



AGENDA

BOARD OF DIRECTORS SPECIAL BOARD MEETING

June 5, 2020 10:00 am

Join Zoom Meeting

<https://us04web.zoom.us/j/78003179567?pwd=cTRwNjczcXIUTjVJKzVGUUNOVzZGZz09>

Meeting ID: 780 0317 9567

Password: 5mvj4w

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

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

Boardofdirectors@chicocountryday.org

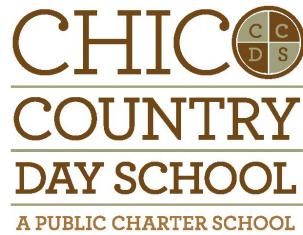
Mission Statement

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

2019-20 CCDS Board Members:

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

1. **CALL TO ORDER & ROLL CALL**
2. **DISCUSSION/ACTION ITEMS**
 - 2.1 Resolution regarding the Paycheck Protection Program (PPP)
 - 2.2 Teacher Contract 2020-2021
3. **ADJOURNMENT:** Adjourn; Next Special Meeting is June 22, 2020



Information, Procedures and Conduct of CCDS Board Meetings:

Student Participation:

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

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

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

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

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

Paycheck Protection Program (PPP) – NCNB Resolution to Apply

Background information

- The paycheck protection program is part of the Coronavirus Aid, Relief and Economic Security Act (CARES Act) that The United States Congress passed on 3/27/2020.
- As part of the CARES Act it expanded the SBA section 7(a) loan program which supports small businesses & non-profit organizations (500 employees or less).
- The Paycheck Protection Program helps small businesses/noon-profit organizations by providing cash-flow assistance through 100% federally guaranteed loans to employers who maintain their payroll during COVID-19. If employers maintain their payroll, the loan amount is forgiven, as long as the loan funds are only used for permitted purposes (payroll costs, mortgage payments, lease obligations, interest on prior indebtedness, certain utilities, additional wages paid to tipped employees).

Educational Implications

- Our ability to provide quality instruction will be challenged by the reduced funding expected from the economic changes resulting from the pandemic.

Fiscal Implications

- The loan amount could be up to 2.5 x average monthly payroll costs from 2019 (\$640,997.40)
- The amount spent during the 8-week period beginning on the date of the origination of the loan for eligible expenses would be forgiven. (Our intent would be to use it for payroll, mortgage, and utilities)
- These funds would allow for additional cash flow going into the future with the potential of LCFE deferrals and decreases.
- Any amount not forgiven will bear interest rate of 1% fixed and mature no later than 2 years after the amount of forgiveness is applied. Payments of PPP loans will be deferred for 6 months.

Recommendation:

- We recommend that the board approve the application for the Payroll Protection Program. Since we do not currently receive Title 1 funds, we will not be eligible for other federal COVID19-driven relief programs for schools. And, as a charter, we do not have access to the low-cost lending options available to school districts. We will remain vigilant regarding any changes to the program or perception issues. After funding, we will have 10 days to decide whether or not to use the funds. If funded, we can reevaluate the appropriateness of the program.



Board Resolution

Regarding the Paycheck Protection Program (PPP)

BE IT RESOLVED, THAT Chico Country Day School authorizes the application to the Paycheck Protection Program (PPP) through Northern California National Bank. The Paycheck Protection Program helps small businesses and non-profit organizations by providing cash-flow assistance through 100% federally guaranteed loans to employers who maintain their payroll during COVID-19. If employers maintain their payroll, the loan amount is forgiven, as long as the loan funds are only used for permitted purposes, such as payroll costs, mortgage payments, interest on prior indebtedness, and certain utilities. Since CCDS does not currently receive Title 1 funds, we are not eligible for other federal COVID-19-driven relief programs for schools. As a charter school, we do not have access to low-cost lending options available to school districts.

The following people are authorized to sign legal documents in regards to the Paycheck Protection Program for Chico Country Day School:

Michele Mittman, Treasurer
Jessika Lawrence, Board Chair
Margaret Reece, Chief Business Officer

PASSED and ADOPTED by the Board of Directors of CHICO COUNTRY DAY SCHOOL at a meeting held on June 4, 2020 by the following vote:

Ayes:

Noes:

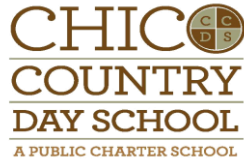
Absent:

Abstain:

ATTEST:

Fawn Ruby, Secretary

Date



CHICO COUNTRY DAY SCHOOL

~~2018-2019~~2020-2021 EMPLOYMENT AGREEMENT: TEACHER

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

A. Recitals

1. The School desires to secure the services of Employee as a Teacher.
2. Employee desires to perform such services for the School, on the terms and conditions set forth in this Agreement.
3. The School and Employee understand and acknowledge that the COVID-19 global pandemic has significantly impacted current operations and that there are many uncertainties that exist as to the ongoing or future impacts that COVID-19 may have on all aspects of school operations, which include, but in no way are limited to, issues such as student enrollment and funding.

