



AGENDA

BOARD OF DIRECTORS SPECIAL BOARD MEETING

March 24, 2021 5:00 p.m.

<https://us02web.zoom.us/j/6362513717>

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.

2020-21 CCDS Board Members:

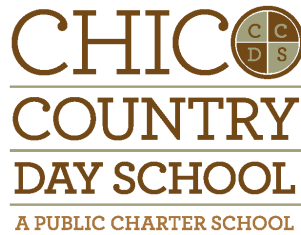
Jessika Lawrence, Chair
Michele Mittman, Treasurer
Fawn Ruby, Secretary
Jamie Clyde, Member
Thang Ho, Member
Nicole Plottel, Member

1. CALL TO ORDER & ROLL CALL (5:00 pm)

2. SPECIAL SESSION

- 2.1 Approval of contract between Altitude Learning and Chico Country Day School to provide professional development services and develop a CCDS Graduate Profile
- 2.2 On-campus learning and expanded cohorts

3. ADJOURNMENT: Adjourn; Next Regular Meeting is April 14, 2021



Information, Procedures and Conduct of CCDS Board Meetings:

Student Participation:

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

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

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

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

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

**STATEMENT OF WORK
LEARNER-CENTERED INNOVATION SERVICES**

Date: March 10, 2021

Altitude Learning's vision is to enable all children to reach their potential. We are an education+technology company that provides software, services and support to a nationwide network of schools with a shared aim of transforming educational experiences for students. We look forward to working with you!

Parties and contact information:

Altitude Learning	District
AltSchool, PBC d/b/a Altitude Learning 49 Stevenson Street, 10th Floor San Francisco, CA 94105 Attn: Katie Martin Email: katie.martin@altitudelearning.com	Chico Country Day School 102 West 11th Street Chico, CA 95928 Attn: Wendy Fairon Email: wfairon@chicocountryday.org Phone: 530-895-2650 or 858-829-5157

Services and Fees:

The Learner-Centered Innovation Program consists of a series of services and workshops designed and implemented by Altitude Learning to help schools and districts catalyze their shift towards a learner-centered educational model (the "Services").

Services	Description	Date	Fees
STRATEGIC CONSULTING	This professional learning engagement is based on our Theory of Change which will require aligning district beliefs and actual practices. In order to build the capacity and establish ownership of this work, it will begin by creating a guiding coalition of administrators, community members, educators, and students to help catalyze this effort. Includes biweekly meetings with the Guiding Coalition plus providing additional resources and feedback as needed: <ul style="list-style-type: none">• Build a Guiding Coalition• Develop a North Star: The Learner Profile• Establish Goals and Success Indicators of CCDS• Define the Learning Model	SY 2020-21	\$ 15,000
STRATEGIC CONSULTING	Continuing and building upon prior year's work: <ul style="list-style-type: none">• Iterate on the Learner Profile and Learning Model through practice and input from the community• Develop and implement Educator Competencies and a Professional Learning Strategy<ul style="list-style-type: none">◦ Define what a successful educator at CCDS does and develop a strategy of Professional Learning to help educators achieve their goals• Work with grade level and department teams to implement the Learning Model including assessment and instructional practices	SY 2021-22	\$ 25,000

STRATEGIC CONSULTING	<ul style="list-style-type: none"> Continue to iterate on the Learner Profile, Learning Model and Professional Learning Strategy through practice and input from the community Design and develop systems for implementing the Learning Model 	SY 2022-23	\$ 20,000
PERSONALIZED PROFESSIONAL LEARNING	<ul style="list-style-type: none"> In Year 2, Educators will begin to dig into the Learner Profile and Learning Model established in Year 1 to bring them to life in their classroom through a series of three learning cycles to shift their practice Each learning cycle includes: 1) A personalized workshop, 2) Individual teacher goal setting, 3) Community of Practice meetings, and 4) Resources for teachers to access asynchronously 	SY 2021-22	\$ 15,000
PERSONALIZED PROFESSIONAL LEARNING	<ul style="list-style-type: none"> In Year 3 Educators will continue to shift their practice in alignment with the Learner Profile and Learning Model 	SY 2022-23	\$ 15,000
Total Fee:			\$ 90,000

The term of this contract starts on March 10, 2021, and shall continue until June 30, 2023 or “the completion of the Services”] Fees shall be billed annually.

