuses, including both LEA-administered and non-LEA-administered programs?

CCDS does not plan to displace any early education programs .

2. Does the LEA have adequate classroom space to meet the Projected Enrollment of TK students listed in the Projected Enrollment and Needs Assessment section of this document, for the respective implementation year? [multiple choice]

Yes

- i. If no, how many more classrooms does the LEA need? [identify number, open response]

- ii. If no, how might the LEA provide classrooms in the timeframe needed? [describe, open response]

3. Does the space meet the kindergarten standards described in California Code of Regulations, Title 5, Section14030(h)(2)? [multiple choice]

Yes

- i. If no, what modifications need to be made? What resources are needed to make them? (See Facilities Grant Program Funding at <https://www.dgs.ca.gov/OPSC/Services/Page-Content/Office-of-Public-School-Construction-Services-List-Folder/Access-Full-Day-Kindergarten-Facilities-Grant-Program-Funding>) [describe, open response]

4. Does the space contain necessary adaptive equipment, assistive technology, or other accommodations to ensure children with disabilities have access to education in the least restrictive environment? [multiple choice]

Yes

- i. If no, what modifications need to be made? What resources are needed to provide equipment or accommodations? [describe, open response]

5. Does the LEA's Facilities Master Plan adequately address the need for UPK programming? [multiple choice]

Yes

- i. If no, what process will the LEA use to update the Facilities Master Plan to accommodate future TK and early education programming? [describe, open response]

6. In which of the following areas does the LEA intend to make updates to facilities? [select all that apply]

None of the above

7. What transportation will the LEA offer to children enrolled in TK? [select all that apply]

No transportation will be provided

8. Will the LEA offer transportation to transport TK children to extended learning and care opportunities that are at other sites than the one the child is enrolled at for TK?

Our extended learning program operates on our campus.

Technical Assistance Questions

The CDE is collecting information on the type(s) and topics of technical assistance that LEAs need to support implementation of a robust UPK Plan and effective UPK program. This information will be used to leverage existing resources and inform future technical assistance opportunities provided by CDE partners, including COEs, to help ensure that the needs of LEAs are met.

The following questions are optional. However, unlike the recommended questions included in Focus Areas A through E, the CDE will be collecting any information that LEAs wish to provide in response to these questions via the survey that the CDE administers to collect the required data questions above.

1. What technical assistance would be most helpful related to projecting enrollment and assessing needs? [select all that apply]

2. What technical assistance would be most helpful related to the elements included in Focus Area A: Vision and Coherence? [select all that apply]

3. What technical assistance would be most helpful related to the elements included in Focus Area B: Community Engagement and Partnerships? [select all that apply]

4. What technical assistance would be most helpful related to the elements included in Focus Area C: Workforce Recruitment and Professional Learning? [select all that apply]

5. What technical assistance would be most helpful related to support for professional learning opportunities on specific topics? [select all that apply]

6. What technical assistance would be most helpful related to support for specific professional learning delivery mechanisms? [select all that apply]

7. What technical assistance would be most helpful related to the elements included in Focus Area D: Curriculum, Instruction, and Assessment [select all that apply]

8. What technical assistance would be most helpful related to implementing hands-on, interactive, and developmentally-informed early education experiences for UPK students? [select all that apply]

9. What technical assistance would be most helpful related to the elements included in Focus Area E: LEA Facilities, Services, and Operations? [select all that apply]



Appendix I - Definitions

The following definitions are critical for UPK planning efforts. Additional terms and definitions can be found in the Guidance Document:

- **Preschool through Third Grade (P–3):** P–3 is a continuum of learning from preschool through third grade that can be supported by intentional practices at the classroom, school, and leadership levels that align curricula, assessment, and professional learning opportunities to ensure instruction builds on the knowledge and skills that children acquire as they transition across grades and settings.
- **Universal prekindergarten (UPK):** UPK refers to universal TK as well as the expanded CSPP, Head Start, and early childhood special education services that families can choose from to create rich early learning opportunities for all three- and four-year-old children during the year or two years before kindergarten. In high-needs neighborhoods, the CDE strongly encourages LEAs to consider pairing TK programs with access to Head Start and CSPP for age- and income-eligible three- and four-year-old children to further bolster program quality, either through the LEA's own Head Start or CSPP program or via a contract partnership with a CBO that administers a Head Start or CSPP.
- **Transitional kindergarten (TK):** TK means the first year of a two-year kindergarten program, serving four-year-old children regardless of income that uses a modified kindergarten curriculum that is age- and developmentally-appropriate (EC Section 48000 [d]).
- **Universal transitional kindergarten (UTK):** UTK refers to the expansion of TK by 2025–26 to serve all four-year-old children by September 1 of each year, regardless of income, providing a year of rich learning opportunities the year before kindergarten that families can choose from as part of California's public education system.
- **California State Preschool Program (CSPP):** CSPP is the largest state-funded preschool program in the nation. CSPP includes both part-day and full-day services to eligible three- and four-year-old children. CSPP provides a core class curriculum that is developmentally, culturally, and linguistically appropriate for the children served. The program also provides meals and snacks to children, parent education, referrals to health and social services for families, and staff development opportunities to employees. The program is administered through LEAs, colleges, community-action agencies, local government entities, and private, nonprofit agencies.
- **Expanded learning:** This includes before school, after-school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results-driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year.
- **Expanded Learning Opportunities Program (ELO-P):** ELO-P provides funding for after-school and summer school enrichment programs for TK through sixth grade. The ELO-P is defined as services provided in addition to the normal school day and school year operations, to provide full-day and full-year expanded learning programs to meet the needs of working families whose children are enrolled in TK through sixth grade and also provide expanded learning enrichment programming for students. A full day is defined as in-person before school or after-school expanded learning opportunities that, when added to daily instructional minutes, are no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day. A full year includes a minimum of 30 days of programming in the summer and intersession for no fewer than nine hours of in-person expanded learning opportunities per day.
- **Early learning and care:** This refers to the continuum of programs serving children from birth to preschool or school entry, as well as extended care to support school-age children with before school and after-school care as well as vacation schedules. This includes general child care, Early Head Start and Head Start, community-based early learning and care programs, family child care providers, and family, friend, and neighbor care.
- **Extended learning and care:** This refers to the continuum of programs and services (early learning and care options and expanded learning options) available in addition to the normal school day and school year operations, to provide full-day and full-year care to meet the needs of working families whose children are enrolled in TK or kindergarten. A full day is defined as in-person before school or after-school programming or care that, when added to daily instructional minutes, provide no fewer than nine hours of combined instructional time and

expanded learning opportunities per instructional day. A full year includes a minimum of 30 days of programming in the summer and intersession for no fewer than nine hours of in-person expanded learning opportunities per day. Funding to support extended learning and care for children enrolled in TK includes the ELO-P and the CSPP, as specified in guidance provided by the CDE's Early Education Division. Additional subsidized care opportunities may be available to families who qualify, such as child care vouchers and the General Child Care School Age program.

Appendix II - Additional Deeper Planning Questions

This section includes optional planning questions for LEAs that are ready to develop more advanced UPK and P–3 plans.

These additional questions are designed to support the LEA’s development of a more comprehensive local UPK Plan. LEAs can also use these questions as a tool for integrating UPK into existing LEA plans such as the LCAP. LEA’s should assess their readiness to include any of these deeper planning questions in their initial planning process and reassess their readiness throughout the implementation of their UPK Plan.

Focus Area A: Vision and Coherence

1. If an LEA has a California State Preschool Plan (as part of the LEA’s application for its CSPP contract) what updates would the LEA like to make to the LEA’s program narrative to reflect implementation of TK?
2. Does the LEA plan to establish, maintain, and facilitate ongoing LEA leadership teams to focus on effective P–3 articulation and coordination throughout the LEA?
3. How will the LEA support sites in providing well-coordinated transitions for all P–3 students as they move through grade levels?
4. How does the LEA plan to communicate the importance of the P–3 continuum across a broad spectrum of audiences (including audiences internal and external to the district)?
5. Identify the processes and tools the LEA will use to strengthen understanding of early childhood development and facilitate communication between preschool and elementary school (including TK) teachers, principals, and administrators to support P–3 alignment?

Focus Area C: Workforce Recruitment and Professional Learning

1. What strategies does the LEA plan to employ to recruit multilingual educators to teach in dual language programs?
2. How does the LEA plan to assess the implementation of its professional learning structures to ensure efficacy?

Focus Area D: Curriculum, Instruction, and Assessment

8. Describe how the LEA plans to establish and maintain a coherent, culturally- and linguistically-responsive P–3 continuum to provide a strong integrated curriculum anchored in the California Preschool Learning Foundations and the California Preschool Curriculum Frameworks, California Common Core State Standards, and the Curriculum Frameworks.

9. What actions does the LEA plan to take to establish or expand multilingual programs across the P–3 continuum based on student population and family needs? (If the LEA has no plans to establish or expand multilingual programs across the P–3 continuum, identify how the LEA will evaluate these opportunities moving forward.)

10. What planning and actions are needed to accommodate a positive meal service, and how will the LEA adapt their universal meal program for TK students?

Focus Area E: LEA Facilities, Services, and Operations

4. Describe what changes the LEA intends to make to the LEA’s Facilities Master Plan to ensure it is consistent with P–3 goals of creating seamless transitions for children and families.

5. Identify how the LEA plans to ensure TK students are included in all provisions of Multi-Tiered Systems of Supports (MTSS) and, when necessary, special education instruction, with an emphasis on early intervention and inclusion practices to address supports and least restrictive environments.

6. Identify any modifications the LEA intends to make to the Student Information System (SIS) and the assessment data system to ensure teachers and administrators have access to data from preschool through third grade.

June 1, 2022

Wendy Fairon
Director of Education
Chico Country Day Charter School
102 West 11th Street
Chico, CA 95928

Re: Services Agreement

Dear Ms. Fairon:

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

1. SERVICES. In consideration of Client’s performance under this Services Agreement, including without limitation Client’s timely payment of Fees as described in **SECTION 2 (“FEES AND PAYMENT”)** below, Consultant agrees to use its commercially reasonable efforts to provide to Client certain financial management and human resources software, services, and related implementation, training, consulting, and payroll services (collectively, “Services”), as such Services are further described in **EXHIBIT A (“SERVICES, FEES AND CHARGES”)**.

2. FEES AND PAYMENT.

2.1 Fees. Client hereby agrees to pay to Consultant certain fees (“Fees”) under this Services Agreement as described in **EXHIBIT A (“SERVICES, FEES AND CHARGES”)**.

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

3. CONFIDENTIAL INFORMATION. Each party (the “Disclosing Party”) may in the course of performance of this Services Agreement provide to the other party (the “Receiving Party”) certain confidential information regarding the business, technologies and plans of the Disclosing Party (“Confidential Information”). The Disclosing Party shall mark Confidential

Information as such in writing, or when disclosed orally shall identify such Confidential Information as such at the time of disclosure, and shall confirm such identification in writing within ten (10) days thereafter. The Receiving Party shall use Confidential Information only in the performance of this Services Agreement, and shall not disclose Confidential Information to any third party other than as required by law during or after the term of this Services Agreement. The obligations of this **SECTION 3 (“CONFIDENTIAL INFORMATION”)** shall continue for five (5) years from the date of expiration or termination of this Services Agreement.

4. TERM AND TERMINATION. The term of this Services Agreement shall commence upon the Effective Date and shall continue until December 31, 2022. Thereafter, the term of this Services Agreement shall continue on a month-to-month basis until such time, if ever, as either party has given the other party at least sixty (60) days’ written notice of non-renewal, in which case the term of this Services Agreement shall expire on the last day of the month following the expiration of the 60-day notice period. Either party may terminate this Services Agreement upon notice for the material breach of the other party which material breach has remained uncured for thirty (30) days after the date of notice thereof to the breaching party.

5. NON-SOLICITATION. The parties hereby acknowledge that Consultant has expended substantial time, money and effort training its employees and independent contractors with respect to business strategies, techniques and methods related to training and assisting third parties in the use, implementation and service of software and business office operations. Accordingly, during the Term of, and for a period of one (1) year immediately following expiration or termination of, this Services Agreement, Client agrees not to hire, solicit for employment or engage any employee or independent contractor of Consultant, or induce any such employee or independent contractor to terminate or breach any employment or other relationship with Consultant. The parties agree that where Client has breached the foregoing provision, Client shall pay to Consultant as liquidated damages, and not as a penalty, a sum equivalent to the greater of: **(a)** the annual salary of any such employee or amount of contractor fees paid or payable to any such independent contractor in the one (1) year period prior to such breach; or **(b)** the amount paid or payable by Client under this Services Agreement in the one (1) year period prior to such breach.

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

7. DAMAGES. OTHER THAN FOR DAMAGES ARISING FROM A BREACH OF SECTION 3 (“CONFIDENTIAL INFORMATION”), NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES UNDER THIS SERVICES AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF CONSULTANT UNDER THIS SERVICES AGREEMENT EXCEED THE GREATER OF ONE HALF (50%) OF TOTAL FEES ACTUALLY PAID TO CONSULTANT HEREUNDER OR

TEN THOUSAND DOLLARS (\$10,000) REGARDLESS OF THE CAUSE OF ACTION, IN CONTRACT, TORT OR OTHERWISE.

8. INDEMNIFICATION. Client shall fully indemnify, defend and hold harmless Consultant, its officers, directors, shareholder`s, agents, employees, sublicensees and customers from and against any and all claims, demands, threats, suits or proceedings, and any losses, liabilities, damages, obligations or payments in connection therewith (including without limitation attorneys' fees and court costs) which result from or in connection with any breach or alleged breach of this Services Agreement, including without limitation all provisions of this Services Agreement, provided that Consultant shall give Client prompt notice of each such claim, demand, threat, suit or proceeding and the opportunity to defend or settle the foregoing at Client's expense.**9. CHOICE OF LAW AND JURISDICTION.** Any dispute under this Services Agreement shall be subject to the laws of the State of California as apply to contracts entered into and performed in California between California residents and without regard to conflicts of laws principles. The State and Federal courts located in Sacramento, California, shall have sole jurisdiction over any disputes under this Services Agreement and the parties hereby consent to the personal jurisdiction of such courts.

10. GENERAL. This Services Agreement may not be assigned by either party without the prior written consent of the other party which consent shall not be unreasonably delayed or withheld. This Services Agreement may be modified only in writing and signed by both parties. Any purported oral amendment to this Services Agreement shall have no effect. This Services Agreement is the entire agreement between the parties with respect to this subject matter, and supersedes any and all prior or contemporaneous, conflicting or additional communications, negotiations or agreements.

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

Very truly yours,

Alfredo Diaz
Manager & CEO
schoolAbility, LLC

CHICO COUNTRY DAY CHARTER SCHOOL

By: _____
WENDY FAIRON

TITLE: DIRECTOR OF EDUCATION

DATE: _____

EXHIBIT A
SERVICES, FEES AND CHARGES

Consultant shall designate a California Charter School back-office subject matter expert, to be approved by Client, such approval not to be unreasonably withheld or delayed, as the principal individual to deliver and to oversee the delivery of Services to Client.

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

- 1. Services.** Services as set out in Addendum 1 shall be provided for the term of the Services Agreement.
- 2. Office Space, Equipment, and Supplies.** Client shall provide Consultant, without cost, access to and use of available office space, equipment, and supplies at its administrative offices or other mutually agreed upon facility. Consultant agrees to observe Client's normal security and safety rules while using such facilities.
- 3. Costs.** Consultant will bill Client, and Client will pay as Fees, any travel and lodging expenses incurred by Consultant personnel in the provision of Services subject to prior written approval by Client. Lodging expenses will include hotel expenses and will apply where Consultant personnel are required to stay overnight. Travel expenses may include airfare if Consultant employees are required to travel by air to reach Client's offices. Travel may include the cost of a rental car. If a Consultant employee uses a personal vehicle, mileage will be charged at the then-currently published IRS reimbursement rate. When a Consultant employee is at or traveling to Client's offices, there will also be a fifty dollars (\$50) per diem amount charged for meals and incidentals.
- 4. Fees and Charges.** Client shall pay those Fees described in Schedule 1 ("Fees").

Schedule 1
Fees

Fees shall be:

1. **CBO Support Services Fee:** One Hundred and Ninety-Two Thousand dollars (\$192,000.00) per year. Provided, however, that the first year will be pro-rated by 108.33% based on June 1, 2022, start date, plus applicable taxes (such amount to be deemed the “CBO Support Services Fee”).
2. **Travel, Lodging and other Out of Pocket Costs:** To be paid by Client pursuant to Section 3 of Exhibit B (“Services, Fees and Charges”).
3. **Additional Consulting/Training:** To be paid by Client pursuant to Section 3 of Exhibit B (“Services, Fees and Charges”).

Consultant shall invoice, and Client shall pay:

1. CBO Support Services Fee shall be invoiced monthly on or about the last day of each month starting with June 1, 2022, at the rate of Sixteen Thousand dollars (\$16,000) per month.
2. Travel, Lodging and other Out of Pocket Costs shall be invoiced monthly starting at the end of month of Effective Date.
3. Additional Consulting/Training shall be invoiced monthly starting at the end of month of Effective Date.

(C) Fee Increases:

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

ADDENDUM 1
STATEMENT OF WORK

Consultant shall be responsible for maintaining an accurate financial system of record but shall not have the authority to make any management-level decisions nor make any recommendations to the Client's governing body. Such decision-making authority and responsibility for making recommendations to Client's governing body shall be exclusive to the Client's Director or designee. Client shall manage the school's day-to-day operations as its administrative manager.

Consultant shall implement the necessary software and set up the systems required to provide Services remotely including training of Client designated liaison.