NOW, THEREFORE, based on the above and the current anticipated operational needs for the 2020-2021 school year, and in consideration of the promises and of the mutual agreements set forth herein, the parties hereto agree as follows:

B. Employment Terms and Conditions

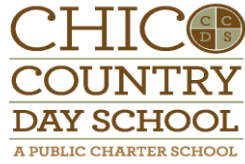
1. Duties.
 - a. Employee is hired for the job of **1.0 FTE Teacher** for the School and will perform the duties set forth on the job description attached as Exhibit “A” as well as any tasks reasonably assigned by the School in its sole discretion, including, but not limited to, different or additional duties based on impacts to operational needs and demands related to the COVID-19 global pandemic. 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 shall comply with all School policies and procedures as amended or modified from time to time. To the extent any such policies and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail

Teacher: ~~2019-2020~~2021



- 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 must be flexible and the School may at times make assignments that are in addition to those expressly described in this Agreement and the job specification.
2. Non-Instructional Assignments. Employee acknowledges that, in addition to instructional time, Employee will be required to perform non-instructional job responsibilities, and to supervise student activities as assigned by the School including, but not limited to the following:
 - a. Prep Time: The school will provide 3 hours of prep and collaboration time per week.
 - b. Supervision Duty: A minimum of 10 minutes before, during, or after school student supervision duty as assigned by the School is required.
 - c. Meetings: Attend all staff meetings, SST's, IEP's and special meetings by administration, as required by the position.
 - d. School-wide Activities: Attendance at a minimum of 2 designated school-wide activities or events per year, including Back to School Night, Spring Exhibition Night, and an additional school-wide activity, set by the Director of Education.
3. Term. Subject to the terms and conditions of this Agreement, the School hereby agrees to employ Employee, and Employee hereby accepts employment by the School, for the period from August 13~~2~~, 2019-2020 to June 3, 4, 2020-2021 (the "Term") unless terminated earlier pursuant to Paragraph 9.
4. Work Hours.
 - a. Regular work hours: Employee has been hired on a full-time basis. 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. Employee will be an exempt employee and will not be eligible for overtime. At a minimum, Employee's work hours will start no later than 7:45 and will end no earlier than 3:15 pm. The exception will be non-student working days with a work schedule as set by the School.

Teacher: ~~2019-2020-2021~~



b. **Staff Development:** Staff development will be required and provided by the School. If the Employee misses a School provided session, it is the responsibility of the Employee to meet the requirement. Staff development hours not provided by the School must be pre-approved by the School and may be required to be outside of regular paid work days and at the Employee's own expense.

5. **Work days:** The Employee will be required to work at least ~~18548~~ working days. This includes Preparation Days, Parent conference preparation, administrative meetings, grade level meetings, and staff development workshops.

6. **Compensation:** In consideration for the services to be rendered under this Agreement, the School will pay Employee a gross salary of **\$XYZ per year** less applicable withholding and authorized deductions. Salary will be paid bi-monthly over the Term beginning on August 30 and ending on June 15 unless Employee opts in writing to be paid over twelve months. Employee's placement on the School's salary scale, adopted in June 2019 (Exhibit B), is as follows:

Step: X
Column: Z

7. **Employee Benefits:** Employee will be entitled to participate in designated employee benefit programs and plans established by the School (subject to program and

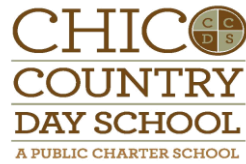
eligibility requirements) for the benefit of employees, which from time to time may be amended and modified by the School. These benefit programs and plans are limited to retirement and health and welfare benefits. Employee is not entitled to holidays, vacation or sick leave other than as set forth in Paragraph 8.

8. **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 Term. Accrual commences on Employee's first day of employment and continues during the Term. Requests for and use of sick leave shall be governed by the School's policies then in effect. Accrued, unused sick leave will carry over from year to year with There shall be no cap on accrual of sick leave. Sick leave will not be paid out on termination.

Commented [TST1]: Is this what you mean? As worded, you cannot say there is a 10 day cap and also say that there is no cap on accrual.



b. Personal Necessity Leave

Employee shall accrue two (2) days of personal necessity leave during the Term. 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 ~~continue to accrue~~ 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. Termination of Agreement/Employment.