In the event that Altitude Learning is unable to perform any on-site services in person due to public health and/or travel restrictions imposed by state or Federal governments due to the COVID-19 pandemic or other public health crises, Altitude Learning will perform the services using remote technology.

All Services will be performed by qualified employee(s) of Altitude Learning selected by Altitude Learning in its discretion. Altitude Learning shall ensure that any such employee has the requisite education, skills and training to provide the Services in a professional manner.

This Statement of Work is entered into pursuant to the attached Terms and Conditions, which are incorporated herein by reference and, together with the Terms and Conditions, form the entire agreement (this “Agreement”) between AltSchool, PBC, a Delaware public benefit corporation d/b/a Altitude Learning (“Altitude Learning”) and the school or school district listed above (“District”). By signing below, you agree that the Terms and Conditions govern and are an integral part of the Agreement and that no other agreement with respect to the subject matter hereof, express or implied, exists between the parties. Neither the Statement of Work nor the Terms and Conditions may be amended except by written agreement of the parties.

The parties further agree that the Platform and Services Agreement between Altitude Learning and District dated July 24, 2020 shall be renewed for an additional one-year term as provided therein but for a license fee of \$20,000.

AGREED AS OF _____, 2021

ALTSCHOOL, PBC d/b/a ALTITUDE LEARNING

District:

By: _____
Name: Devin Vodicka
Title: _CEO
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

TERMS AND CONDITIONS LEARNER-CENTERED INNOVATION PROGRAM

These terms and conditions for Altitude Learning's Learner-Centered Innovation Program (these "Terms and Conditions"), together with the attached Statement of Work agreed to between the school or district listed thereon ("District") and AltSchool, PBC d/b/a Altitude Learning ("Altitude Learning"), set forth the entire agreement by which Altitude Learning will provide the services described in the Statement of Work to District (the "Agreement"). This Agreement is effective when a completed Statement of Work is executed and delivered by a duly authorized signatory of each party. Capitalized terms used but not otherwise defined in these Terms and Conditions have the meaning ascribed to such terms in the Statement of Work.

1. PAYMENT. For Altitude Learning's performance of Services, District will pay Altitude Learning fees stated as in each applicable Statement of Work, which serves as an invoice for such Services. District will pay each invoice no later than thirty (30) days after District's receipt thereof. Any invoice not paid within such thirty (30) day period will accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum amount permitted by law, whichever is lower.

2. OWNERSHIP. Altitude Learning will exclusively own all rights, title and interest in and to any software programs, tools, utilities, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials of any kind used or developed by Altitude Learning or its personnel in connection with performing Services (collectively "**Altitude Learning Materials**"), including all worldwide patent rights, copyright rights, trade secret rights, know-how and any other intellectual property rights therein. District will have no rights in any Altitude Learning Materials except as expressly set forth in this Agreement, and District agrees to keep Altitude Learning Materials confidential.

3. WARRANTY. Altitude Learning warrants that Services will be performed in a manner consistent with applicable industry standards. This warranty will be in effect for a period of thirty (30) days from the completion of any Services. As District's sole and exclusive remedy and Altitude Learning's entire liability for any breach of the foregoing warranty, Altitude Learning will, at its sole option and expense, promptly re-perform any Services that fail to meet this limited warranty or refund to District the fees paid for the non-conforming Services. THE EXPRESS WARRANTIES IN THIS SECTION 3 ARE IN LIEU OF, AND ALTITUDE LEARNING DISCLAIMS, ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF NONINFRINGEMENT.