Consultant shall perform the CBO Support Services functions indicated below under the direction and supervision of Client. Client's designated staff shall assist with the functions indicated below with support from Consultant:

#	Item	Client	Consultant
1.	Keep the Director informed on the business affairs of the school.		✓
2.	Respond to requests for financial/accounting information from Director and others in a timely manner.		✓
3.	Evaluate accounting procedures, systems, and controls in all school departments and recommend improvements in their design, implementation, and maintenance.		✓
4.	Maintain a continuous auditing program for all funds and assist the school's independent and internal auditors in conducting the annual or periodic audits.	Assist with non-business office items	✓
5.	Ensure that accounting systems comply with applicable laws and regulations.		✓
6.	Develop periodic cash flow analysis to aid in determining cash available for investment and payment of bills.		✓
7.	Oversee preparation of monthly bank reconciliations.		✓
8.	Prepare and enter all budget adjustments, additions, and deletions.	Approved by Client	✓

#	Item	Client	Consultant
9.	Review all expenditure requests, purchase orders, and check requests and maintain control of budget by verifying availability of funds and proper account coding.	Final approval of all PO's	✓
10.	Assist in the preparation of the budget and development of long- and short-range objectives for the business operations of the school.	Final approval of Budget	✓
11.	Ensure that business operations support the school's goals and objectives.	Assist with non-business office items	✓
12.	Comply with policies established by federal and state law, CDE, and local board policy in area of business operations.	Assist with non-business office items	✓
13.	Compile, maintain, and file all physical and computerized reports, records, and other documents as required.	Assist with physical records kept at Client's location	✓
14.	Prepare and evaluate monthly financial statements by funding source and related budget reports.		✓
15.	Develop financial information for submission of data to CDE as required.	Client shall approve all submittals to outside agencies	✓
16.	Oversee quarterly and annual reports for all grant funds.		✓
17.	Prepare all board, administrative, and staff reports in a timely and professional manner.	Assist with non-business office items	✓ Consultant shall be responsible for Financial and business office related reports only
18.	Participate on board meetings remotely (via Zoom or conference call) and make presentations to the board.		Remotely via Zoom or conference call
19.	Prepare Financial schedules for grant applications and compliance reports.		✓

#	Item	Client	Consultant
20.	Purchasing:		
	a) Punch Out Purchasing administration		✓
	b) Purchase Requisitions and Approval workflow	Approve PO's	✓
	c) Purchasing and Ordering	✓	
	d) Receiving and Distribution of goods and services	✓	
21.	Accounts Payable:		
	a) Scanning and uploading invoices and back up documentation to Consultant	✓	
	b) Processing Vendor Invoices	✓	✓
	c) Processing Accounts Payables	Approve all payments	✓
	d) Print and mail checks	✓	
22.	Cash receipts:		
	a) Process cash receipts and bank deposits	✓	
	b) Record deposits		✓
23.	Human Resources:		
	e) Applicant tracking and processing	✓	
	f) Employee HR files	✓	
	g) Benefits management	✓	
	h) STRS/PERS Appointments		✓
	i) Contributions and Deductions	✓	✓
	j) Time and Attendance records collection and upload for Payroll	✓	

#	Item	Client	Consultant
	k) Employee Online Portal administration		✓
24.	Payroll:		
	a) Payroll processing a. Paychecks b. Direct Deposits	Approve Payroll Registers	✓
	b) Payroll Liabilities processing a. Health & Welfare b. Garnishments c. Federal and State Payroll Taxes		✓
	c) 941 preparation and filing		✓
	d) STRS/PERS a. reporting b. tracking		✓
	e) EDD filings and responses		✓
	f) Credential monitoring and management	✓	✓
	g) Time and Attendance	✓	
	h) Payroll Reporting a. Monthly, b. Quarterly, and c. Annual (including W2 and 1095).		✓

SCHOOLABILITY, LLC

By: _____

Alfredo Diaz
Manager & CEO
schoolAbility, LLC

CHICO COUNTRY DAY CHARTER SCHOOL

By: _____

WENDY FAIRON

TITLE: DIRECTOR OF EDUCATION

DATE: _____

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Chico Country Day School

CDS Code: 04-61424-6113773

School Year: 2022-23

LEA contact information:

Wendy Fairon

Director of Education

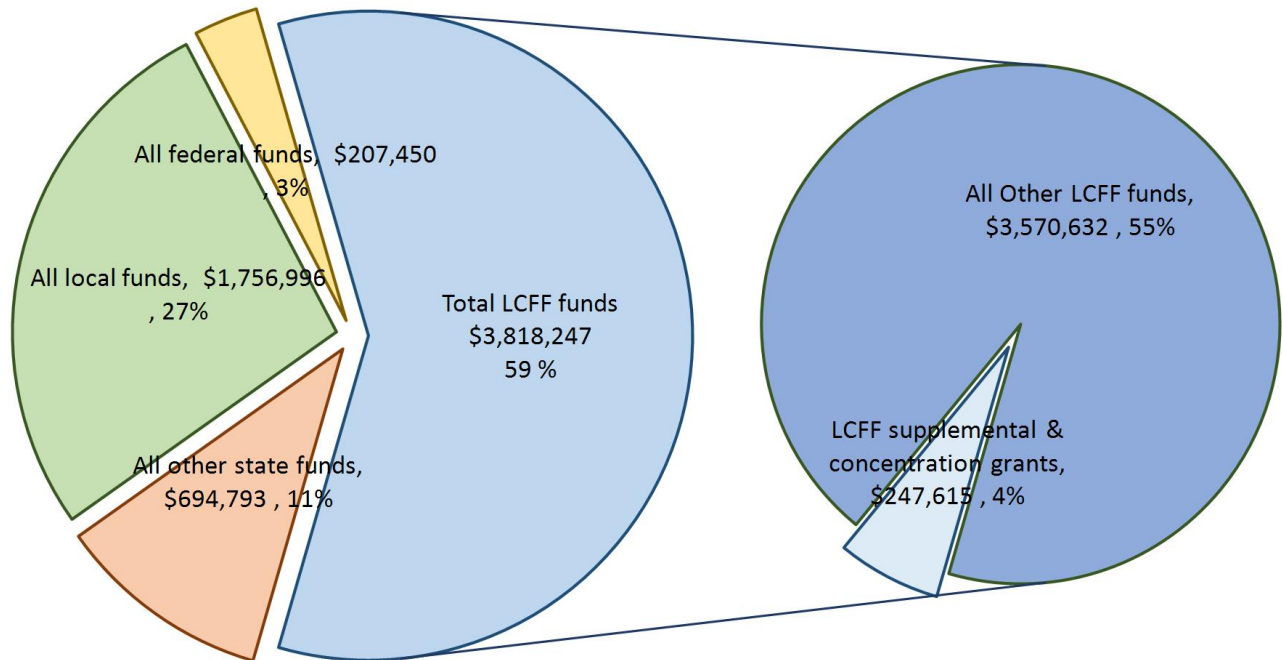
ctrout@chicocountryday.org

(530) 895-2650 x866

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2022-23 School Year

Projected Revenue by Fund Source



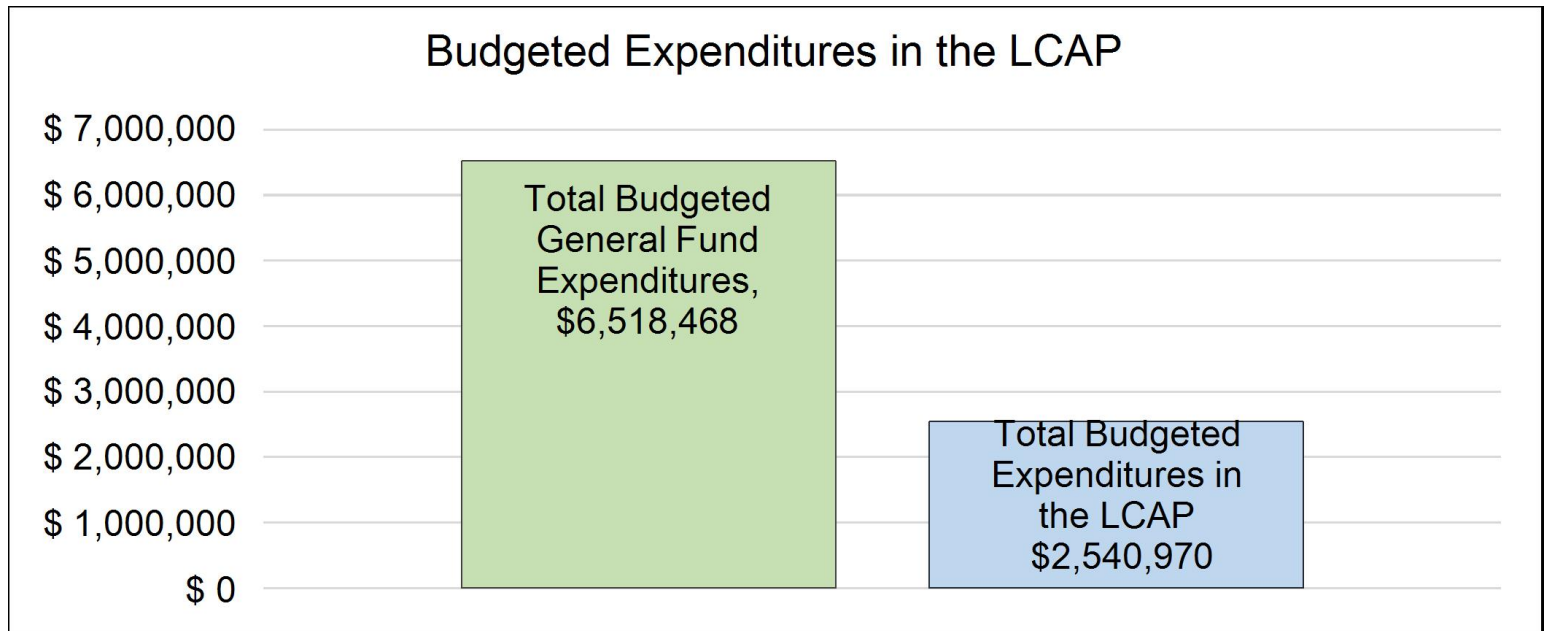
This chart shows the total general purpose revenue Chico Country Day School expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Chico Country Day School is \$6,477,486.00, of which \$3,818,247.00 is Local Control Funding Formula (LCFF), \$694,793.00 is other state

funds, \$1,756,996.00 is local funds, and \$207,450.00 is federal funds. Of the \$3,818,247.00 in LCFF Funds, \$247,615.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Chico Country Day School plans to spend for 2022-23. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Chico Country Day School plans to spend \$6,518,467.91 for the 2022-23 school year. Of that amount, \$2,540,970.00 is tied to actions/services in the LCAP and \$3,977,497.91 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

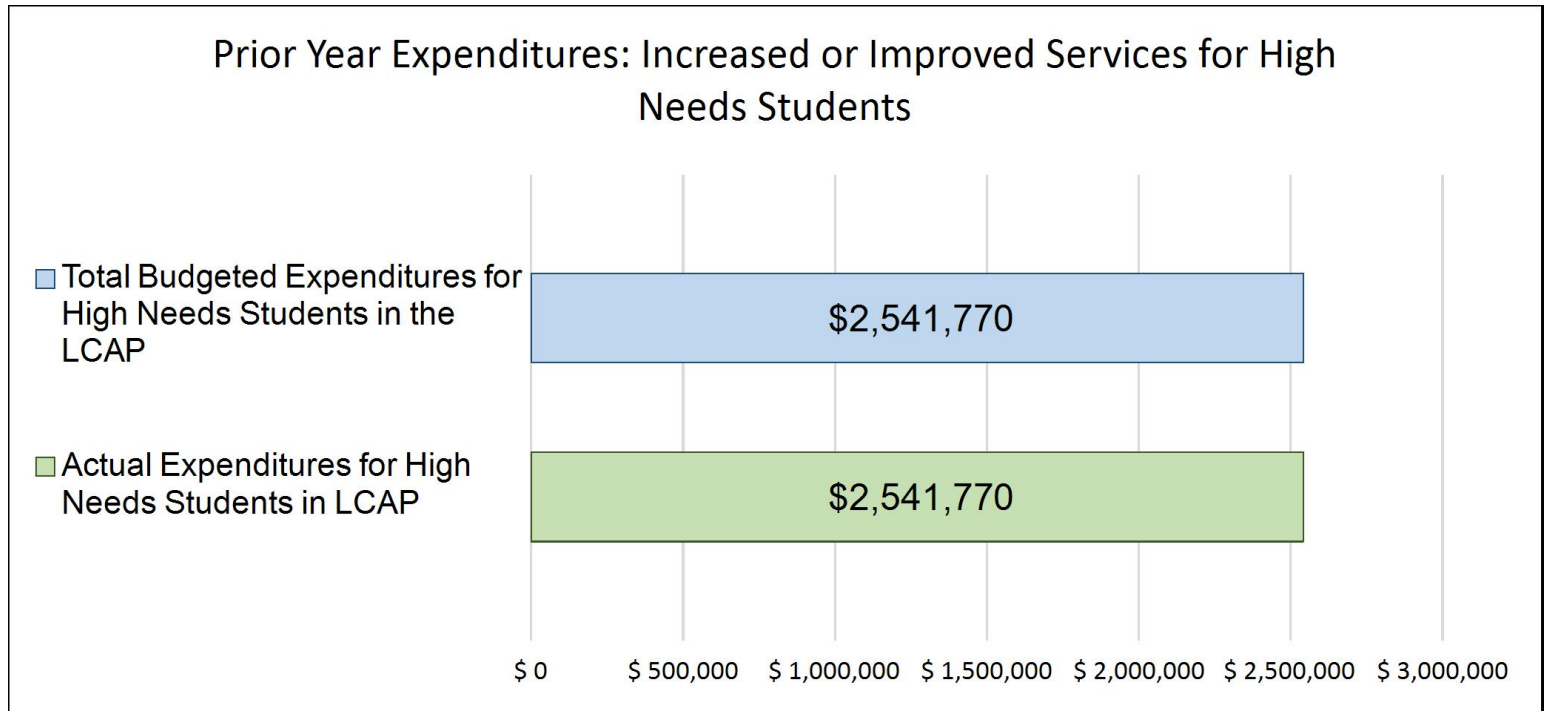
Student intervention, student support services, staff professional development, and technology improvement

Increased or Improved Services for High Needs Students in the LCAP for the 2022-23 School Year

In 2022-23, Chico Country Day School is projecting it will receive \$247,615.00 based on the enrollment of foster youth, English learner, and low-income students. Chico Country Day School must describe how it intends to increase or improve services for high needs students in the LCAP. Chico Country Day School plans to spend \$247,615.00 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2021-22



This chart compares what Chico Country Day School budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Chico Country Day School estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2021-22, Chico Country Day School's LCAP budgeted \$2,541,770 for planned actions to increase or improve services for high needs students. Chico Country Day School actually spent \$2,541,770 for actions to increase or improve services for high needs students in 2021-22.

The difference between the budgeted and actual expenditures of \$0 had the following impact on Chico Country Day School's ability to increase or improve services for high needs students:

RTI, Social Worker/Counselor, Math Professional development, anti-racist and bias training for all staff, attendance monitoring support staff and, administrators implementing restorative practices.

Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Chico Country Day School	Wendy Fairon Director of Education	wfairon@chicocountryday.org (530) 895-2650 x866

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).

LEA will hold Family Collaboratives to engage educational partners 4 times a year . CCDS will uses Kelvin pulses to survey families, and all board meetings are open to the public.

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

We currently don't meet the criteria for concentration grant add-on funding. Not applicable at this time.

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

Parent survey for summer needs

1/14/22, 1/18/22 1/24/22

Survey sent to parents to determine interest in extended summer enrichment program and after school program

Focus groups on LCAP goal 3- Community Partner Needs

11/30/21, 12/2/21

Parents voiced increase in communication from school, transparency and more opportunities to be involved in their child's educational experience

Family Collaborative Meetings

12/3/21

Two family collaboratives were held to gather input on school inclusion and belonging goal

CCDS All Staff Meeting

12/7/21

To gather input on inclusion and belonging goals

Parent Survey on Culture and Climate at CCDS

To be sent on 2/7/22

In progress

Student Survey on Student Climate

2/7/22

In progress

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

Funds being used to pay staff to support tier 2 and 3 students in academic and behavior needs. Staff provides direct instructional services for students for all academic areas.

Professional development in Cognitively Guided Instruction for certificated and classified staff, with continued coaching throughout the year.

Providing programming to foreign language, foreign language instruction, arts and music

Successes: We were able to hire a fully credentialed teacher to support our tier 2 and 3 students. Our certificated and classified staff will have had a total of 15 days of Cognitively Guided Instruction in math. We have two credentialed teachers providing foreign language and art

instruction and one in the process of becoming fully credentialed providing music education. This is important to note due to national teacher shortages during this pandemic.

Challenges: Due to quarantine requirements during the pandemic, services have been inconsistent across all grade levels to our tier 2 and 3 students. In addition, due to quarantine requirements and the need for independent study, teachers need additional time to create a cohesive educational experience for all students, regardless of where they are learning. One challenge we really hope to address, is to determine a way to maintain consistent engagement with our educational partners while following the guidance from our public health department.

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.

To ensure high quality work, we are continuing to support exhibitions, student led conferences, and providing appropriate instructional materials to optimize learning. We are continuing with professional development in math as outlined in LCAP goal 2. We are also funding staff to support the social-emotional needs of students on campus consistent with our LCAP goal 3. In addressing LCAP goal 4, we are coordination tier 2 and 3 academic and social-emotional supports for our students.

Instructions for the Supplement to the Annual Update for the 2021–22 Local Control and Accountability Plan Year

For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan (LCAP), please contact the local county office of education (COE), or the California Department of Education’s (CDE’s) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs

to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA’s educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

- The 2022–23 Budget Overview for Parents
- The 2021–22 Supplement
- The 2022–23 LCAP
- The Action Tables for the 2022–23 LCAP
- The Instructions for the LCAP Template

As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA’s 2022–23 LCAP.

Instructions

Respond to the following prompts, as required. In responding to these prompts, LEAs must, to the greatest extent practicable, provide succinct responses that contain a level of detail that will be meaningful and accessible for the LEA’s educational partners and the broader public and must, to the greatest extent practicable, use language that is understandable and accessible to parents.

In responding to these prompts, the LEA has flexibility to reference information provided in other planning documents. An LEA that chooses to reference information provided in other planning documents must identify the plan(s) being referenced, where the plan(s) are located (such as a link to a web page), and where in the plan the information being referenced may be found.

Prompt 1: *“A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).”*

In general, LEAs have flexibility in deciding what funds are included in the LCAP and to what extent those funds are included. If the LEA received funding through the Budget Act of 2021 that it would have typically included within its LCAP, identify the funds provided in the Budget Act of 2021 that were not included in the LCAP and provide a description of how the LEA has engaged its educational partners on the use of funds. If an LEA included the applicable funds in its adopted 2021–22 LCAP, provide this explanation.

Prompt 2: *“A description of how LEA used, or plans to use, the concentration grant add-on funding it received to increase the number of staff*

who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.”

If LEA does not receive a concentration grant or the concentration grant add-on, provide this explanation.

Describe how the LEA is using, or plans to use, the concentration grant add-on funds received consistent with California *Education Code* Section 42238.02, as amended, to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to students on school campuses with greater than 55 percent unduplicated pupil enrollment, as compared to schools with an enrollment of unduplicated students that is equal to or less than 55 percent.

In the event that the additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, describe how the LEA is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Prompt 3: *“A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.”*

If the LEA did not receive one-time federal funding to support recovery from the COVID-19 pandemic and the impacts of distance learning on students, provide this explanation.

Describe how and when the LEA engaged its educational partners on the use of one-time federal funds it received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students. See the COVID-19 Relief Funding Summary Sheet web page (<https://www.cde.ca.gov/fg/cr/relieffunds.asp>) for a listing of COVID-19 relief funding and the Federal Stimulus Funding web page (<https://www.cde.ca.gov/fg/cr/>) for additional information on these funds. The LEA is not required to describe engagement that has taken place related to state funds.