This Agreement may be terminated by:

- a. Mutual Agreement of the Parties. This Agreement may be terminated at any time for any reason by mutual consent ~~for any reason~~ of the School and the Employee upon written Agreement.
- b. Nonrenewal of Agreement by the Board. The School may elect not to renew this Agreement for any reason at its sole discretion by providing the Employee with written notice of non-renewal by May 1st.
- c. Termination For Cause.



(1) The Employee may be terminated by the School at any time for cause. In addition, the Employee may be disciplined (e.g., reprimand, suspension with or without pay) for cause during the term of this Agreement. "Cause" shall include, but is not limited to, breach of this Agreement; violation of the School's policies or practices; endangerment of a student; any of the causes listed in Education Code sections 44836, 44837, 44932 and 44933; the Employee's failure to satisfactorily perform his or her duties.

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

d. Early Termination. The School may unilaterally terminate this Agreement without specifying a cause and without following the procedure set forth in Paragraph 9(c). In consideration of the School's right to terminate this Agreement pursuant to this provision, the School shall pay to the Employee the remainder of his/her salary for the term of this Agreement or for a period of one (1) calendar month following the effective date of termination, whichever is less, upon Employee's execution of a general release.

e. Death of Employee. The death or permanent disability of Employee (permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation) shall terminate this Agreement and all rights entitled under this Agreement.

~~e. The death or permanent disability of Employee (permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, with or without reasonable accommodation) shall terminate this Agreement and all rights entitled under this Agreement.~~



Revocation/Nonrenewal. In the event that the School's charter with its authorizing agency is either revoked or not renewed, this Agreement shall terminate immediately upon the effective date of the revocation/nonrenewal of the charter, and without the need for the process or payments outlined in Sections c or d above.

f. _____

g. _____

h. _____

~~i.f. Revocation/Nonrenewal. In the event that the School's charter with its granting agency is either revoked or not renewed, this Agreement shall terminate immediately upon the effective date of the revocation/nonrenewal of the charter, and without the need for the process outlined in Sections c or d above.~~

10. Confidential Information

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

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

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

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



11. Evaluation. Employee's classroom instruction shall be evaluated and assessed primarily by the Director of Education. The evaluation and assessment ~~shall be in writing~~ 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 dismissing the Employee in accordance with the terms of this Agreement or from choosing not to renew this Agreement.

12. ~~Outside Activities~~Professional Memberships. ~~Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. While employed by School, Employee may not engage in any outside activity, including paid employment, which would be a conflict of interest and/or would conflict with his/her responsibilities to School without first obtaining School's written approval.~~The Employee may undertake outside professional activities, including consulting, speaking, and writing only with prior written approval of the Director of Education. ~~Only with prior written approval, outside activities shall occur during regular work hours. The School shall in no way be responsible for any expenses attendant to the performance of such outside activities.~~

Commented [TST2]: Recommend against this; can be considered a gift of public funds

13. Child Abuse and Neglect Reporting.

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

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 hi/ 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. A copy of these statutes is attached as Exhibit C.



14. Credential.

- a. Employee represents that he/she possesses the following California Credentials, certificates or permits, duly registered with the California Commission on Teacher Credentialing.
- 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. Failure to maintain each credential may be treated by the School, at its sole option, as grounds for dismissal.
 - (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, this Agreement shall be cause for termination for cause and the School will no longer employ Employee, consistent with Section 9.c. above.

C. General Provisions

1. Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto with respect to its subject matter, merges and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter, and shall not be modified or terminated except by another agreement in writing executed by the School and Employee.



2. Severability. If any provision of the Agreement is held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment, and such provision shall be carried out as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability.
3. Governing Law. This Agreement will be governed by, construed and enforced in accordance with the laws of the State of California.
4. Successors and Assigns. Neither party shall have the right to assign this Agreement, or any rights or obligations hereunder, without the consent of the other party.
5. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.
6. Waiver. Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.
7. Amendments. No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing *and* signed by the authorized representative of both of the parties hereto.
8. Interpretation and Opportunity For Counsel. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the



provisions herein and no presumption shall arise concerning the draftsman of such provision.

D. Acceptance of Employment

By signing below, the Employee declares as follows:

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

Employee Signature: _____

Date: _____

Agreed to by the School:

Date: _____

Wendy Fairon, Director of Education
Chico Country Day School

Online and included as a PDF:
Appendix A: Job Description
Appendix B: Pay Scale
Appendix C: Mandated Reporter
Available to be printed if requested