4. LIMITATION OF LIABILITY. IN NO EVENT WILL ALTITUDE LEARNING BE LIABLE TO DISTRICT OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR COSTS OF PROCURING SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF ALTITUDE LEARNING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALTITUDE LEARNING'S TOTAL LIABILITY TO DISTRICT, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID TO ALTITUDE LEARNING BY DISTRICT UNDER THE STATEMENT OF WORK GIVING RISE TO ANY LIABILITY HEREUNDER. NEITHER PARTY SHALL HAVE ANY CONTRACTUAL INDEMNIFICATION OBLIGATIONS TO THE OTHER PARTY. Neither party will be responsible for any failure or delay in its performance under this Agreement (except for the payment of money) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, acts of terror, riot, acts of God or governmental action.

5. TERM AND TERMINATION. (a) This Agreement will commence on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will remain in force and effect for as long as Altitude Learning is performing Services pursuant to any Statement of Work. (b) Either party may terminate this Agreement (including all Statements of Work) if the other party breaches any material term of this Agreement or Statement of Work and fails to cure such breach within thirty (30) days after receipt of written notice thereof. (c) Upon the expiration or termination of this Agreement, (i) District will promptly return to Altitude Learning all Altitude Learning Materials; and (ii) District will, within thirty (30) days after receipt of Altitude Learning's invoice, pay all accrued and unpaid fees and expenses. (d) The rights and obligations of the parties contained in Sections 1, 2, 4, 5(c)-(d), 6, and 7 will survive the expiration or termination of this Agreement.

6. NOTICES. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given: (i) when delivered personally; (ii) one (1) business day after deposit with a nationally-recognized express courier, with written confirmation of receipt; or (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All such notices will be sent to the addresses set forth above or to such other address as may be specified by either party to the other party in accordance with this Section.

7. MISCELLANEOUS. This Agreement, together with all Statements of Work, constitutes the complete and exclusive agreement of the parties with respect to its subject matter and supersedes all prior understandings and agreements, whether written or oral, with respect to its subject matter. In the event of a conflict, the terms and conditions of each Statement of Work will take precedence over these Terms and Conditions. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto. Altitude Learning may not assign this Agreement without District's prior written consent, except to an affiliate or to a successor or acquirer, as the case may be, in connection with a merger or acquisition, the sale of all or substantially all of Altitude Learning's assets, or the sale of that portion of Altitude Learning's business to which this Agreement relates. Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and assigns. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will not be deemed an election of remedies and will be without prejudice to its other remedies under this Agreement or available at law or in equity or otherwise. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its body of law controlling conflict of laws. Any legal action or proceeding arising under this Agreement will be

brought exclusively in the federal or state courts located in the County of San Francisco, California and the parties irrevocably consent to the personal jurisdiction and venue therein. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.



827 Broadway, Suite 300 • Oakland, CA 94607 • www.siliconschools.com

March 19, 2021

Wendy Fairon
Chico Country Day School
102 W 11th St
Chico, CA 95928

Dear Wendy,

We are pleased to share that the Silicon Schools Fund has approved a grant to Chico Country Day School to support its implementation of The Altitude Learning Platform. We are excited to see the work unfold and to have Chico Country Day School team join our portfolio.

We have approved a grant of up to \$150,000. The first payment is for \$75,000 this spring 2021, with the possibility to receive up to an additional \$75,000 in the second year of the grant (fall 2021).

Our portfolio is collectively striving to discover innovations that personalize learning and create proof points of what is possible. We are guided in this work by three key goals:

1. Create schools that achieve amazing outcomes for students on California public funding
2. Discover innovative, high-quality personalized learning models and solutions
3. Provide leadership to the education sector by sharing the knowledge learned and demonstrating what is possible through innovation

Future funding from Silicon Schools will be contingent upon meeting the mutually agreed upon grant accountability metrics, fulfilling the three goals above, and living our values of innovation, knowledge transfer, and strong student outcomes. To accept this grant, please sign the attached term sheet and wire transfer form, and return these forms to us within two weeks. If you have any questions about the remaining steps in this process or the timeline, please contact me or Rob Schwartz.

Thank you for your great work. We are pleased to support your efforts.