Prompt 4: *“A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.”*

If an LEA does not receive ESSER III funding, provide this explanation.

Describe the LEA’s implementation of its efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan to date, including successes and challenges.

Prompt 5: *“A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.”*

Summarize how the LEA is using its fiscal resources received for the 2021–22 school year to implement the requirements of applicable plans in a manner that is aligned with the LEA’s 2021–22 LCAP. For purposes of responding to this prompt, “applicable plans” include the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

California Department of Education
November 2021

Local Control Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Chico Country Day School	Wendy Fairon Director of Education	wfairon@chicocountryday.org (530) 895-2650 x866

Plan Summary [2022-23]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Chico Country Day School, a public charter school, serves approximately 560 students in the city and surrounding areas of Chico, California. Enrollment at this school is by lottery and the student population represents the many diverse neighborhoods of Chico. Our demographic breakdown is approximately 69.03% White (Non-Hispanic), 24% Socio-economically Disadvantaged, 9.7% Students with Disabilities, and 14.51% Hispanic. CCDS offers a broad and enriched K-8 curriculum. Our instructional strategies include project-based learning and a focus on deeper learning competencies. Relationships are at the core of what we do, an essential function of schooling is to foster the creation of deep and meaningful relationships. Traditional core subjects: math, science, history, and English will be integrated into projects.

Chico Country Day School values the following:

Collaboration – We believe that people have a voice and that collaboration between teachers, parents, students, and staff will produce the best results for our students

Deeper Learning – We believe in utilizing Innovative Educational Practices to deepen learning because we want students to learn how to learn. Our teaching styles are driven by current educational research. We foster an environment where both students and teachers are committed to high expectations for quality work and character/citizenship.

Joyful learning – We value joy in our learning environment and it starts with our staff being joyful learners. Students can only catch the “joy of learning” from how we lead and teach.

Responsiveness – We value responsiveness as an organization. Our goal is to shift and change as quickly as we can when we face challenges or find opportunities to change for the better

Community Connection – We value connection to each other, to the broader community of Chico, and to the world.

Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

21-22 Success

Please note: Due to factors surrounding the novel coronavirus (COVID-19) pandemic, testing participation in 2020–21 varied. Care should be used when interpreting results.

During the 2020-2021 school year CCDS 3rd-8th grade students participated in the Smarter Balanced Summative State assessment (CAASPP) in ELA and Math. In ELA 59.83% of all students met or exceeded the standard. This was higher than the State average which was 49.01% of all students who met or exceed the standard statewide. Twenty-one percent of CCDS students nearly met the standard while 18% did not meet the standard in ELA.

In Math, 46.41% of all CCDS students met or exceeded the standard. The State average for Math was 33.76%.

In both ELA and Math CCDS students are meeting or exceeding the standard at a higher rate than all students in the State.

In Science, 38.79% of our 5th and 8th-grade students met or exceeded the standard for science. THIs

21-22 Fastbridge LEA local assessment

This is our first year of full implementation with Fastbridge. We used it to progress monitor our RTI students and also to create intervention groups. Teachers used it to target student areas of need. During our SST process, Fastbridge data was used to create goals for students. Our reading assessment for 2nd-8th grade students shows that 10% of our students are at high risk and in math, we have 8% of students at high risk. In reading 70% of students are at low risk and in math, 60% are at low risk. For students in Tk-1st grade, we have 71% of them at low risk in early math and 36% of Tk-1st grade students at low risk in early reading. As we continue to put systems to support the implementation of our local assessment students and teachers will feel more comfortable administering and taking the test.

District Fastbridge Spring Benchmark (End of year) Results

Low-risk/College Pathway students fall within the 40th-99th percentile

Some risk students fall between the 15th-39th percentile

High-risk students fall below the 15th percentile

aReading 2nd-8th grade

Low-risk/college pathway- 70%

Some risk-20%

High risk-10%

aMath 2ns-9th grade

Low-risk/College Pathway-60%

Some Risk- 23%
High risk-8%

Early Math TK-1st
Low risk- 71%
Some risk-20%
High-risk- 12%

Early Reading Tk-1st
Low risk- 36%
Some risk- 38%
Hight risk-26%

20-21 Success

CCDS has committed to providing high-quality work and a culture of belonging for all students. As we implement Project-Based Learning, this allows CCDS to focus on adapting to students' needs in preparing them for high school and beyond. Our educational program is designed to challenge, engage, and empower students. We aim to do work that matters in this world because our students are living life now, not merely preparing for something they will encounter once their formal education years have finished. In measuring this, our successes are as follows.

Chico Country Day's student data from our LCFF evaluation rubrics for English Language Arts and mathematics show that overall, academic performance has improved. For overall students, ELA is currently blue and math is currently green. As the 2018 and 2019 SBAC results were compared and analyzed by stakeholder groups at Chico Country Day, the findings were extremely positive. 2018/2019 SBAC results showed us that 72% of the students overall are in the "Standard Met or Exceeded" category in ELA and 60% of the students are in the "Standard Met or Exceeded" category in Math. Student performance in ELA is 47.2 points above standard with an increase of 8.8 points and 15.5 points above standard in math with an increase of 4.7 points from the previous year. Our Hispanic and socioeconomically disadvantaged student subgroups are in the blue performance group for ELA and the green performance group for math.

Response to Intervention for academic performance is in the fourth year of practice with fidelity. Classroom teachers are working closely with the RTI teams to provide improved services. A team approach to identifying targeted students and providing as many tiered services for them in the classroom has happened as a result. Our local performance indicator, AIMSWEB, shows that our students' reading levels are above the average in California.

We continue to support students through our MTSS model as we see areas of concern through data collection with our Kelvin pulse, counseling referrals, and coordinated family outreach. Additional administrative and counseling staff were allocated this year as a result of the COVID-19 pandemic and continued supports were available for those impacted by the Campfire. We have provided trauma-informed

practices and the staff has learned about ACES as well as working with students in trauma. PBIS practices continue being implemented as we transitioned to our hybrid and in person model. Targeted social-emotional learning has continued this year with a focus on tier 3 students.

Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

21-22 Identified needs

Dashboard

In ELA and Math for each of the area achievement level descriptors, we had a high percentage of students who were in the near-standard performance level. This means we have an opportunity to target these students and move them to standards met or standards exceeded.

ELA

Reading: 62% of all students were near-standard

Writing: 59% of all students were near-standard

Listening: 74% of students were near-standard

Research and Inquiry: 61% of students were near-standard

Math

Concepts and Procedures: 52% of students were near-standard

Problem Solving and Modeling and Data Analysis: 56% of students were near-standard

Communicating Reasoning: 65% of students were near-standard

Fastbridge

Based on our data we saw a 19% decline from fall to spring in our early reading assessment for TK-1st grade. In our early math assessment we show a 7% decline from the fall to spring benchmark however we have a consistent 70% or higher of students meeting the math benchmark. Students in 2nd-8th had a 1% decline from fall to spring in their ELA scores. In math students in 2nd-8th grade had a 5% decline from fall to spring. In both ELA and Math, we had about 33% of students who fell below the benchmark.

20-21 Identified Needs

CCDS continues to develop continuous improvement cycles by developing data points and the human capacity for analysis of progress and needs. Through the LCAP process and our Western Association of Schools and Colleges (WASC) accreditation, our stakeholders have identified math instruction as an area of need. While the CCDS Dashboard showed math scores increased last year and the LCFF evaluation

rubric for math is at the green, we feel the school could improve for specific subgroups including students with disabilities and socioeconomically disadvantaged students. Both of these groups are performing below standard. In addition, the math curriculum has been voiced as an area of need from stakeholders.

Our latest CA Dashboard indicators from 2019 show our socioeconomically disadvantaged subgroup made significant progress in math, increasing by 26.7 points to only 3.5 points below standard. Our students with disabilities declined 6.8 points to 59.8 points below standard. While this improvement for socioeconomically disadvantaged students is significant, we think both subgroups can improve with curricular changes, focused intervention efforts, and professional learning for staff. As a result of these trends, our focus will be on increasing student learning in math. The primary focus will be on providing training for all staff on Cognitively Guided Instruction which has shown to increase teachers' ability to teach math. We will also be piloting and adopting a new curriculum in the upcoming school years. Of course, this will be dependent upon the COVID-19 response and campus re-openings guidelines from the state.

Our local assessment indicator Aimsweb was administered in the Winter and Spring for students in TK-8th grade. End-of-year results show that CCDS students in Literacy/Reading scored 74% average to well above average. With only 26% scoring in the well below average to the below-average range. In math, 75% of students scored in the average to well above average range, and 25% of them scored in the well below average to the below-average range. Aimsweb Spring results indicated that our grade levels with needs in literacy/reading are our TK students since 77% of them were well below or below average. Our Kindergarten students were 66.5% well below average and below average. In math, our grade levels who showed the most need were TK, Kindergarten, and fourth grade. Seventy percent of TK students scored in the well below average to the below-average range. In Kindergarten 48% of the students were in the well below average to the below-average range. Thirty-six percent of our 4th-grade students were in the well below average to the below-average range. A possible factor to our grade levels who were identified is the length of the assessment as well as the impact that the COVID pandemic had on our younger students. Aimsweb is one data point used at CCDS to align intervention services to students. Next year we will be using Fastbridge which will allow us to assess students' discrete skills in reading and math.

Other areas that we are actively monitoring are Chronic Absenteeism and Suspension rates. The changes reflected in the LCFF evaluation rubrics for the 2018/2019 school year where those colors are yellow and orange respectively, is thought to be a reflection of the Campfire disaster and the trauma that ensued for some students. Over half of the students that were Chronically Absent had an 88.5% to 89.9% attendance rate, where the cut-off is 90% attendance for being considered Chronically Absent. Suspension rates increased by 0.7% to 1.5%. We believe this is a reflection of students managing trauma related to the Campfire disaster. Total students suspended increased by 4 students, some of which were Campfire victims. The percentage of students suspended at least once over the past three years has minimally changed. As a result of the small number of suspensions and the size of our subgroups, one or two students can make a significant impact on our LCFF evaluation rubric performance level. We continue to support students through our MTSS model as we see areas of concern. Additional administrative and counseling staff were allocated this year as a result of the COVID-19 pandemic. We have provided trauma-informed practices and trained the staff in ACES as well as working with students in trauma. PBIS is continued and targeted social-emotional learning groups have continued this year with a focus on tier 3 students.

To date, California has not established standardized definitions of "student success" or "college and career readiness" As such the metrics included in the CA School Dashboard and the UC/CSU A-G requirements have become the de facto definition of success. To better serve

our community and to ensure that each and every student has an equitable opportunity to develop and demonstrate a broader set of competencies that will increase their opportunities for success in college and/or career, we will partner with stakeholders to develop a holistic definition of student success that will be adopted as the LEA's graduate profile. This will help ensure each and every CCDS student has an equitable opportunity to develop and demonstrate a set of competencies articulated in the graduate profile.

After analysis of stakeholder's feedback and local Kelvin pulses, two significant themes were identified: mental health and social-emotional needs. Research has demonstrated how trauma significantly impacts learning. By appropriately addressing trauma, social-emotional, and behavioral needs of students, specifically, those disproportionately impacted by the COVID-19 pandemic and Campfire, student educational outcomes can be improved, including academic outcomes. Identifying and creating practices and policies to increase access to school-based social-emotional resources and positive behavior intervention systems and/or restorative justice programs, including trauma-informed mental health services, as well as extracurricular and after-school/enrichment programs will help address our mental health and social-emotional needs.

LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

Through stakeholder meetings and analysis of our state and local data, four goals have been identified:

Goal 1- Ensure High-Quality Work: Begin implementation of our Graduate Profile to ensure every student has equitable opportunity to create high-quality work characterized by complexity, authenticity, and craftsmanship that invites family and community members to participate in student learning and reflection.

Goal 2- Enhance Student-Centered Instruction: CCDS teachers design classroom instruction that provides access and challenge for all students, encouraging them to grapple, share their thinking, and construct knowledge together.

Goal 3: Nurture a Culture of Belonging and Connection: CCDS will create a safe, inclusive, and equitable environment where all students feel a sense of belonging, are supported with social-emotional needs, develop strong relationships, and experience joy.

Goal 4: Support For Struggling Students: CCDS provides targeted interventions to students in need of additional support.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

N/A

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

N/A

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

N/A

Engaging Educational Partners

A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.

21-22 Engagement

Opportunities for educational partner engagement:

September 9th, 2021 LCAP overview Educational partners meeting

October 26th, 2021 LCALP goal 3 Educational partners meeting

November 30, 2021, Focus Group about LCAP goal 3

December 2, 2021, Focus Group about LCAP goal 3

December 3, 2021, Family Collaborative with educator partners regarding LCAP goal 3 held two sessions (morning and evening)

December 6, 2021, Shared the graduate profile through our e-flier

December 18, 2021 Board meeting LCAP update

January 13, 2022, Parent Coffee Social- open discussion

January 14, 2022, Summer Enrichment survey was sent out to educational partners

February 9th, Board Meeting Mid-year LCAP report

March 7, 2022, Focus group for LCAP goal 1 and 2

March 28, 2022, Summer Enrichment update to families

May 11, 2022 LCAP survey results and LCAP goal 4 updates shared

May 19, 2022, Family Collaborative regarding WASC process and overall school goals

42 CCDS Parent E-liners sent out every Monday via Parent Square communication information includes:

Surveys, admin updates, safety, school events, student-led conferences, exhibition, PBL academic programs, etc.

Surveys sent out via Kelvin

January 31, 2022 -February 13, 2022, Student Climate Survey

March 4, 2022-March 11, 2022, All Staff Climate and Culture Survey

April 16, 2022-April 29, 2022 Parent Climate Survey

May 12, 2022-May18, 2022 Graduate Profile Awareness survey

May 18, 2022-May 31, 2022, Family Community Engagement rubric and California State Standard Implementation survey sent to teachers and staff

Staff meetings:

October 27, 2021, Discussion on LCAP goal 3

November 17, 2021, Discussion on LCAP goal 3 and focus groups

December 8 & 15, 2021 Inclusion planning and sharing out with staff

January 19, 2022, Fastbridge assessment implementation and Altitude progress reports check-in

February 16, 2022, Graduate Profile ongoing feedback
April 13, 2022, Altitude Assessment and WASC alignment with LCAP goals

2020-2021 Engagement

Board meetings

September 23, 2020:

At this meeting, the administrative team conducted an informational presentation about the Learning Continuity and Attendance plan local indicators, goals and actions. Parents, teachers and board members were present to discuss and provide feedback.

October 9, 2020:

At this meeting, the administrative team conducted an informational presentation about the LCAP and local indicators, goals, and actions. Learning Continuity and Attendance data were presented. Dashboard progress was not available due to school shutdowns in March 2019. Parents, teachers, and board members were present to discuss and provide feedback.

March 24, 2021:

At this meeting, the administrative team presented on Graduate Profile development and collaboration with Silicon Schools grant Parents and teachers and board members were present to discuss and provide feedback.

Parent Communications, Meetings, and Surveys:

October 9, 2019: LCAP/WASC Stakeholder meeting

At this meeting, the administrative team presented progress towards goals regarding WASC and the LCAP. Discussion and input were facilitated with the group. Survey results, test scores, discipline data, attendance rates, and information on the educational program were provided. Parents and teachers were present. Due to school closures because of the pandemic, the 19/20 LCAP was not adopted however this meeting helped guide the work and establish a foundation for the direction of the 21/22 LCAP.

Sept- LCP posted on the website

February 2, 2021

A family survey was sent out to Tk-3rd grade parents to gather input on family and student needs. Families identified reading support, counseling, and socialization as a need.

February 19, 2021

A teacher pulse was sent via Kelvin to gather input on teacher needs.

4/14/21

Director of Education, Wendy Fairon, sent out a communication regarding the Graduate Profile with a link for stakeholder comments.

March 12, 2021

A family survey was sent out to 4th-8th grade parents to gather input on family and student needs.

April 12, 2021

Newsletter/Eflyer: Invitations for Stakeholder meetings and information about the LCAP progress provided.

April 19, 2021

At this meeting, the admin team lead an interactive brainstorming session with parents regarding the Expanded Learning and LCAP Goals

Surveys

Parents were provided a climate and input survey in April, gathering 76% of our family's responses. Data gathered and analyzed by the team to determine actions and services.

Staff and student surveys were sent out in February and April and analyzed by the team to determine actions and services provided as a result of the COVID-19 campus closures.

Staff Meetings

February 17, 2021

At this meeting, the Director of Education and Bryanna Hanson, from Altitude Learning, presented a breakdown of progress report data and competence-based score.

February 3, 2021: Staff meetings

At this meeting, the administrative team and Altitude Learning presenter discussed the Graduate Profile design process.

April 21, 2021

At this meeting, the administrative team leads a brainstorming session to collect ideas on mental health and social-emotional learning, academic student support services, family needs, equity, diversity, and inclusion.

A summary of the feedback provided by specific educational partners.

The themes that emerged in reviewing the data collected from stakeholder input were the continuation of high-quality work through project work, exhibitions, and the development of attributes that enable us to interact effectively and harmoniously with other people. In addition, parents supported our continued work with implementing equitable and inclusive practices.

These themes led to the identification of needs resulting in future actions or services in this Local Control Accountability Plan.

- Continued support in project-based learning, ensuring students participate in high-quality work and adapt to student's needs in preparing them for high school and beyond. (Goal 1 and 2)
- Continued support for struggling students. (Goal 4)
- Continued focus on an inclusive environment. (Goal 3)

A description of the aspects of the LCAP that were influenced by specific input from educational partners.

Continued support in project-based learning, ensuring students participate in high-quality work and adapt to student's needs in preparing them for high school and beyond. (Goal 1 and 2)

- Continued support for struggling students. (Goal 4)
- Continued focus on an inclusive environment. (Goal 3)

Goals and Actions

Goal

Goal #	Description
1	Ensure High Quality Work: CCDS students create high-quality work characterized by complexity, authenticity and craftsmanship that invites family and community members to participate in student learning and reflection.

An explanation of why the LEA has developed this goal.

All learners benefit from creating high-quality and authentic work which entails frequent feedback targeting students' learning needs, while providing students with information to develop their work. As the process, effort and strategies involved in accomplishing this work are focused upon, students come to understand that learning is the result of cumulative effort. This, in turn, improves their resilience and academic achievement (Dweck, 2000) State priorities 1,3,7,8

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Student project exhibitions include evidence of reading, writing, or mathematical reasoning skills aligned with CCSS.	95%	95%			100%
Students engage in project based learning or exhibition	95%	95%			100%
Families attending a student led conference (which includes our unduplicated)	95%	95%			100%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Family survey responses indicate strongly agree and agree with: "CCDS provides a high quality educational program for all students."	79%	87%			100%
Percent of credentialed teachers	100%	email, surveys, in person meetings, virtual meetings, focus groups, family collaboratives			100%
Percent of students with access to CCSS aligned curricular materials	100%	100%			100%
Percent of students with access to CCSS aligned curricular materials.	100%	100%			100%

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Exhibits and Student-Led Conferences	Continue to host exhibitions and invite community members to participate. Demonstrate conditions of learning are met. Additionally, CCDS will continue to implement student-led conferences where families will hear from their children about their learning, reflection on academic and social-emotional learning (SEL) growth, and goals for the year. ²	\$2,500.00	No

Action #	Title	Description	Total Funds	Contributing
1.2	Basic Services	Provide high-quality credentialed teachers, appropriate instructional materials, and well-maintained facilities to optimize learning.	\$4,001,888.00	No

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

No substantive differences in planned actions

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

No difference between budgeted expenditures and estimated actual expenditures

An explanation of how effective the specific actions were in making progress toward the goal.