Sincerely,

Brian Greenberg
CEO, Silicon Schools Fund



GRANT AGREEMENT
Silicon Schools Fund and Chico Country Day School

Grantee: Chico Country Day School

Grantee Representative: Wendy Fairon, Director of Education, Chico Country Day School

Purpose of Grant: To provide funding for Chico Country Day Schools' ongoing pursuit of innovative school model

Grant Type: Schools

Date Approved: Dec 2020

Grant Amount: \$75,000

Payment Date: Spring 2021

Terms:

Silicon Schools Fund (Grantor) believes that a grant to Chico Country Day School (Grantee) for the purposes, and on the terms and conditions, stated below in this Agreement will further Silicon Schools Funds' charitable purpose by designing and launching a new school that creates innovations in how students learn and how school is structured.

Grantor and Grantee agree to the following terms and conditions:

- a. Required Charitable Purpose and Specific Uses of Grant.** Grantor is making this grant to support Chico Country Day School. All grant funds shall at all times be held and used solely for the charitable project or purpose and specific use described above, and Grantee shall repay to Grantor any portion of the amount granted which is not distributed for that specific use. Any changes in the purposes or use for which grant funds are spent must be approved in writing by the Grantor before implementation.
- b. Prohibited Uses.** In addition to the above-described specific restrictions, Grantee shall not use any portion of the funds granted herein, or any income therefrom:
 - a. To undertake any activity for any purpose other than religious, charitable, scientific, literary, or educational;
 - b. To cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the Internal Revenue Code;
 - c. To carry on propaganda, or otherwise attempt to influence legislation;
 - d. To influence the outcome of any public election or to carry on, directly or indirectly, any voter registration drive.



- c. **Accountability metrics.** Grantee will work to meet the accountability metrics (exhibit A) that have been jointly arrived at between the Grantee and Grantor.
- d. **Community engagement.** Grantee will be a vibrant member of the Silicon Schools Fund community and live its values of providing innovative leadership, sharing learnings, and delivering great outcomes on public funding.
- e. **Reporting by Grantee.** Grantee will provide a report on the progress toward achieving the grant's purpose by October, 2021. This report will describe the compliance with the terms of this grant, describe performance against agreed upon metrics, and provide a detailed account of how the grant was spent. Grantor will provide a set of questions to be answered in this report. Grantee agrees to provide basic information regarding the school (enrollment, interim assessment data, and student-level SBAC data) for the next five years of the school's operation.

Potential payment date	Report due date
December 2021 (\$75,000)	October 1, 2022

- f. **Notice of changes.** Grantee shall notify Grantor immediately of any change in Grantee's non-profit status, key personnel essential to the ongoing administration of the organization or program or funding that may impair the ability of Grantee to fulfill its obligations under this Agreement. Any significant changes, additions or deletions to any part of the program goals, objectives, activities, outcomes, timetable, or budget as originally approved must be requested in writing by Grantee and approval, if given, will be indicated in writing by Grantor. If there is any question as to the significance of a particular change, please contact Grantor.
- g. **Intellectual Property.** Grantee grants the Grantor a non-exclusive, non-commercial, perpetual, worldwide, transferable, royalty-free license (the "*License*") to:
 - a. any and all work product, source code, computer programs, applications, writings, other works of authorship, copyrights, inventions, designs, utility models, patents, trademarks, and trade secrets;
 - b. applications or derivatives of or related to any of the foregoing; and
 - c. any other intellectual property rights;

that (x) arise or result from Grantee's direct or indirect use of the Grant, or (y) are created by or for Grantee in furtherance of the Purpose (collectively, the "*Grant-Related Intellectual Property*"). The License includes at least the following rights: (i) to make or have made, use, import, or provide any service, product, method, or apparatus, covered by the Grant-Related Intellectual Property; (ii) to reproduce, prepare derivative works of, make improvements to, perform, display, and distribute any work, process, or service, covered by the Grant-Related Intellectual Property; and (iii) a limited right to sublicense the Grant-Related Intellectual Property to third-parties either for use by any such third party solely to support the Grantor's non-commercial use of the Grant-Related Intellectual Property, or for non-commercial use by any such third party.

- h. **Indemnification.** Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Grantor, its officers, directors, trustees, employees, and agents, from and against any and all claims,



liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or in carrying out the program or project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of Grantor, its officers, directors, trustees, employees, or agents.