Action 1.1 and 1.2 allowed us to continue doing student exhibitions and student lead conferences. Each grade level hosted an exhibition and offered multiple times for families and the students to participate. We held exhibitions in the fall and the spring. Student led conferences took place twice this year.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

No changes were made to this goal or metrics.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
2	Enhance Student-Centered instruction: CCDS teachers design classroom instruction that provides access and challenge for all students, encouraging them to grapple, share their thinking, and construct knowledge together.

An explanation of why the LEA has developed this goal.

Our educational program is designed to challenge, engage and empower students and in supporting Project-based Learning. CCDS intends to provide equity and access to curriculum while challenging diverse learners. Research show that a pedagogy that asserts that students learn best by experiencing and solving real-world problems increases engagement, deepens learning and provides access to all students (Barron & Darling-Hammond, 2008) . State priorities 2,4,6,8

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CA Dashboard ELA indicator will maintain or increase	All student group: 18-19 school year Blue (47 points above standard)	All student group: 20-221 school year students meeting or above standard 60%			Maintains or improve
CA Dashboard Math indicator will maintain or increase	All student group: 18-19 school year Green (15 points above standard)	All student groups: 20-21 school year students meeting or above standard 46%			Maintain or improve
Number of faculty trained and participating in Project Based Learning	100%	100%			100%
English language learner progress (CA Dashboard) and ELPAC reclassification rates	N/A (Too few students to report publicly)	N/A (Too few students to report publicly)			

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Number of student survey responses positively indicate the statement "Adults at my school believe that I can be successful." And answer positively to the question "Do you work that matters?"	86%	<p>Survey question: My teacher believes in my ability to learn. 93% positive response</p> <p>Survey question: I feel challenged by the work I do at school. 73% positive response.</p>			100%
Number of students meeting end of year Fast Bridge benchmarks	N/A	<p>End of year results</p> <p>Early reading Tk-1st at benchmark: 36%</p> <p>Early math Tk-1st at benchmark: 71%</p> <p>ELA 2nd-8th at benchmark: 70%</p> <p>Math- 2nd-8th at benchmark: 66%</p>			75%
Number of students who are "Meeting " and "Advanced" in competency based measures used in Altitude (EPMA)	75%	75%- will not use this metric next year			100%
CA Dashboard Science (CAST) will maintain or increase	N/A	All students groups 20-21 school year students meeting or above standard: 39%			maintain or increaseUtilizn
Utilizing CSSI standards rubric: current staff self	90%	<p>ELA/Literacy- 80%</p> <p>Math-76%</p> <p>Science/NGSS-55%</p>			100%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
analysis (implementation of CCSS)					
School communiity knowledge of CCDS graduate profile	15%	Parents/Guardians: 63% Students: 79% CCDS Staff: 86%			100%

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Professional Learning (ELA, PBL) and Graduate profile	Provide professional learning experiences aligned with EL Curriculum ad PBL for staff, Director of Education will spend 10% of her time implementing, revising and engaging stakeholders with the graduate profile.	\$28,130.00	No
2.2	Math-professional development and Curriculum	Professional development on cognitively guided instruction and research, pilot, train staff and implement a new math curriculum.	\$10,000.00	No
2.3	Project Work	Project design will reflect meaningful, interdisciplinary projects and students will be able to explain the learning goals and the purpose behind their work while applying their skills and content knowledge to produce purposeful, meaningful work. Support staff to implement our science camp for grades 6th and 7th	\$27,500.00	No
2.4	Specialist	Continue to support enrichment opportunities through our specialists (Art, Spanish, STEM)	\$233,172.00	No

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

This year was our first implementation of our local assessment system. We tested students To=8th grade.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

No material differences between budgeted expenditures and estimated actual expenditures

An explanation of how effective the specific actions were in making progress toward the goal.

Action 2.1 2.2, 2.3 2.4 had a direct impact towards our goals. Our teachers participated in professional development throughout year and implemented EL curriculum that supports project based learning. Staff participated in on going coaching for CGI math and had professional development days through out he school year. This year we had our 6th and 7th grade students participate in our science camp. We also held a fall and a spring exhibition with Tk-8 grade students engaging in project design and presentation.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

As we learn our new survey system called Kelvin pulses we have made adjustments to the survey question for students. This year we asked them "My teacher believes in my ability to learn" and "I feel challenged by the work I do at school". This changed the metric reported above, " Adults at my school believe that i can be successful" and "Do you do work that matters". An increase of positive COVID cases limited the ability of CCDS to report out on EPMA percentages. This metric will be removed from our LCAP report for next year. This year we gave staff a survey on implementation of CASS rubrics. This means we reported out on ELA, Math, and Science standards implementation.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
3	Nurture a Culture of Belonging and Connection: CCDS will create a safe, inclusive environment where all students feel a sense of belonging, are supported with socio-emotional needs, develop strong relationships and experience joy.

An explanation of why the LEA has developed this goal.

Over the past few years, the LEA has implemented Restorative Practices, MTSS, along with sustained positive discipline. Additionally, efforts have been made to respond to chronic absenteeism, students in crisis, and creating a joyful environment. In doing so, students' social-emotional needs are better met and relationships are at the forefront. CCDS is committed to continuing this effort with students, families, and teachers and in order to respond to future needs. Creating an inclusive environment is paramount for student learning and a strong school community. (State priorities 1,5,6)

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Rate of chronic absenteeism	4%	4.8%			3%
Rate of chronic absenteeism SED students	6%	8.1%			4.5%
P2 attendance rate	96%	94.91			98%
Suspension rate	1.5%	0.2%			1.0%
Percent of facility inspections that are in "good repair"	95%				98%
Student respond to the statements: "I feel happy to be at CCSS", "I want to do	85%				95%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
my best", and "I feel safe at school."					
Expulsion rate	0%	95%			0%
Middle school drop out	0%	I enjoy learning at a school- 79% positive response I feel safe at school- 85% positive response			0%
Expulsion rate	0%	0%			0%
Middle school drop out	0%	0%			0%

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Student Services	Continue to fund administrative and social-emotional supportive time to support the development and maintenance of a happy, healthy, student community. All three directors will spend 10% each of their time dedicated to social emotional support.	\$105,120.00	No Yes
3.2	Professional learning for student services	Provide ongoing professional learning to all staff to collaborate and improve implementation of restorative practices and to maintain MTSS and PBIS structures for the student community.	\$8,000.00	No Yes
3.3	Support for Continuous	Support collaborative staff time to gather and examine data regarding sense of belonging from student surveys and social-emotional	\$11,500.00	No

Action #	Title	Description	Total Funds	Contributing
	Improvement Data review	wellness in order to identify and implement best practices through the school. Support staff for attendance monitoring.		
3.4				No
3.5				

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

There were not substantive differences in planned actions

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were not material differences between budgeted expenditures and estimated actual expenditures

An explanation of how effective the specific actions were in making progress toward the goal.

Action 3.1, 3.2, 3.3 had a direct impact on goal 3. The school directors implemented restorative practices and we used circles in Tk-6th grade classroom. As discipline issues came up CCDS Directors focuses on using trauma informed practices. Our Kelvin pusle showed that 85% of students feel safe at school and this could be a result of continued social emotional support for students. CCDS partnered with BCOE to provide ongoing professional development about anti-racist practices.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

We are using a new survey system and changed one of the student questions in our metric to "I enjoy learning at school" .

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
4	Support for Struggling Students: CCDS schools provides targeted interventions to students in need of additional support.

An explanation of why the LEA has developed this goal.

CCDS recognizes that students encounter difficulties that hinder their success in school and that early intervention can help increase student achievement and self-confidence resulting in the likelihood of graduation. Academic, social-emotional, behavioral difficulties and inconsistent attendance all contribute to a student's challenges in school. Research shows that unaddressed skill gaps can negatively impact some subgroups more than their peers. Therefore, CCDS stays committed to supporting all students while targeting those subgroups to ensure all students perform at their personal best. (State priorities 8,6)

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Number of students receiving RTI services	10% of student population	Fall: 17% of students served in Tk-5 Winter: 22% of students served in TK-5 Spring: 21.2% of students served in Tk-5			maintain or improve
Number of students who exit RTI services	30% of all students served	21% of students served in Tk-5th grade have been exited			Maintain or improve
Number of students who receive direct instruction in SEL	3% of student population	100% Second Step TK-5			5% of the student population

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
		Advisory groups: 6th-8th with monthly SEL topics			
Number of students who participate in SEL intervention groups	3% of the student population	27% in intervention groups Tk-8			5% of the student population

Actions

Action #	Title	Description	Total Funds	Contributing
4.1	RTI Support Team	Intervention services will be coordinated and improved upon through best practices in a three-tier model of academic intervention by providing RTI staff.	\$264,890.00	No Yes
4.2	Outreach	Improve support services to identified students by providing social emotional classroom supports, transportation passes, family outreach and administrative support.	\$77,210.00	No Yes
4.3	Instructional coaching and support	Substitute time to support math and assessment coaching	\$15,500.00	No Yes

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

No substantive differences in planned actions and actual implementation.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There was no difference between budgeted expenditures and estimated actual expenditures.

An explanation of how effective the specific actions were in making progress toward the goal.

Actions 4.1, 4.2 and 4.3 had a direct impact on student academic and social-emotional learning. Our RTI staff monitored student progress and was able to exit students as they showed improvement. We also modified their instructional intervention program if progress monitoring data showed they were not making improvements. RTI staff were trained in researched based intervention programs and also participated in school-wide training and coaching in CGI math. Our school social work collaborated with teachers and implemented social-emotional lessons to support our tier 2 and 3 students. They also provide outreach for our foster families and collaborated with Butte County agencies to support our students and families. They also implemented a Gay-Straight Alliance (GSA) club on campus with our 6th-8th grade students. All staff received instruction coaching to support struggling students in CGI Math and anti-racist practices.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

No changes were made to the plan or metrics.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2022-23]

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
247,615.00	0.00

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
5.25%	0.00%	\$0.00	5.25%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

In goals 3 and 4 we specifically aligned staff to foster needs by having a trained and certified social worker bridge County resources with the needs of foster and homeless students. This looked like transportation to agencies, coordinating mental health services, and attending foster transition meetings. We also targeted services for those unduplicated students who needed tier 2 and tier 3 academic intervention. Our staff received antiracists and bias training to support our low-income students as well.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Our latest CA Dashboard indicators from 2019 show our low-income students showed an increase of 2.8% in the chronic absenteeism indicator with a total of 6% of our low-income students being identified as chronically absent. This put us in the orange performance level. In all other areas (suspensions, ELA and Math) low-income students were in the blue and green performance level. In response, our school will put together an attendance team to identify and put resources in place for students who are chronically absent. We will also hire additional staff to ensure appropriate tracking and communication between the school and families. We've seen success during our 2020-2021 school

year in implement an attendance team to help reduce absences and help families feel connected to the school. As a result of the continued and increased support, we expect to see chronic absenteeism rates of low-income students decline.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

N/A

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	N/A	N/A
Staff-to-student ratio of certificated staff providing direct services to students	N/A	N/A

2022-23 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$4,442,202.00	\$182,408.00	\$6,000.00	\$154,800.00	\$4,785,410.00	\$2,244,440.00	\$2,540,970.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	Exhibits and Student-Led Conferences	All	\$2,500.00				\$2,500.00
1	1.2	Basic Services	All	\$3,675,180.00	\$175,908.00		\$150,800.00	\$4,001,888.00
2	2.1	Professional Learning (ELA, PBL) and Graduate profile	All	\$28,130.00				\$28,130.00
2	2.2	Math-professional development and Curriculum	All	\$10,000.00				\$10,000.00
2	2.3	Project Work	All	\$22,500.00		\$5,000.00		\$27,500.00
2	2.4	Specialist	All	\$228,172.00	\$5,000.00			\$233,172.00
3	3.1	Student Services	All English Learners Foster Youth Low Income	\$105,120.00				\$105,120.00
3	3.2	Professional learning for student services	All English Learners Foster Youth Low Income	\$8,000.00				\$8,000.00
3	3.3	Support for Continuous Improvement Data review	All	\$11,500.00				\$11,500.00
3	3.4		All					
4	4.1	RTI Support Team	All English Learners Foster Youth Low Income	\$264,890.00				\$264,890.00
4	4.2	Outreach	All English Learners Foster Youth	\$76,210.00		\$1,000.00		\$77,210.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
			Low Income					
4	4.3	Instructional coaching and support	All English Learners Foster Youth Low Income	\$10,000.00	\$1,500.00		\$4,000.00	\$15,500.00

2022-23 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
4,716,992.00	247,615.00	5.25%	0.00%	5.25%	\$464,220.00	0.00%	9.84 %	Total:	\$464,220.00
								LEA-wide Total:	\$464,220.00
								Limited Total:	\$464,220.00
								Schoolwide Total:	\$464,220.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.1	Exhibits and Student-Led Conferences				All Schools	\$2,500.00	
1	1.2	Basic Services				All Schools	\$3,675,180.00	
3	3.1	Student Services	Yes	LEA-wide Schoolwide Limited to Unduplicated Student Group(s)	English Learners Foster Youth Low Income	All Schools	\$105,120.00	
3	3.2	Professional learning for student services	Yes	LEA-wide Schoolwide Limited to Unduplicated Student Group(s)	English Learners Foster Youth Low Income	All Schools	\$8,000.00	
4	4.1	RTI Support Team	Yes	LEA-wide Schoolwide Limited to Unduplicated Student Group(s)	English Learners Foster Youth Low Income	All Schools	\$264,890.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
4	4.2	Outreach	Yes	LEA-wide Schoolwide Limited to Unduplicated Student Group(s)	English Learners Foster Youth Low Income	All Schools	\$76,210.00	
4	4.3	Instructional coaching and support	Yes	LEA-wide Schoolwide Limited to Unduplicated Student Group(s)	English Learners Foster Youth Low Income	All Schools	\$10,000.00	

2021-22 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$2,541,770.00	\$0.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	Exhibitions and Student-Led Conferences	No	\$2,500.00	
1	1.2	Basic Services	No	\$2,135,259.00	
2	2.1	Professional Learning (ELA, PBL) and Graduate profile	No	\$14,065.00	
2	2.2	Math - professional development and Curriculum	No	\$5,000.00	
2	2.3	Project Work	No	\$15,000.00	
2	2.4	Specialist	No	\$119,086.00	
3	3.1	Student Services	Yes	\$53,560.00	
3	3.2	Professional learning for student services	Yes	\$6,500.00	
3	3.3	Support for Continuous Improvement data review	No	\$6,500.00	
3	3.4		No		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
4	4.1	Rtl Support Team	Yes	\$134,945.00	
4	4.2	Outreach	Yes	\$40,855.00	
4	4.3	Instructional coaching and support	Yes	\$8,500.00	

2021-22 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
	\$239,860.00	\$0.00	\$0.00	0.00%	0.00%	0.00%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
3	3.1	Student Services	Yes	\$53,560.00			
3	3.2	Professional learning for student services	Yes	\$6,500.00			
4	4.1	Rtl Support Team	Yes	\$134,945.00			
4	4.2	Outreach	Yes	\$39,855.00			
4	4.3	Instructional coaching and support	Yes	\$5,000.00			

2021-22 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
			0.00%	\$0.00	0.00%	0.00%	\$0.00	0.00%

Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

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[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
 - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
 - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
 - Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for educational partners and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard (Dashboard), how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions that the LEA believes, based on input gathered from educational partners, research, and experience, will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

Requirements and Instructions

General Information – Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

Reflections: Successes – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, input from educational partners, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

Reflections: Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the “Red” or “Orange” performance category or any local indicator where the LEA received a “Not Met” or “Not Met for Two or More Years” rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

LCAP Highlights – Identify and briefly summarize the key features of this year's LCAP.

Comprehensive Support and Improvement – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc/>.

Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for engagement of educational partners in the LCAP development process:

Local Control and Accountability Plan:

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.
- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

Prompt 1: “A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.”

Describe the engagement process used by the LEA to involve educational partners in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required educational partners as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA’s philosophical approach to engaging its educational partners.

Prompt 2: “A summary of the feedback provided by specific educational partners.”

Describe and summarize the feedback provided by specific educational partners. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from educational partners.

Prompt 3: “A description of the aspects of the LCAP that were influenced by specific input from educational partners.”

A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the educational partner feedback described in response to Prompt 2. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, “aspects” of an LCAP that may have been influenced by educational partner input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions

- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

Focus Goal(s)

Goal Description: The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Broad Goal

Goal Description: Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Goal Description: Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Explanation of why the LEA has developed this goal: Explain how the actions will sustain the progress exemplified by the related metrics.

Required Goals

In general, LEAs have flexibility in determining what goals to include in the LCAP and what those goals will address; however, beginning with the development of the 2022–23 LCAP, LEAs that meet certain criteria are required to include a specific goal in their LCAP.

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Consistently low-performing student group(s) goal requirement:** An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA's eligibility for Differentiated

Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.

- **Goal Description:** Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA's eligibility for Differentiated Assistance.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

Low-performing school(s) criteria: The following criteria only applies to a school district or COE with two or more schools; it does not apply to a single-school district. A school district or COE has one or more schools that, for two consecutive years, received the two lowest performance levels on all but one of the state indicators for which the school(s) receive performance levels in the Dashboard and the performance of the "All Students" student group for the LEA is at least one performance level higher in all of those indicators. A list of the LEAs required to include a goal in the LCAP based on school performance, and the school(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Low-performing school(s) goal requirement:** A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.
- **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g., high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–21 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g., graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric:** Indicate how progress is being measured using a metric.
- **Baseline:** Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome:** When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome:** When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome:** When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023–24:** When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2022–23 . Leave blank until then.	Enter information in this box when completing the LCAP for 2023–24 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 . Leave blank until then.	Enter information in this box when completing the LCAP for 2021–22 or when adding a new metric.

The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

Actions: Enter the action number. Provide a short title for the action. This title will also appear in the action tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No. (**Note:** for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

Actions for English Learners: School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC* Section 306, provided to students and professional development activities specific to English learners.

Actions for Foster Youth: School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Requirements and Instructions

Projected LCFF Supplemental and/or Concentration Grants: Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of low income, foster youth, and English learner students.