- i. **Remedies.** In the event that Grantee violates or fails to carry out any provision of this Agreement, Grantor may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee, and Grantor may demand the return of all or part of the unexpended grant funds, which the Grantee shall immediately repay to Grantor.
- j. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.
- k. **Entire agreement; amendments and waivers.** This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.

Silicon Schools Fund is excited for our partnership with Chico Country Day School and we look forward to seeing your work evolve.

Upon signing this contract, the undersigned agree to the terms of this agreement.

Brian Greenberg
CEO, Silicon Schools Fund

Wendy Fairon
Dir. of Education, Chico Country Day
School

Date

Date



Exhibit A: Milestones

Year 1:

- Build a Guiding Coalition
- Develop a North Star: The Learner Profile
- Establish Goals and Success Indicators of CCDS
- Define the Learning Model



Wire Transfer Information

Please complete the needed information below so we can complete a wire agreement upon execution of this agreement

Name of Bank:

Bank Address:

ABA Number (for domestic wires):

Account name:

Account address:

Account number:

Organization FEIN:

Contact name and info to confirm wire information:

If you have any questions or concerns regarding this information, please contact Amy Ng at amy@siliconschools.com or at (510) 224-4298.

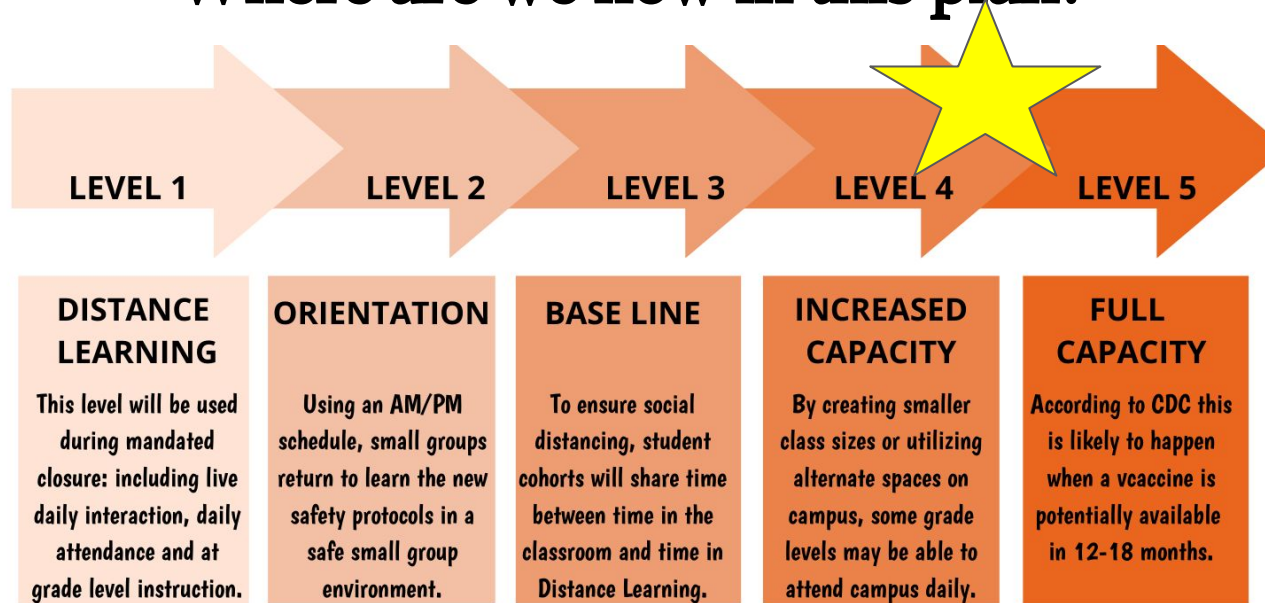




March 24, 2021

5 Levels of Flexible Learning for 2020-21

Where are we now in this plan?