Projected Additional LCFF Concentration Grant (15 percent): Specify the amount of additional LCFF concentration grant add-on funding, as described in EC Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year: Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

LCFF Carryover — Percentage: Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar: Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

Total Percentage to Increase or Improve Services for the Coming School Year: Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 CCR Section 15496(a)(7).

Required Descriptions:

For each action being provided to an entire school, or across the entire school district or COE, an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

Principally Directed and Effective: An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA's goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7 percent lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action[s])

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100 percent attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

COEs and Charter Schools: Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

Unduplicated Percentage > 55 percent: For school districts with an unduplicated pupil percentage of 55 percent or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

Unduplicated Percentage < 55 percent: For school districts with an unduplicated pupil percentage of less than 55 percent, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions Provided on a Schoolwide Basis:

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

For schools with 40 percent or more enrollment of unduplicated pupils: Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

For school districts expending funds on a schoolwide basis at a school with less than 40 percent enrollment of unduplicated pupils: Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided on an LEA-wide or schoolwide basis or provided on a limited basis to unduplicated students. A limited action is an action that only serves foster youth, English learners, and/or low-income students. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

For any action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage. See the instructions for determining the Planned Percentage of Improved Services for information on calculating the Percentage of Improved Services.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in EC Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of full time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Data Entry Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Data Entry Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. With the exception of the Data Entry Table, the word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)

- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2022–23 LCAP, 2022–23 will be the coming LCAP Year and 2021–22 will be the current LCAP Year.

Data Entry Table

The Data Entry Table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included. In the Data Entry Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
 - **Note:** For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
 - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column
- 5. Total Planned Percentage of Improved Services
 - This percentage is the total of the Planned Percentage of Improved Services column
- Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)
 - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- 6. Estimated Actual LCFF Supplemental and Concentration Grants
 - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)

- 7. Total Estimated Actual Expenditures for Contributing Actions
 - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
 - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
 - This amount is the total of the Planned Percentage of Improved Services column
- 8. Total Estimated Actual Percentage of Improved Services (%)
 - This amount is the total of the Estimated Actual Percentage of Improved Services column
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
 - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8)

LCFF Carryover Table

- 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)
 - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)
 - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- 12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)
 - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- 13. LCFF Carryover — Percentage (12 divided by 9)
 - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
January 2022



June 15, 2022



CHICO COUNTRY DAY SCHOOL
LOCAL CONTROL
ACCOUNTABILITY PLAN (LCAP)



LCAP Goal 1: Ensure High Quality Work



LCAP Goal 2: Enhance Student-Centered Instruction



LCAP Goal 3: Nurture a Culture of Belonging & Connection



LCAP Goal 4: Support for Struggling Students

#weareccds

PLEASE NOTE: Achievement level percentages in the same subject can be compared within grade levels, with adjacent grades, and from one year to another. Schools made up of differing grade levels should be compared with caution.

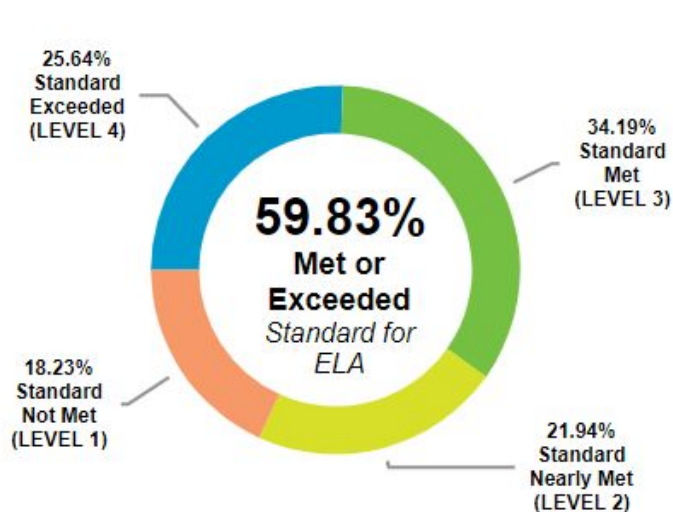
Due to factors surrounding the novel coronavirus (COVID-19) pandemic, testing participation in 2020–21 varied. Care should be used when interpreting results.



20-21 Dashboard ELA & Math

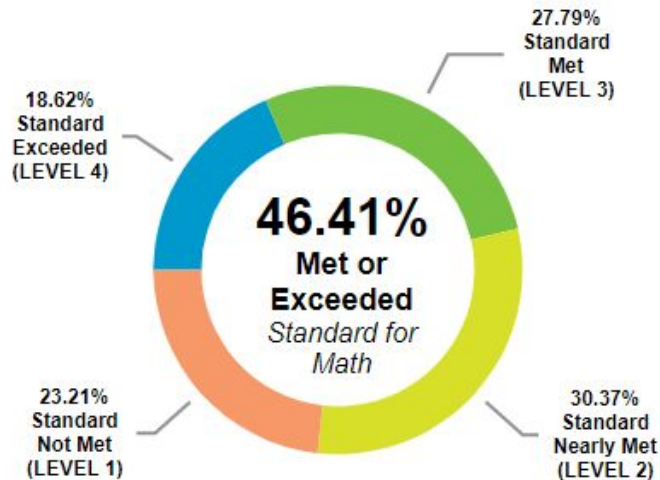
ELA

Percent of students within each achievement level



Mathematics

Percent of students within each achievement level

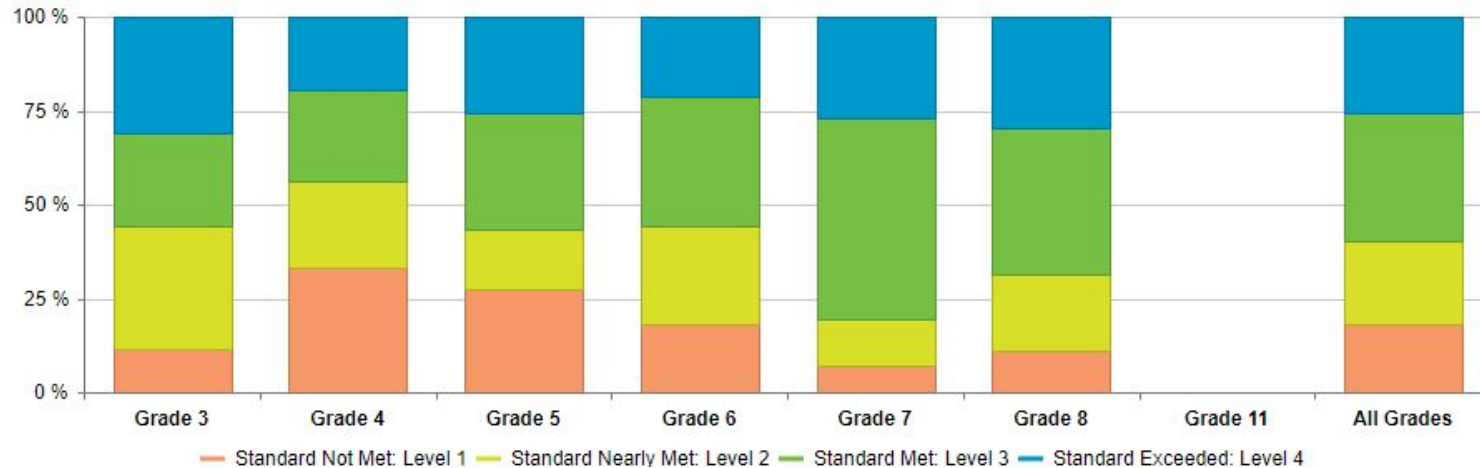


20-21 Dashboard ELA

ENGLISH LANGUAGE ARTS/LITERACY





▼ Data Detail - All Students (accessible data)

Achievement Level Distribution




20-21 Dashboard ELA

Overall Achievement


Achievement Level	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 11	All Grades
Number of Students Enrolled ⓘ	62	58	62	62	57	57	N/A	358
Number of Students Tested ⓘ	61	57	62	61	56	54	N/A	351
Number of Students With Scores ⓘ	61	57	62	61	56	54	N/A	351
Mean Scale Score	2447.5	2446.8	2516.8	2540.6	2610.6	2610.7	N/A	N/A
 Standard Exceeded: Level 4 ⓘ	31.15 %	19.30 %	25.81 %	21.31 %	26.79 %	29.63 %	N/A	25.64 %
 Standard Met: Level 3 ⓘ	24.59 %	24.56 %	30.65 %	34.43 %	53.57 %	38.89 %	N/A	34.19 %
 Standard Nearly Met: Level 2 ⓘ	32.79 %	22.81 %	16.13 %	26.23 %	12.50 %	20.37 %	N/A	21.94 %
 Standard Not Met: Level 1 ⓘ	11.48 %	33.33 %	27.42 %	18.03 %	7.14 %	11.11 %	N/A	18.23 %

20-21 Dashboard ELA: Area Performance Levels


READING: How well do students understand stories and information that they read?

 Area Performance Level	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 11	All Grades
Above Standard ⁽¹⁾	24.69 %	19.30 %	20.97 %	18.03 %	23.21 %	27.78 %	N/A	22.22 %
Near Standard ⁽¹⁾	59.02 %	59.65 %	62.90 %	63.93 %	71.43 %	55.56 %	N/A	62.11 %
Below Standard ⁽¹⁾	16.39 %	21.05 %	16.13 %	18.03 %	5.36 %	16.67 %	N/A	15.67 %


WRITING: How well do students communicate in writing?

 Area Performance Level	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 11	All Grades
Above Standard ⁽¹⁾	11.48 %	3.51 %	27.87 %	19.67 %	43.64 %	40.74 %	N/A	24.07 %
Near Standard ⁽¹⁾	77.05 %	64.91 %	52.46 %	57.38 %	54.55 %	46.30 %	N/A	59.03 %
Below Standard ⁽¹⁾	11.48 %	31.58 %	19.67 %	22.95 %	1.82 %	12.96 %	N/A	16.91 %

LISTENING: How well do students understand spoken information?

 Area Performance Level	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 11	All Grades
Above Standard ⁽¹⁾	21.31 %	5.26 %	8.06 %	26.23 %	10.71 %	20.37 %	N/A	15.38 %
Near Standard ⁽¹⁾	70.49 %	82.46 %	82.26 %	63.93 %	76.79 %	68.52 %	N/A	74.07 %
Below Standard ⁽¹⁾	8.20 %	12.28 %	9.68 %	9.84 %	12.50 %	11.11 %	N/A	10.54 %

RESEARCH/INQUIRY: How well can students find and present information about a topic?

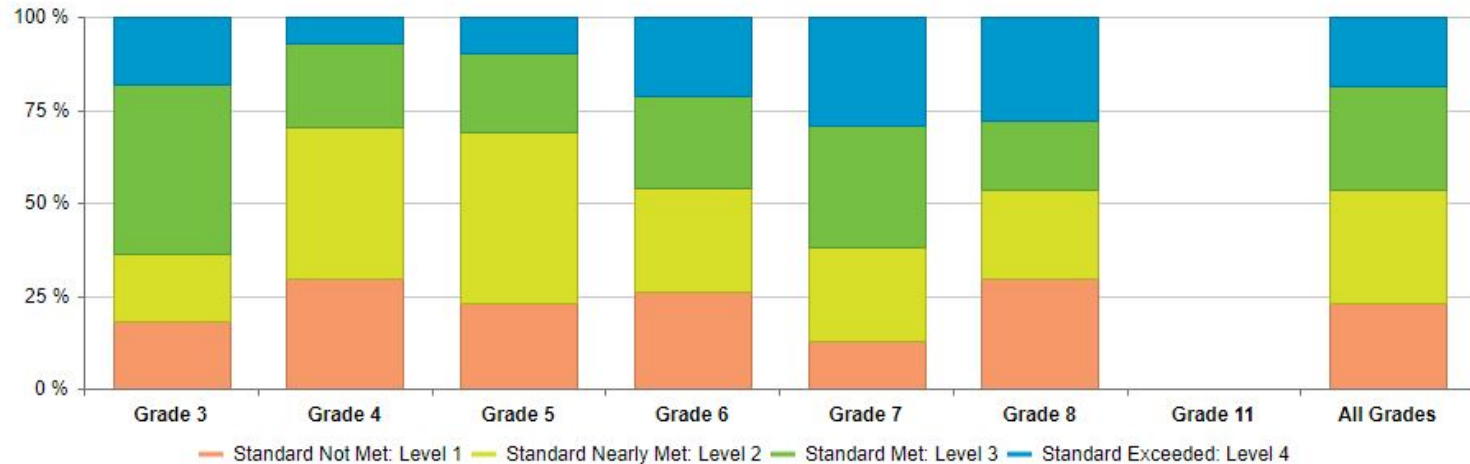
 Area Performance Level	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 11	All Grades
Above Standard ⁽¹⁾	31.15 %	10.53 %	19.35 %	26.23 %	35.71 %	37.04 %	N/A	26.50 %
Near Standard ⁽¹⁾	54.10 %	70.18 %	64.52 %	63.93 %	60.71 %	53.70 %	N/A	61.25 %
Below Standard ⁽¹⁾	14.75 %	19.30 %	16.13 %	9.84 %	3.57 %	9.26 %	N/A	12.25 %

20-21 Dashboard Math

MATHEMATICS





▼ Data Detail - All Students (accessible data)

Achievement Level Distribution




20-21 Dashboard Math

Overall Achievement


Achievement Level	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 11	All Grades
Number of Students Enrolled ⓘ	62	58	62	62	57	57	N/A	358
Number of Students Tested ⓘ	61	57	61	61	55	54	N/A	349
Number of Students With Scores ⓘ	61	57	61	61	55	54	N/A	349
Mean Scale Score	2446.0	2449.3	2495.2	2541.3	2584.5	2576.1	N/A	N/A
 Standard Exceeded: Level 4 ⓘ	18.03 %	7.02 %	9.84 %	21.31 %	29.09 %	27.78 %	N/A	18.62 %
 Standard Met: Level 3 ⓘ	45.90 %	22.81 %	21.31 %	24.59 %	32.73 %	18.52 %	N/A	27.79 %
 Standard Nearly Met: Level 2 ⓘ	18.03 %	40.35 %	45.90 %	27.87 %	25.45 %	24.07 %	N/A	30.37 %
 Standard Not Met: Level 1 ⓘ	18.03 %	29.82 %	22.95 %	26.23 %	12.73 %	29.63 %	N/A	23.21 %

20-21 Dashboard Math: Area Performance Levels


CONCEPTS & PROCEDURES: How well do students use mathematical rules and ideas?

	Area Performance Level	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 11	All Grades
	Above Standard ⁽ⁱ⁾	24.59 %	12.28 %	18.03 %	18.03 %	34.55 %	20.37 %	N/A	21.20 %
	Near Standard ⁽ⁱ⁾	55.74 %	47.37 %	47.54 %	54.10 %	56.36 %	53.70 %	N/A	52.44 %
	Below Standard ⁽ⁱ⁾	19.67 %	40.35 %	34.43 %	27.87 %	9.09 %	25.93 %	N/A	26.36 %

PROBLEM SOLVING AND MODELING & DATA ANALYSIS: How well can students show and apply their problem solving skills?

	Area Performance Level	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 11	All Grades
	Above Standard ⁽ⁱ⁾	37.70 %	10.53 %	9.84 %	19.67 %	29.09 %	24.07 %	N/A	21.78 %
	Near Standard ⁽ⁱ⁾	47.54 %	61.40 %	62.30 %	59.02 %	54.55 %	53.70 %	N/A	56.45 %
	Below Standard ⁽ⁱ⁾	14.75 %	28.07 %	27.87 %	21.31 %	16.36 %	22.22 %	N/A	21.78 %

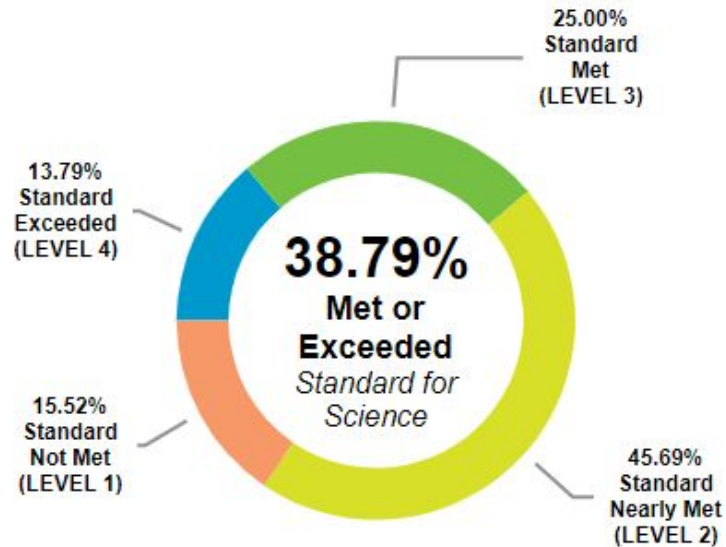
COMMUNICATING REASONING: How well can students think logically and express their thoughts in order to solve a problem?