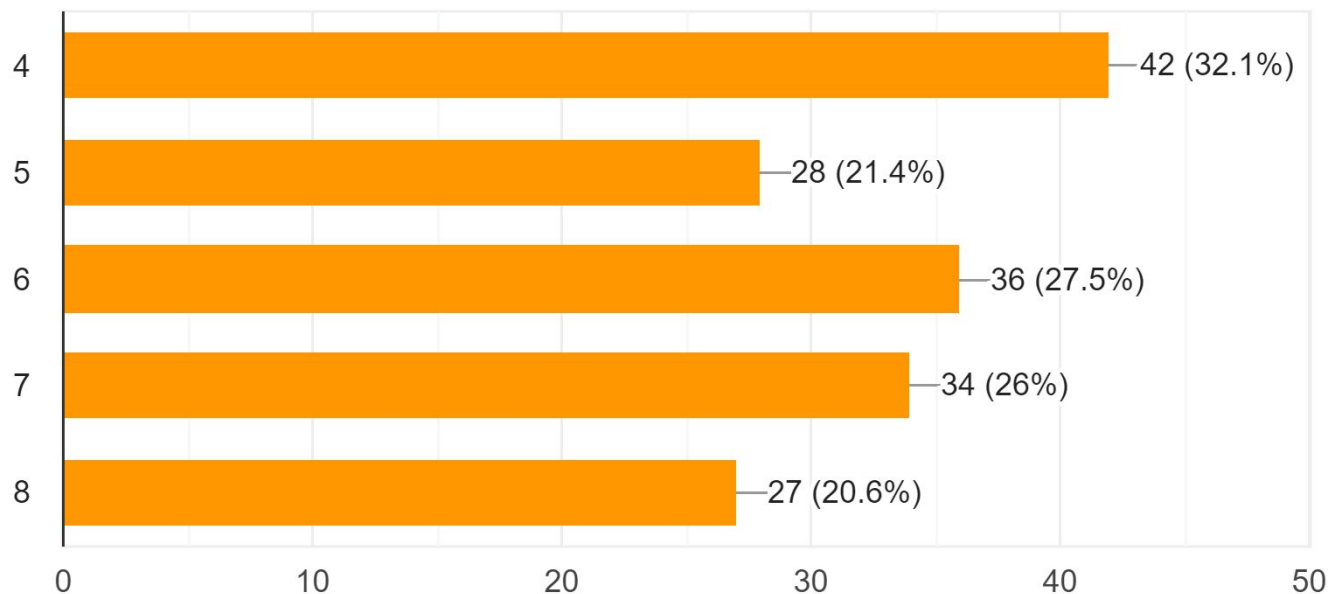


In response to shifts in capacity and information, CCDS is prepared to serve our community through each of these 5 levels. Our goal is to get every student back on campus everyday as quickly as possible, **following the most current health and safety guidelines.**

March 12 Family Survey

Student Grade Level (check all that apply)

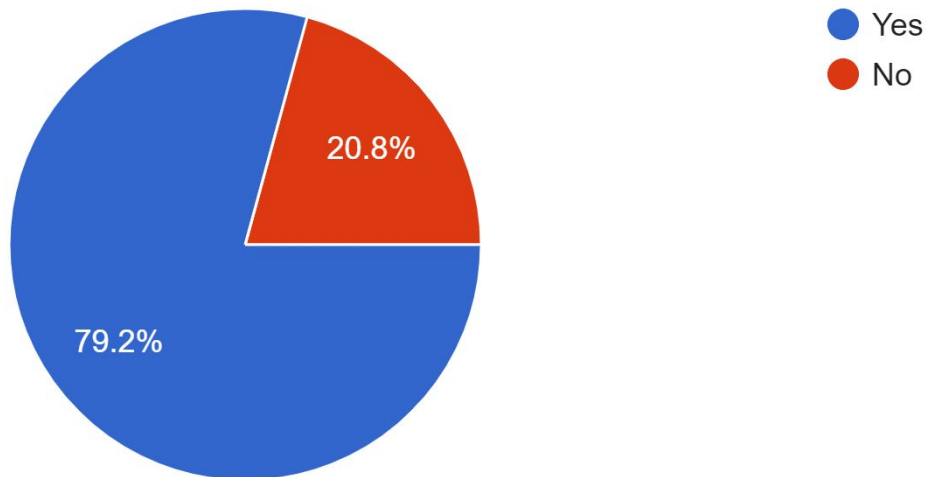
131 responses



March 12 Family Survey

With the 4' distancing guidance from CDPH, we could fit up to 31 desks in classrooms, spacing them wall-to-wall throughout the entire room. Stud...er to get more students into the classroom daily?