	Area Performance Level	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 11	All Grades
	Above Standard ⁽ⁱ⁾	24.59 %	7.02 %	9.84 %	13.11 %	30.91 %	27.78 %	N/A	18.62 %
	Near Standard ⁽ⁱ⁾	63.93 %	66.67 %	75.41 %	68.85 %	56.36 %	62.96 %	N/A	65.90 %
	Below Standard ⁽ⁱ⁾	11.48 %	26.32 %	14.75 %	18.03 %	12.73 %	9.26 %	N/A	15.47 %

20-21 Dashboard Science

Science

Percent of students within each achievement level

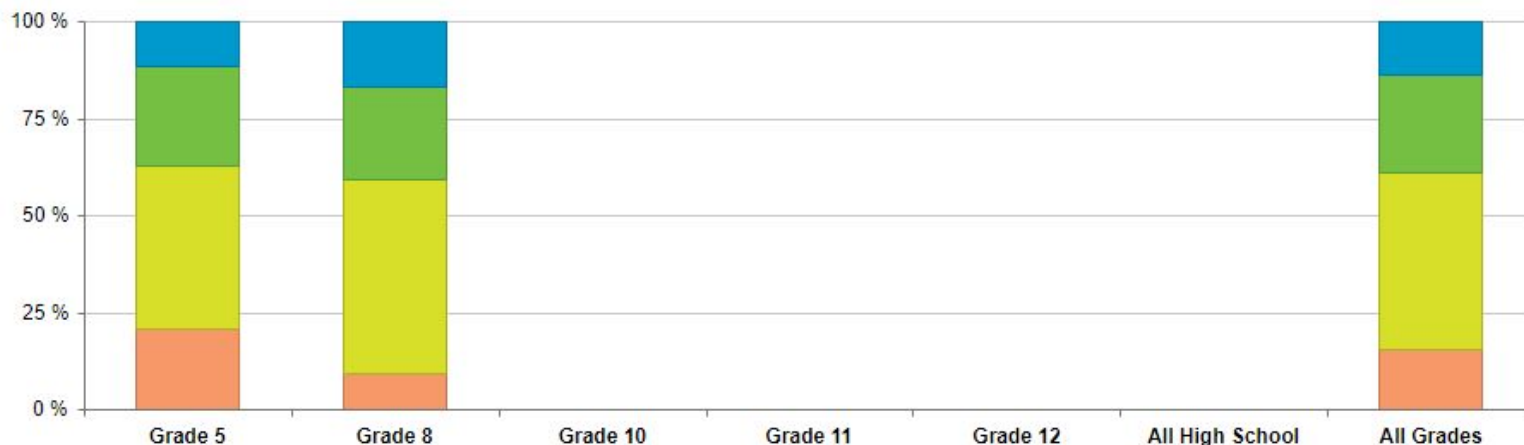


20-21 Dashboard Science

SCIENCE





▼ Data Detail - All Students (accessible data)

Achievement Level Distribution




20-21 Dashboard Science

Overall Achievement


Achievement Level	Grade 5	Grade 8	Grade 10	Grade 11	Grade 12	All High School	All Grades
Number of Students Enrolled ⓘ	62	57	N/A	N/A	N/A	N/A	119
Number of Students Tested ⓘ	62	54	N/A	N/A	N/A	N/A	116
Number of Students with Scores ⓘ	62	54	N/A	N/A	N/A	N/A	116
Mean Scale Score	203.9	407.7	N/A	N/A	N/A	N/A	N/A
 Standard Exceeded: Level 4 ⓘ	11.29 %	16.67 %	N/A	N/A	N/A	N/A	13.79 %
 Standard Met: Level 3 ⓘ	25.81 %	24.07 %	N/A	N/A	N/A	N/A	25.00 %
 Standard Nearly Met: Level 2 ⓘ	41.94 %	50.00 %	N/A	N/A	N/A	N/A	45.69 %
 Standard Not Met: Level 1 ⓘ	20.97 %	9.26 %	N/A	N/A	N/A	N/A	15.52 %

20-21 Dashboard Science


LIFE SCIENCES: Focusing on structures and processes in living things, ecosystems, heredity and biological evolution

 Area Performance Level	Grade 5	Grade 8	Grade 10	Grade 11	Grade 12	All High School	All Grades
Above Standard i	9.68 %	25.93 %	N/A	N/A	N/A	N/A	17.24 %
Near Standard i	58.06 %	40.74 %	N/A	N/A	N/A	N/A	50.00 %
Below Standard i	32.26 %	33.33 %	N/A	N/A	N/A	N/A	32.76 %

PHYSICAL SCIENCES: Focusing on matter and its interactions, motion and stability, energy, and waves and their applications

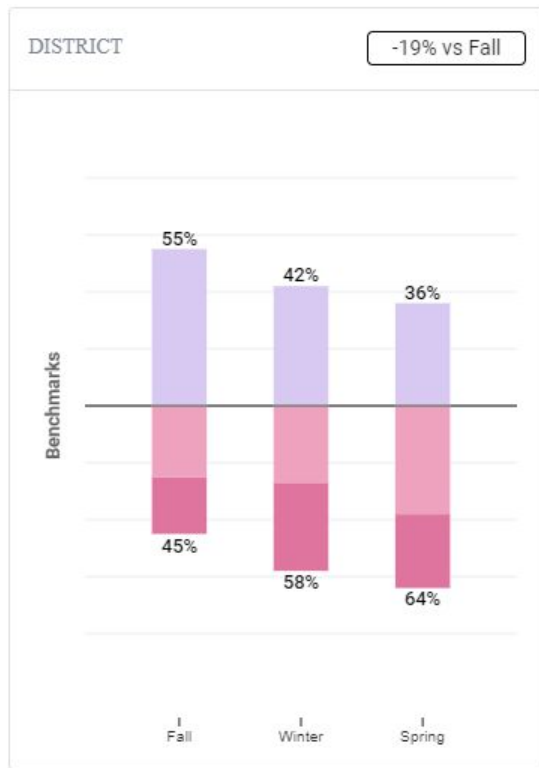
 Area Performance Level	Grade 5	Grade 8	Grade 10	Grade 11	Grade 12	All High School	All Grades
Above Standard i	11.29 %	12.96 %	N/A	N/A	N/A	N/A	12.07 %
Near Standard i	41.94 %	57.41 %	N/A	N/A	N/A	N/A	49.14 %
Below Standard i	46.77 %	29.63 %	N/A	N/A	N/A	N/A	38.79 %

EARTH AND SPACE SCIENCES: Focusing on Earth's place in the universe, Earth's systems, and Earth and human activity

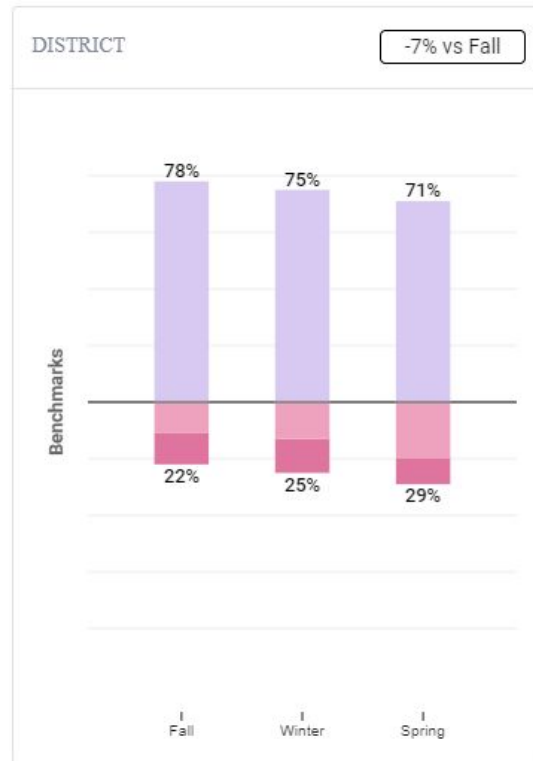
 Area Performance Level	Grade 5	Grade 8	Grade 10	Grade 11	Grade 12	All High School	All Grades
Above Standard i	14.52 %	16.67 %	N/A	N/A	N/A	N/A	15.52 %
Near Standard i	51.61 %	50.00 %	N/A	N/A	N/A	N/A	50.86 %
Below Standard i	33.87 %	33.33 %	N/A	N/A	N/A	N/A	33.62 %

Fastbridge: local assessment

Early Reading Tk-1st

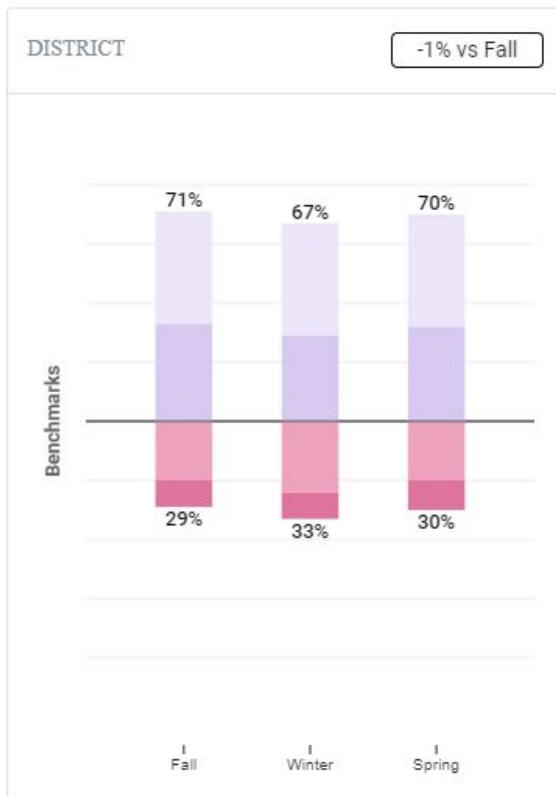


Early Math Tk-1st

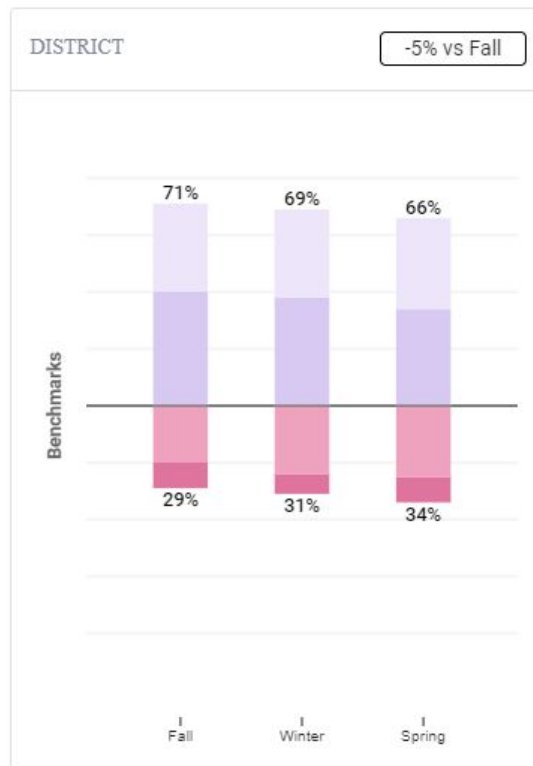


Fastbridge: local assessment

ELA 2nd-8th



Math 2nd-8th



21-22 LCAP Goal 1: Ensure High Quality Work

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Student project exhibitions include evidence of reading, writing, or mathematical reasoning skills aligned with CCSS.	95%	95%			100%
Students engage in project based learning or exhibition	95%	95%			100%
Families attending a student led conference (which includes our unduplicated)	90%	95%			98%
Family survey responses indicate strongly agree and agree, "CCDS provides a high quality educational program for all students."	79%	87%			98%
Provide a variety opportunities for school community to provide input	email, surveys, in person meetings, virtual meetings	email, surveys, in person meetings, virtual meetings, focus groups, family collaboratives			
Percent of credentialed teachers	100%	100%			100%
Percent of students with access to CCSS aligned curricular materials.	100%	100%			100%

Action 1.1 Exhibitions and Student Led Conferences

Action 1.2 Basic Services

21-22 LCAP Goal 2: Enhance Student Centered Instruction

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CA Dashboard ELA Indicator will maintain or increase	All student group: 18-19 school year Blue (47 points above standard)	All student group: 20-221 school year students meeting or above standard 60%			Maintains or improves
CA Dashboard Math Indicator will maintain or increase	All student group: 18-19 school year Green (15 points above standard)	All student groups: 20-21 school year students meeting or above standard 46%			Maintains or improves
Number of faculty trained and participating in Project Based Learning	100%	100%			100%
English language learner progress (CA Dashboard) and ELPAC Reclassification rates	N/A (Too few students to report publicly)	N/A (Too few students to report publicly)			
Number of student survey responses positively indicate the statement "Adults at my school believe that I can be successful." And answer positively to the question " Do you do work that matters?"	86%	Survey question: My teacher believes in my ability to learn. 93% positive response Survey question: I feel challenged by the work I do at school. 73% positive response.			95%
Number of students meeting end of year Fast bridge benchmarks	N/A	End of year results Early reading Tk-1st at benchmark: 36% Early math Tk-1st at benchmark: 71% ELA 2nd-8th at benchmark: 70% Math, 2nd-8th at benchmark: 66%			75%
Number of students who are "Meeting" and "Advanced" in Competency based measures used in Altitude (EPMA)	75%	75%- will not use this metric next year			90%
CA Dashboard Science (CAST) will maintain or increase	N/A	All students groups 20-21 school year students meeting or above standard: 39%			maintain or increase
Utilizing CSSI standards rubric: current staff self analysis (implementation of CCSS)	90%	ELA/Literacy- 80% Math-76% Science/NGSS-55%			95%
School community knowledge of CCDS graduate profile	15%	Parents/Guardians: 63% Students: 79% CCDS Staff: 86%			95%

Action 2.1 Professional Learning (ELA, PBL) and Graduate Profile

Action 2.2 Math Professional development and curriculum

Action 2.3 Project Work

Action 2.4 Specialist

21-22 LCAP Goal 3: Nurture a Culture of Belonging and Connection

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Rate of chronic absenteeism	4%	4.8%			3%
Rate of chronic absenteeism SED students	6%	8.1%			4.5%
P2 attendance rate	96%	94.91			98%
Suspension rate	1.5%	0.2%			1.0%
Percent of facility inspections that are in "good repair"	95%	95%			98%
Student respond to the statements, "I feel happy to be at CCDS", "I want to do my best", and "I feel safe at school."	85%	I enjoy learning at a school- 79% positive response I feel safe at school- 85% positive response			95%
Expulsion rate	0%	0%			0%
Middle school drop out	0%	0%			0%

Action 3.1 Student Services

Action 3.2 Professional learning for student services

Action 3.3 Support for continuous improvement data review

21-22 LCAP Goal 4: Support for Struggling Students

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Number of students receiving RTI services	10% of student population	Fall: 17% of students served in Tk-5 Winter: 22% of students served in TK-5 Spring: 21.2% of students served in Tk-5			Maintain or improve
Number of students who exit RTI services	30% of the students served	21% of students served in Tk-5th grade have been exited			Maintain or improve
Number of students who receive direct instruction in SEL	70% of student population	100% Second Step TK-5 Advisory groups: 6th-8th with monthly SEL topics			95% of student population
Number of students who participate in SEL intervention groups	3% of the student population	27% in intervention groups Tk-8			5% of the student population

Action 4.1 RTI Support Team

Action 4.2 Outreach

Action 4.3 Instructional coaching and support

21-22 LCAP Budget

Chico Country Day School				
LCFF Funding				
General Assumptions	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-22</u>
COLA & Augmentations	3.26%	0.00%	5.07%	6.45%
Base Grant Proration Factor	0.00%	0.00%	0.00%	0.00%
Add-on, ERT & MSA Proration Factor	0.00%	0.00%	0.00%	0.00%
<u>LCFF Entitlement</u>				
Base Grant	\$4,186,720	\$4,267,772	\$4,442,926	\$4,716,992
Grade Span Adjustment	\$191,888	\$204,255	\$216,150	\$229,376
Supplemental Grant	\$196,162	\$214,478	\$230,158	\$247,615
Concentration Grant	\$0	\$0	\$0	\$0
Add-on Transitional Kindergarten	\$0	\$0	\$0	\$56,260
Total LCFF Grant before Adjustments, ERT & Additional State Aid	\$4,574,770	\$4,686,505	\$4,889,234	\$5,250,243
LCFF Entitlement Per ADA	\$8,541	\$8,579	\$9,030	\$9,723

**CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: Chico Country Day School

CDS #: 04-61424-6113773

Charter Approving Entity: Chico Unified School District

County: Butte

Charter #: 112

Budgeting Period: 2022/23

This charter school uses the following basis of accounting:

☒ **Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)

☐ **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	Est. Actuals	Current Budget Year		Total
		Prior Year	Unrest.	Rest.	
A. REVENUES					
1. Revenue Limit Sources					
Local Control Funding Formula	8011	2,081,871.00	2,450,294.00	0.00	2,450,294.00
Education Protection Act Funds	8012	1,375,367.00	1,367,953.00	0.00	1,367,953.00
Charter Schools Gen. Purpose Entitlement - State Aid	8015	0.00	0.00	0.00	0.00
State Aid - Prior Years	8019	0.00	0.00	0.00	0.00
Tax Relief Subventions (for rev. limit funded schools)	8020-8039	0.00	0.00	0.00	0.00
County and District Taxes (for rev. limit funded schools)	8040-8079	0.00	0.00	0.00	0.00
Miscellaneous Funds (for rev. limit funded schools)	8080-8089	0.00	0.00	0.00	0.00
Revenue Limit Transfers (for rev. limit funded schools):					
PERS Reduction Transfer	8092	0.00	0.00		0.00
Other Revenue Limit Transfers	8091, 8097	0.00	0.00	0.00	0.00
Total, Revenue Limit Sources		3,457,238.00	3,818,247.00	0.00	3,818,247.00
2. Federal Revenues					
No Child Left Behind	8290	0.00		0.00	0.00
Special Education - Federal	8181, 8182	71,500.00		71,250.00	71,250.00
Child Nutrition - Federal	8220	0.00		0.00	0.00
Other Federal Revenues	8110, 8260-8299	201,262.00		68,100.00	68,100.00
Total, Federal Revenues		272,762.00	0.00	139,350.00	139,350.00
3. Other State Revenues					
Charter Schools Categorical Block Grant	8480	0.00	0.00		0.00
Special Education - State	StateRevSE	374,431.00		429,793.00	429,793.00
All Other State Revenues	StateRevAO	285,369.99	210,000.00	55,000.00	265,000.00
Total, Other State Revenues		659,800.99	210,000.00	484,793.00	694,793.00
4. Other Local Revenues					
Charter Schools Funding in Lieu of Property Taxes	8780	1,431,996.00	1,431,996.00		1,431,996.00
All Other Local Revenues	LocalRevAO	450,708.26	250,000.00	75,000.00	325,000.00
Total, Local Revenues		1,882,704.26	1,681,996.00	75,000.00	1,756,996.00
5. TOTAL REVENUES		6,272,505.25	5,710,243.00	699,143.00	6,409,386.00
B. EXPENDITURES					
1. Certificated Salaries					
Teachers' Salaries	1100	1,811,293.00	1,745,000.00	125,000.00	1,870,000.00
Certificated Pupil Support Salaries	1200	180,877.70	42,000.00	180,000.00	222,000.00
Certificated Supervisors' and Administrators' Salaries	1300	336,590.00	220,000.00	113,000.00	333,000.00
Other Certificated Salaries	1900	0.00	0.00	0.00	0.00
Total, Certificated Salaries		2,328,760.70	2,007,000.00	418,000.00	2,425,000.00

**CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: Chico Country Day School

2. Non-certificated Salaries					
Instructional Aides' Salaries	2100	407,682.00	120,000.00	325,000.00	445,000.00
Non-certificated Support Salaries	2200	115,150.00	125,000.00	5,000.00	130,000.00
Non-certificated Supervisors' and Administrators' Sal.	2300	260,995.00	270,000.00	10,000.00	280,000.00
Clerical and Office Salaries	2400	300,214.00	245,000.00	35,000.00	280,000.00
Other Non-certificated Salaries	2900	45,587.22	40,000.00	8,000.00	48,000.00
Total, Non-certificated Salaries		1,129,628.22	800,000.00	383,000.00	1,183,000.00

**CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: Chico Country Day School

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
3. Employee Benefits					
STRS	3101-3102	402,203.00	349,196.00	87,553.00	436,749.00
PERS	3201-3202	215,078.00	220,000.00	20,000.00	240,000.00
OASDI / Medicare / Alternative	3301-3302	127,534.00	114,000.00	19,000.00	133,000.00
Health and Welfare Benefits	3401-3402	478,839.00	388,000.00	122,000.00	510,000.00
Unemployment Insurance	3501-3502	20,302.56	16,500.00	4,500.00	21,000.00
Workers' Compensation Insurance	3601-3602	35,000.00	32,000.00	5,000.00	37,000.00
Retiree Benefits	3701-3702	0.00	0.00	0.00	0.00
PERS Reduction (for revenue limit funded schools)	3801-3802	0.00	0.00	0.00	0.00
Other Employee Benefits	3901-3902	0.00	0.00	0.00	0.00
Total, Employee Benefits		1,278,956.56	1,119,696.00	258,053.00	1,377,749.00
4. Books and Supplies					
Approved Textbooks and Core Curricula Materials	4100	26,000.00	25,000.00	1,000.00	26,000.00
Books and Other Reference Materials	4200	15,000.00	14,000.00	1,000.00	15,000.00
Materials and Supplies	4300	154,543.00	142,000.00	25,000.00	167,000.00
Noncapitalized Equipment	4400	84,976.00	10,000.00	30,000.00	40,000.00
Food	4700	13,345.00	12,000.00	1,000.00	13,000.00
Total, Books and Supplies		293,864.00	203,000.00	58,000.00	261,000.00
5. Services and Other Operating Expenditures					
Home to School Transportation	5100	0.00	0.00	0.00	0.00
Travel and Conferences	5200	93,323.33	40,000.00	30,000.00	70,000.00
Dues and Memberships	5300	7,565.00	12,000.00	500.00	12,500.00
Insurance	5400	99,986.00	100,000.00	4,000.00	104,000.00
Operations and Housekeeping Services	5500	117,200.00	125,000.00	0.00	125,000.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	322,659.00	300,000.00	0.00	300,000.00
Professional/Consulting Services and Operating Expend.	5800	338,701.00	288,000.00	57,000.00	345,000.00
Communications	5900	16,500.00	17,000.00	1,000.00	18,000.00
Total, Services and Other Operating Expenditures		995,934.33	882,000.00	92,500.00	974,500.00
6. Capital Outlay					
Sites and Improvements of Sites	6100	0.00			0.00
Buildings and Improvements of Buildings	6200	0.00			0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0.00			0.00
Equipment	6400	0.00			0.00
Equipment Replacement	6500	0.00			0.00
Depreciation Expense (for full accrual only)	6900	237,350.00	233,000.00		233,000.00
Total, Capital Outlay		237,350.00	233,000.00	0.00	233,000.00
7. Other Outgo					
Tuition to Other Schools	7110-7143	0.00	0.00		0.00
Transfers of Pass-through Revenues to Other LEAs	7211-7213	0.00			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0.00			0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00			0.00
All Other Transfers	7280-7299	0.00			0.00
Debt Service:					
Interest	7438	66,622.95	64,218.91		64,218.91

**CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: Chico Country Day School

Principal	7439	0.00	0.00	0.00
Transfers of Indirect / Direct Support Costs	7300-7399			0.00
Total, Other Outgo		66,622.95	64,218.91	0.00
8. TOTAL EXPENDITURES		6,331,116.76	5,308,914.91	1,209,553.00
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND.				
BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		(58,611.51)	401,328.09	(510,410.00)

**CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: Chico Country Day School

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
D. OTHER FINANCING SOURCES / USES					
1. Other Sources	8930-8979	0.00	0.00	0.00	0.00
2. Less: Other Uses	7630-7699	0.00	0.00	0.00	0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	0.00	(510,410.00)	510,410.00	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	(510,410.00)	510,410.00	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		(58,611.51)	(109,081.91)	0.00	(109,081.91)
F. FUND BALANCE, RESERVES					
1. Beginning Fund Balance					
a. As of July 1	9791	8,222,468.41	8,163,856.90	0.00	8,163,856.90
b. Adjustments to Beginning Balance	9793, 9795	0.00	0.00	0.00	0.00
c. Adjusted Beginning Balance		8,222,468.41	8,163,856.90	0.00	8,163,856.90
2. Ending Fund Balance, June 30 (E + F.1.c.)		8,163,856.90	8,054,774.99	0.00	8,054,774.99
Components of Ending Fund Balance (Optional):					
a) Nonspendable					
Revolving Cash	9711	475,000.00	475,000.00		475,000.00
Stores	9712	0.00	0.00	0.00	0.00
Prepaid Expenditures	9713	0.00	0.00	0.00	0.00
All Others	9719	270,000.00	270,000.00	0.00	270,000.00
b) Restricted	9740	3,241,295.53		3,180,594.59	3,180,594.59
c) Committed					
Stabilization Arrangements	9750	0.00	0.00		0.00
Other Commitments	9760				0.00
d) Assigned					
Other Assignments	9780	265,000.00	265,000.00		265,000.00
e) Unassigned					
Reserve for Economic Uncertainties	9789	475,000.00	475,000.00		475,000.00
Unassigned/Unappropriated	9790	3,437,561.37	6,569,774.99	(3,180,594.59)	3,389,180.40

**CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM**

CHARTER SCHOOL CERTIFICATION

Charter School Name: Chico Country Day School

CDS #: 04-61424-6113773

Charter Approving Entity: Chico Unified School District

County: Butte

Charter #: 112

Fiscal Year: 2020-2021

To the entity that approved the charter school:
(x) 2020-2021 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 47604.33.

Signed: _____
Charter School Official
(Original signature required)

Date: 6/20/2022

Print
Name: Frank Jerome

Title: Interim Chief Business Officer

To the County Superintendent of Schools:
() 2020-2021 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 47604.33.

Signed: _____
Authorized Representative of
Charter Approving Entity
(Original signature required)

Date: _____

Print
Name: Charisse Bromley

Title: Director of Fiscal Services

To the Superintendent of Public Instruction:
() 2020-2021 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 47604.33.

Signed: _____
County Superintendent/Designee
(Original signature required)

Date: _____

For additional information on the BUDGET, please contact:

For Approving Entity:

Charisse Bromley
Name
Director, Fiscal Services
Title
530-891-3000
Telephone
cbromley@chicousd.org
E-mail address

For Charter School:

Frank Jerome
Name
Interim Chief Business Officer
Title
530-895-2650
Telephone
fjerome@chicocountryday.org
E-mail address

**CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

Charter School Name: Chico Country Day School

CDS #: 04-61424-6113773

Charter Approving Entity: Chico Unified School District

County: Butte

Charter #: 112

Fiscal Year: 2022/23

Accrual Basis (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)

Modified Accrual Basis (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	FY 2022/23			Totals for 2023-24	Totals for 2024-2025
		Unrestricted	Restricted	Total		
ADA Assumptions	ADA			545.00	545.00	546.00
	Undup Pupils			140.00	140.00	140.00
VENUES						
Revenue Limit Sources						
Local Control Funding Formula	8011	2,450,294.00	0.00	2,450,294.00	2,637,223.00	2,835,303.00
Education Protection Act Funds	8012	1,367,953.00	0.00	1,367,953.00	1,367,953.00	1,367,953.00
Charter Schools Gen. Purpose Entitlement - State Aid	8015	0.00	0.00	0.00	0.00	0.00
State Aid - Prior Years	8019	0.00	0.00	0.00	0.00	0.00
Tax Relief Subventions (for rev. limit funded schools)	8020-8039	0.00	0.00	0.00	0.00	0.00
County and District Taxes (for rev. limit funded schools)	8040-8079	0.00	0.00	0.00	0.00	0.00
Miscellaneous Funds (for rev. limit funded schools)	8080-8089	0.00	0.00	0.00	0.00	0.00
Revenue Limit Transfers (for rev. limit funded schools):						
PERS Reduction Transfer	8092	0.00		0.00	0.00	0.00
Other Revenue Limit Transfers	8091, 8097	0.00	0.00	0.00	0.00	0.00
Total, Revenue Limit Sources		3,818,247.00	0.00	3,818,247.00	4,005,176.00	4,203,256.00
Federal Revenues						
No Child Left Behind	8290		0.00	0.00	0.00	0.00
Special Education - Federal	8181, 8182	71,250.00	68,100.00	139,350.00	72,500.00	72,500.00
Child Nutrition - Federal	8220		0.00	0.00	0.00	0.00
Other Federal Revenues	8110, 8260-8299		68,100.00	68,100.00	72,000.00	75,000.00
Total, Federal Revenues		71,250.00	136,200.00	207,450.00	144,500.00	147,500.00
Other State Revenues						
Charter Schools Categorical Block Grant	8480	0.00		0.00	0.00	0.00
Special Education - State	StateRevSE		429,793.00	429,793.00	430,000.00	432,000.00
All Other State Revenues	StateRevAO	210,000.00	55,000.00	265,000.00	270,000.00	275,000.00
Total, Other State Revenues		210,000.00	484,793.00	694,793.00	700,000.00	707,000.00
Other Local Revenues						
Charter Schools Funding in Lieu of Property Taxes	8780	1,431,996.00		1,431,996.00	1,431,996.00	1,431,996.00
All Other Local Revenues	LocalRevAO	250,000.00	75,000.00	325,000.00	270,000.00	280,000.00
Total, Local Revenues		1,681,996.00	75,000.00	1,756,996.00	1,701,996.00	1,711,996.00
TOTAL REVENUES		5,781,493.00	695,993.00	6,477,486.00	6,551,672.00	6,769,752.00
EXPENDITURES						
Certificated Salaries						
Teachers' Salaries	1100	1,745,000.00	125,000.00	1,870,000.00	1,900,000.00	1,930,000.00
Certificated Pupil Support Salaries	1200	42,000.00	180,000.00	222,000.00	255,000.00	275,000.00
Certificated Supervisors' and Administrators' Salaries	1300	220,000.00	113,000.00	333,000.00	343,000.00	355,000.00
Other Certificated Salaries	1900	0.00	0.00	0.00	0.00	0.00
Total, Certificated Salaries		2,007,000.00	418,000.00	2,425,000.00	2,498,000.00	2,560,000.00
Non-certificated Salaries						
Instructional Aides' Salaries	2100	120,000.00	325,000.00	445,000.00	485,000.00	495,000.00
Non-certificated Support Salaries	2200	125,000.00	5,000.00	130,000.00	135,000.00	140,000.00
Non-certificated Supervisors' and Administrators' Sal.	2300	270,000.00	10,000.00	280,000.00	290,000.00	300,000.00
Clerical and Office Salaries	2400	245,000.00	35,000.00	280,000.00	284,000.00	294,000.00
Other Non-certificated Salaries	2900	40,000.00	8,000.00	48,000.00	46,600.00	46,600.00
Total, Non-certificated Salaries		800,000.00	383,000.00	1,183,000.00	1,240,600.00	1,275,600.00

Description	Object Code	FY 2022/23			Totals for 2023-24	Totals for 2024-2025
		Unrestricted	Restricted	Total		
Employee Benefits						
STRS	3101-3102	349,196.00	87,553.00	436,749.00	429,000.00	435,000.00
PERS	3201-3202	220,000.00	20,000.00	240,000.00	225,000.00	230,000.00
OASDI / Medicare / Alternative	3301-3302	114,000.00	19,000.00	133,000.00	126,000.00	127,000.00
Health and Welfare Benefits	3401-3402	388,000.00	122,000.00	510,000.00	555,000.00	555,000.00
Unemployment Insurance	3501-3502	16,500.00	4,500.00	21,000.00	18,000.00	19,000.00
Workers' Compensation Insurance	3601-3602	32,000.00	5,000.00	37,000.00	32,000.00	32,000.00
Retiree Benefits	3701-3702	0.00	0.00	0.00	0.00	0.00
PERS Reduction (for revenue limit funded schools)	3801-3802	0.00	0.00	0.00	0.00	0.00
Other Employee Benefits	3901-3902	0.00	0.00	0.00	0.00	0.00
Total, Employee Benefits		1,119,696.00	258,053.00	1,377,749.00	1,385,000.00	1,398,000.00
Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	25,000.00	1,000.00	26,000.00	8,000.00	8,000.00
Books and Other Reference Materials	4200	14,000.00	1,000.00	15,000.00	6,000.00	6,000.00
Materials and Supplies	4300	142,000.00	25,000.00	167,000.00	92,000.00	92,000.00
Noncapitalized Equipment	4400	10,000.00	30,000.00	40,000.00	35,000.00	35,000.00
Food	4700	12,000.00	1,000.00	13,000.00	8,000.00	8,000.00
Total, Books and Supplies		203,000.00	58,000.00	261,000.00	149,000.00	149,000.00
Services and Other Operating Expenditures						
Home to School Transportation	5100	0.00	0.00	0.00	0.00	0.00
Travel and Conferences	5200	40,000.00	30,000.00	70,000.00	20,000.00	20,000.00
Dues and Memberships	5300	12,000.00	500.00	12,500.00	13,000.00	13,000.00
Insurance	5400	100,000.00	4,000.00	104,000.00	105,000.00	108,000.00
Operations and Housekeeping Services	5500	125,000.00	0.00	125,000.00	98,000.00	100,000.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	300,000.00	0.00	300,000.00	285,000.00	285,000.00
Professional/Consulting Services and Operating Expend.	5800	288,000.00	57,000.00	345,000.00	375,000.00	375,000.00
Communications	5900	17,000.00	1,000.00	18,000.00	30,000.00	30,000.00
Total, Services and Other Operating Expenditures		882,000.00	92,500.00	974,500.00	926,000.00	931,000.00
Capital Outlay (Obj. 6100-6170, 6200-6500 for mod. accr. basis only)						
Sites and Improvements of Sites	6100			0.00	0.00	0.00
Buildings and Improvements of Buildings	6200			0.00	0.00	0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			0.00	0.00	0.00
Equipment	6400			0.00	0.00	0.00
Equipment Replacement	6500			0.00	0.00	0.00
Depreciation Expense (for full accrual only)	6900	233,000.00		233,000.00	233,000.00	233,000.00
Total, Capital Outlay		233,000.00	0.00	233,000.00	233,000.00	233,000.00
Other Outgo						
Tuition to Other Schools	7110-7143	0.00		0.00	0.00	0.00
Transfers of Pass-through Revenues to Other LEAs	7211-7213			0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00	0.00	0.00
All Other Transfers	7280-7299			0.00	0.00	0.00
Debt Service:						
Interest	7438	64,218.91		64,218.91	61,766.53	59,264.85
Principal	7439	0.00		0.00	0.00	0.00
Transfers of Indirect / Direct Support Costs	7300-7399			0.00		
Total, Other Outgo		64,218.91	0.00	64,218.91	61,766.53	59,264.85
TOTAL EXPENDITURES		5,308,914.91	1,209,553.00	6,518,467.91	6,493,366.53	6,605,864.85
CESS (DEFICIENCY) OF REVENUES OVER EXPEND.						
FORE OTHER FINANCING SOURCES AND USES (A5-B8)		472,578.09	(513,560.00)	(40,981.91)	58,305.47	163,887.15

Description	Object Code	FY 2022/23			Totals for 2023-24	Totals for 2024-2025
		Unrestricted	Restricted	Total		
HER FINANCING SOURCES / USES						
Other Sources	8930-8979	0.00	0.00	0.00	0.00	0.00
Less: Other Uses	7630-7699	0.00	0.00	0.00	0.00	0.00
Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(510,410.00)	510,410.00	0.00	0.00	0.00
TOTAL OTHER FINANCING SOURCES / USES		(510,410.00)	510,410.00	0.00	0.00	0.00
T INCREASE (DECREASE) IN FUND BALANCE (C + D4)		(37,831.91)	(3,150.00)	(40,981.91)	58,305.47	163,887.15
VD BALANCE, RESERVES						
Beginning Fund Balance						
a. As of July 1	9791	8,163,856.90	0.00	8,163,856.90	8,122,874.99	8,181,180.46
b. Adjustments to Beginning Balance	9793, 9795	0.00	0.00	0.00		
c. Adjusted Beginning Balance		8,163,856.90	0.00	8,163,856.90	8,122,874.99	8,181,180.46
Ending Fund Balance, June 30 (E + F.1.c.)		8,126,024.99	(3,150.00)	8,122,874.99	8,181,180.46	8,345,067.61
Components of Ending Fund Balance (Optional):						
a) Nonspendable						
Revolving Cash	9711	475,000.00		475,000.00	475,000.00	475,000.00
Stores	9712	0.00	0.00	0.00	0.00	0.00
Prepaid Expenditures	9713	0.00	0.00	0.00	0.00	0.00
All Others	9719	270,000.00	0.00	270,000.00	270,000.00	270,000.00
b) Restricted	9740	0.00	3,180,594.59	3,180,594.59	2,994,825.37	2,931,659.73
c) Committed						
Stabilization Arrangements	9750	0.00		0.00	0.00	0.00
Other Commitments	9760			198,622.80	198,622.80	198,622.80
d) Assigned						
Other Assignments	9780	265,000.00		265,000.00	265,000.00	265,000.00
e) Unassigned						
Reserve for Economic Uncertainties	9789	475,000.00		475,000.00	475,000.00	475,000.00
Unassigned/Unappropriated	9790	6,641,024.99	(3,478,148.52)	3,258,657.60	3,502,732.29	3,729,785.08



CHICO UNIFIED
SCHOOL DISTRICT

Administrative Offices
1163 East Seventh Street
Chico, CA 95928-5999
530.891.3000
WWW.CHICOUSD.ORG

May 9, 2022

To: Wendy Fairon -Chico Country Day School
From: Vince Enserro, Director of Nutrition Services
Subject: MOU Regarding Cafeteria Assistant Position for the 2022-2023 School Year

The following outlines the Memorandum of Understanding between the Chico Unified School District and Chico Country Day School with respect to Nutrition Services for the 2022-23 school year:

1. Chico Country Day School will hire a 7-hour Cafeteria Assistant to work 180 days starting the day before school starts and ending the last day of school. CCDS will provide their own substitute in the case of an absence. The Cafeteria Assistant will provide meal services to the students at CCDS. This person will also be responsible for following all the State and Federal guidelines for the NSLP (training provided by CUSD Nutrition).
2. The Cafeteria Assistant will work under the direction of the CUSD Director of Nutrition or Nutrition Supervisor. The Nutrition program will be monitored and reviewed by CUSD Nutrition Team per the CDE and USDA guidelines.
3. The Chico Unified School District will credit Chico Country Day School as follows:

Hourly rate for Cafeteria Assistant:	\$15.43
Payroll taxes:	\$6.03
Total Hourly rate:	\$21.46

Total 7 hours a day for 180 for a total payment of \$27,039.60, this total will be split and paid quarterly.
4. The CUSD Director of Nutrition must approve any other expenses including extra time, extra inventory and anything related to the NSLP.
5. The CCDS meal program is required to cover any additional cost that maybe incurred; this includes lack of reimbursement to cover the operating cost. The operating cost are based on labor, food and supply, unpaid meal charges, small wares equipment replacement or any outstanding cost associated with the program. The costs are based on an average cost of a breakfast is \$1.98 lunch \$2.35, minus labor and ending inventory. To cover these costs CCDS needs to have an average 62 breakfast for 179 days and 130 lunches for 179 days.
6. This MOU is subject to change at any time during the school year, at the discretion of the Director of Nutrition for Chico Unified School District.

Chico Country Day School:

For the Chico Unified School District:

Signature

Date

Signature

Date



CAFETERIA ASSISTANT

DEFINITION Under general supervision, to perform and assist in performing a variety of duties, routine and special, in preparation, cooking and serving a variety of foods, including USDA approved school lunch operations. Such duties shall include setting up, cleaning and assisting in cleaning of facilities, equipment and utensils.

SUPERVISION EXERCISED - Exercises no supervision.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

- Serve students, teachers, parents and staff.
- Participate in the preparation of meals from scratch ingredients using standardized recipes; assist in cooking main dishes; assist in the preparation of meal items.
- Set up steam tables and serving counters, including trays and other items necessary for serving food.
- Participate in the preparation and serving of food, use and operation of computer system to track the sale of food and beverages, and maintaining the kitchen and food areas in a clean and sanitized manner.
- Assess leftovers; order items and supplies necessary for next day meal preparation; wrap and store leftovers.
- Clean serving counters, tables and kitchen areas; wash pots and pans; utilize the dishwasher for cleaning utensils, trays and other miscellaneous dishes.
- Collect and account for money collected and maintain records of items sold utilizing a Point of Sale system.
- Put away ordered stock items and leftovers as appropriate. Assist in posting Nutritional Value Charts in areas as assigned.
- May serve as Cafeteria Satellite Manager upon the request or absence of the Cafeteria Satellite Manager upon completion of required training.
- Ensure compliance by following Local, State and Federal regulations. Perform related duties and responsibilities as assigned.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

- Use, care and operational characteristics of modern institutional kitchen utensils, appliances and equipment.
- Basic principles, methods and techniques of inventory maintenance.
- Procedures, methods and techniques of preparing and serving meals.

- Principles of sanitation and personal hygiene applicable to food service and kitchen maintenance, including proper cleaning and sanitizing methods for food service and kitchen areas.
- Basic mathematical principles.
- Use and operation of weighing and measuring devices.
- Proper food handling and storage practices and procedures.
- Occupational hazards and standard safety practices necessary in the area of food preparation and service.
- Modern office practices, methods and equipment.
- Principles and procedures of record keeping and reporting.
- Operate a variety of modern institutional kitchen tools, appliances and equipment in a safe and effective manner.
- Prepare and serve a wide variety of foods.
- Operate basic office equipment.
- Perform mathematical computations quickly and accurately.
- Successfully utilize a Point of Sale system.
- Communicate professionally and effectively both verbally and electronically.

Ability to:

- Apply and maintain high standards of sanitation and personal hygiene.
- Follow applicable health and sanitation requirements.
- Work quickly and efficiently in performing a variety of food service duties.
- Accept payments and accurately make change.
- Read, understand and follow applicable health and sanitation requirements.
- Learn proper food handling and storage practices and procedures.
- Respond to requests and inquiries from students and school staff.
- Understand and follow oral and written instructions.
- Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.
- Interpret and apply the policies, procedures, laws and regulations pertaining to assigned programs and functions.
- Complete required Local, State, and Federal training/certificate programs.
- Effectively manage work time.

Experience and Training Guidelines:

- Any combination equivalent to experience and training that would provide the required knowledge, skills and abilities would be qualifying.

A typical way to obtain the knowledge, skills and abilities would be:

Experience: One year of paid or volunteer food preparation and kitchen maintenance experience.

Training: Formal or informal education or training which ensures the ability to read and write at a level necessary for successful job performance.

Specialized training or course work in food preparation, basic child nutrition or a related field is desirable.

Special Requirements: Essential duties require the following physical skills and work environment:

Chico Country Day School

2022-2023 School Event Calendar

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

8/15: First Day of School

13 days

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

9/5: Labor Day, No School

9/7: Minimum Day

21 Days

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

10/6: Minimum Day: Conferences

10/7: No Student Day: Conferences

20 Days

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

11/2: Minimum Day

11/10: No Student Day

11/11: Veteran's Day Holiday

11/21-25: Thanksgiving Break

15 Days

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

12/7: Minimum Day

12/23-1/6 Winter Break

16 Days

January 2023						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

1/11 - Minimum day

1/16: MLK, Jr. Day - No School

16 Days

February 2023						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

2/1: Minimum Day

2/10: Lincoln's Birthday- No School

2/20: President's Day - No School

18 Days

March 2023						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

3/10: Minimum Day

3/13-3/17: Spring Break

18 Days

April 2023						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29/30

4/5: Minimum day

4/7: In Lieu Admissions Day - No School

4/10: Travel Day - No School

18 Days

May 2023						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

5/10-5/12: Minimum Days - Conferences

5/29 Memorial Day, No School

June 2023						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

6/2: Last Day of School

6/2: Bridging Ceremony

6/2: 8th Grade Graduation

2 days

179 Days of School

Semesters End: 12/22 and 6/2

End of Semester

First/Last Day of School

Minimum Day, 12:30 Dismissal

No School

k-3 1:30 Dismissal, 4-8th 1:45 Dismissal



Chico Country Day School Responsibilities of a Board Member

TERM: Three years if elected by the Board, (or if in the case of filling a vacancy, the remainder of the term being filled). Two time renewal.

STRUCTURE: The board should have a membership that includes diversity in the areas of age, ethnicity, gender, experience, and knowledge.

FUNCTIONS OF THE BOARD OF DIRECTORS:

Program:

1. Participate in the development of goals and objectives
2. Establish policies
3. Participate in the strategic planning process
4. Participate in fundraising activities

Finance:

1. Approve annual budget and monitor financial management
2. Approve special funding projects
3. Approve new projects and programs
4. Establish financial policy

Administration:

1. Participate in evaluation of the school and of the Chief Executive Officer.

Organizational:

1. Elect officers and nominate candidates to fill vacancies on the Board
2. Amend bylaws of organization, as necessary.

SPECIFIC RESPONSIBILITIES OF A BOARD MEMBER

1. Attend all regular and special meetings of the Board
2. Attend committee meetings as necessary
3. Attend Board retreat
4. Attend events such as the Annual Auction
5. Adhere to the Brown Act (Government Code 54950) regarding Board member conduct.
6. Adhere to standard code of parliamentary procedures during board meetings.

GENERAL RESPONSIBILITIES OF A BOARD MEMBER

1. Provide leadership and discussion in board deliberations
2. Be conversant about CCDS
3. Be in a position to support policy and programs in informal settings
4. Effectively communicate the school's success and programs
5. Be politically aware in regard to charter school issues
6. Actively engage in school fundraising

LIMITATIONS

1. Directors should not interpret school policy in self interest or use their position for personal gain.
2. No director can legally obligate the school.
3. Directors should not usurp authority of school administration



Board of Directors Nomination Form

The Board Development Committee of the CCDS Board is accepting Board Member nominations. A document containing Responsibilities of a Board Member is attached.

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

Name:

Address:

Home phone:

Work phone:

Please describe your occupation or business/professional activities:

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

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

Why do you want to participate on the CCDS Board?

Please share your involvement with other volunteer or service organizations:

Please list any personal references:

Signature:

Please return this form to: Chico Country Day School, 102 West 11th Street, Chico, CA 95928,
fax to 530-895-2646 or email to lhoppel@chicocountryday.org.



Student Policy # 22

Tobacco and Vape Free Campus Policy

Prohibition Against Tobacco Use

Note: *Education Code* 48900 and 48901 prohibit students from possessing, smoking, or using tobacco on school grounds, as provided in the following paragraph. Pursuant to *Education Code* 48900, students who violate this prohibition may be subject to discipline, including suspension or expulsion. However, pursuant to *Education Code* 48900.5, it is recommended that other means of correction that address the student's conduct be implemented instead of suspension or expulsion; see the section "Intervention/Cessation Services" below and AR 5144 - Discipline. In addition, *Health and Safety Code* 104420 and 104559, as added by ABX2 9 (Ch. 5, Statutes of 2016), prohibit the use of tobacco products in district buildings, on district property, and in district vehicles by any person at any time; see BP 3513.3 - Tobacco-Free Schools.

Students shall not possess, smoke, or use tobacco or any product containing tobacco or nicotine while on campus, while attending school-sponsored activities, or while under the supervision and control of district employees. (*Education Code* 48900, 48901)

(*cf.* 3513.3 - Tobacco-Free Schools)

(*cf.* 5131 - Conduct)

(*cf.* 5144 - Discipline)

(*cf.* 5144.1 - Suspension and Expulsion/Due Process)

(*cf.* 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Note: The following definitions of "smoking" and "tobacco products" are specified in Business and Professions Code 22950.5 and incorporated by reference into *Education Code* 48901, as amended by SBX2 5 (Ch. 7, Statutes of 2016).



Smoking means inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, pipe, tobacco, or plant product intended for inhalation, whether natural or synthetic, in any manner or form, and includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking. (Business and Professions Code 22950.5; *Education Code* 48901)

Tobacco products include: (Business and Professions Code 22950.5; *Education Code* 48901)

1. A product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff
2. An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah
3. Any component, part, or accessory of a tobacco product, whether or not sold separately

These prohibitions do not apply to a student's possession or use of his/her own prescription products. However, student possession or use of prescription products in school shall be subject to the district's policy and regulation for addressing the administration of medications on campus. (*Education Code* 48900)

(*cf. 5141.21 - Administering Medication and Monitoring Health Conditions*)

Prevention Instruction

Education Code 51202 requires the district to offer a course of study at the appropriate elementary and secondary grade levels that includes the effects of tobacco upon the human body. *Education Code* 51202 also requires that the course of study in secondary grades include instruction on the effects of tobacco upon prenatal development. See AR 6143 - Courses of Study. The state's content standards for health education include a number of standards at selected grade levels from K-12 related to the health consequences of tobacco use.



The TUPE program provides resources for supplemental instruction in grades 6-12 that addresses specified topics; see the accompanying administrative regulation. CDE's Guidelines for Tobacco Prevention, contained in its Getting Results publication, recommend developmentally appropriate instruction in grades K-12, with instruction that is especially intensive in grades 6-9 (particularly the transition year from elementary to middle school/junior high) and is reinforced in high school.

The district shall provide developmentally appropriate tobacco-use prevention instruction for students at selected grade levels from K-12 pursuant to *Education Code* 51202. Such instruction shall be aligned with state content standards and the state curriculum framework for health education and with any requirements of state and/or federal grant programs in which the district participates.

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6143 - Courses of Study)

Intervention/Cessation Services

Pursuant to *Health and Safety Code* 104420 and 104460, districts receiving TUPE funds must provide students with access to intervention and cessation services and must provide pregnant and parenting minors with access to designated services. The district may fulfill these requirements either through the direct provision of services or through referrals to available services. See the accompanying administrative regulation. Pursuant to *Education Code* 48900.5, such intervention should be implemented to correct student behavior rather than suspension or other measures that may exclude a student from instruction.

The district may provide or refer students to counseling, intensive education, and other intervention services to assist in the cessation of tobacco use. Such intervention services shall be provided as an alternative to suspension for tobacco possession.

(cf. 1020 - Youth Services)

(cf. 5141.6 - School Health Services)



(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6164.2 - Guidance/Counseling Services)

Program Planning

Health and Safety Code 104420 requires the CDE to give priority for TUPE funding to programs that, in addition to targeting current tobacco users, target students most at risk for beginning to use tobacco. Student populations considered to be "most at risk" are to be identified by the district through a local needs assessment, as provided in the following paragraph.

The district's tobacco-use prevention and intervention program shall be based on an assessment of tobacco-use problems in district schools and the community, an examination of existing services and activities in the community, and a determination of high-risk student populations that are most in need of district services.

Health and Safety Code 104420 and *104435* require districts receiving TUPE funds, with assistance from the county office of education, to coordinate efforts with the "lead local agency" in the community, defined in *Health and Safety Code 104400* as the county or city health department.

The Superintendent or designee shall coordinate with the local health department and county office of education in program planning and implementation. He/she may establish an advisory council including students, parents/guardians, district staff, representatives of the local health department and community organizations, law enforcement professionals, and/or others with demonstrated expertise in tobacco prevention and cessation.

(cf. 1220 - Citizen Advisory Councils)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

The Superintendent or designee also shall coordinate the district's tobacco-use prevention and intervention program with other district efforts to reduce students' use of illegal substances and to promote student wellness.



(cf. 5030 - Student Wellness)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.63 - Steroids)

The Superintendent or designee shall select tobacco-use prevention programs based on the model program designs identified by the California Department of Education (CDE) and may adapt the model to meet district needs. *(Health and Safety Code 104420)*

Note: Pursuant to TUPE Acceptance of Funds Guidance on the CDE's web site, TUPE grant funding will not be awarded to an applicant that receives any funding or educational materials from the tobacco industry, or from any agency which has received funding from the tobacco industry, for the purpose of implementing tobacco-use prevention or intervention programs.

The Superintendent or designee shall not accept for distribution any materials or advertisements that promote the use or sale of tobacco products. He/she also shall not accept tobacco-use prevention or intervention funds or materials from the tobacco industry or from any entity which is known to have received funding from the tobacco industry.

(cf. 1325 - Advertising and Promotion)

(cf. 3290 - Gifts, Grants and Bequests)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

Program Evaluation

Districts that accept TUPE funds are required by the CDE to administer the core California Healthy Kids Survey in the first year of funding and at least every other year thereafter to assess the health-related behavior of a representative sample of students in grades 7, 9, and 11. In addition, districts that receive funding through TUPE are required to complete the TUPE Annual Report by June 30 of each year.

To evaluate the effectiveness of the district's program and ensure accountability, the Superintendent or designee shall biennially administer the California Healthy Kids Survey or



another appropriate student survey at selected grade levels in order to assess student attitudes toward tobacco and student use of tobacco. He/she also shall annually report to the Board, and to the CDE if required, the data specified in *Health and Safety Code 104450*.

(cf. 0500 - Accountability)

(cf. 5022 - Student and Family Privacy Rights)

(cf. 6162.8 - Research)

The results of program evaluations shall be used to refine program goals and objectives and make changes as needed to strengthen program implementation.

Legal Reference:

EDUCATION CODE

8900 Suspension or expulsion (grounds)

48900.5 Suspension, limitation on imposition; exception

48901 Smoking or use of tobacco prohibited

51202 Instruction in personal and public health and safety

60041 Instructional materials, portrayal of effects of tobacco use

BUSINESS AND PROFESSIONS CODE

22950.5 Stop Tobacco Access to Kids Enforcement Act; definitions

HEALTH AND SAFETY CODE

104350-104495 Tobacco-use prevention education

104559 Tobacco use prohibition



119405 Unlawful to sell or furnish electronic cigarettes to minors

PENAL CODE

308 Minimum age for tobacco possession

CODE OF REGULATIONS, TITLE 17

6800 Definition, health assessment

6844-6847 Child Health and Disability Prevention program; health assessments

UNITED STATES CODE, TITLE 20

7111-7122 Student Support and Academic Enrichment Grants

CODE OF FEDERAL REGULATIONS, TITLE 21

1140.1-1140.34 Unlawful sale of cigarettes and smokeless tobacco to minors

ATTORNEY GENERAL OPINIONS

88 Ops.Cal.Atty.Gen. 8 (2005)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

TUPE Acceptance of Funds Guidance

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Health Framework for California Public Schools: Kindergarten Through Grade Twelve, 2003

Student Policy #22 : Tobacco and Vape Free Campus Policy

Adopted: 6/15/2022



Getting Results: Part II California Action Guide to Tobacco Use Prevention Education, 2000

WEST ED PUBLICATIONS

Guidebook for the California Healthy Kids Survey

WEB SITES

[CSBA](#) 

[California Department of Education, Tobacco-Use Prevention Education](#)

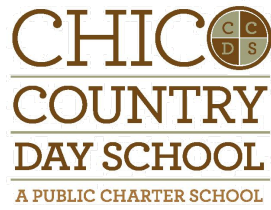
[California Department of Public Health, Tobacco Control](#) 

[California Healthy Kids Resource Center](#) 

[California Healthy Kids Survey](#) 

[Centers for Disease Control and Prevention, Smoking and Tobacco Use](#) 

[U.S. Surgeon General](#) 



TIMELINE		Expected Outcomes of Focus on Learning Joint Process ACS/WASC/CDE				
		1	2	3	4	5
		Involvement of Educational Partners	Clarification of SLOs and Academic Standards	Analysis of Data about Students and Student Achievement	Assessment of Quality of School Program and Student Learning against ACS/WASC/CDE Criteria	Alignment of Schoolwide Action Plan and Capacity to Implement and Monitor Progress
	ACTION ITEMS					
2022						
APR	Identify Leadership Team Prospects	✓				
	Create website repository for templates, key documents, evidence, and reports					
	Schedule meetings and release time					
	Call for volunteers	✓	✓			
	Start gathering evidence	✓				
MAY	Work Session with teachers + staff	✓	✓			
	Survey educational partners on strengths and areas for improvement based on ACS/WASC/CDE criteria	✓		✓	✓	
	Identify Section Captains (TBD)	✓				
	Gather evidence	✓				
JUN	Task 1: Refine the student/community profile based on analyzed and disaggregated data. Clarify the schoolwide learner outcomes.	✓	✓	✓		
	Pandemic reponse					
	Update Schoolwide Action Plan			✓		✓
	Gather evidence	✓				
JUL	Task 2: Summarize the progress based upon the schoolwide action plan, i.e. the single plan for student achievement that included critical areas for follow-up from last full self-study (and mid-term) report(s).	✓				✓
	Draft Progress Report (2016 to present)					

	Identify Graphic Designer					
	Gather evidence	✓				
AUG	Task 3: Summarize implication of the data: identify 2 to 3 critical learner needs; determine important related questions for Work Groups (Home/Focus Groups).	✓		✓		✓
	Task 4: Evaluate quality of the school program in relation to ACS/WASC/CDE criteria with emphasis on the identified critical learner needs and correlated schoolwide learner outcomes. Synthesize the information, determine strengths and growth needs, and identify potential action steps.	✓	✓	✓	✓	✓
	Publish WASC page on CCDS website, including timeline, overview, and invitation to participate.	✓				
	Schedule PTP Work Session	✓				
SEP	Schedule School-Wide Work Session					
	Schedule Student Forum	✓				
OCT	Schedule Board Work Session	✓				
NOV	Task 5: Revise the comprehensive schoolwide action plan, i.e. the Single Plan for Student Achievement. Define schoolwide growth targets. Establish an ongoing follow-up process to monitor implementation and accomplishment of the schoolwide action plan.	✓	✓			✓
	Present major findings to stakeholders	✓				
DEC	Present draft report to Board	✓				
2023						

JAN	Final draft					
	Submit to designer					
FEB	Final review					
	Print					
MAR	Submit final report to WASC					
APR	Logistical preparations for WASC visit					
MAY	WASC visit					