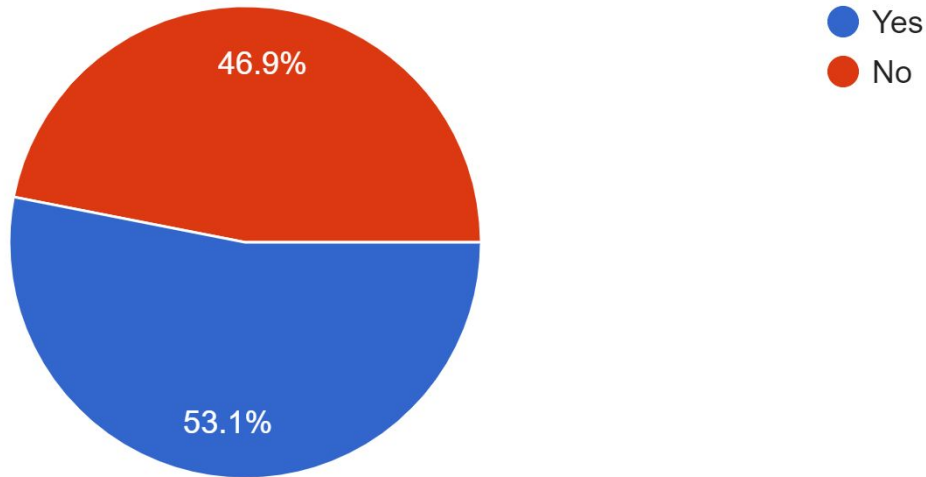
130 responses



March 12 Family Survey

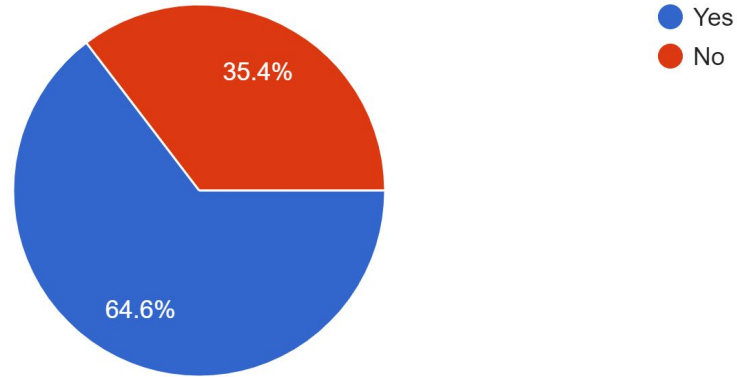
Our focus at this time is the 2021-2022 school year and we will ride out the schedule as is.

130 responses



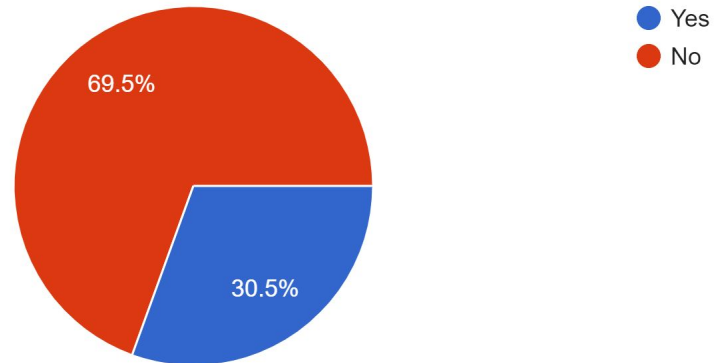
Having 31 students in the class is not concerning and we want to fill rooms to capacity.

130 responses



Having 31 students in the class is concerning and we do not want to fill rooms to capacity.

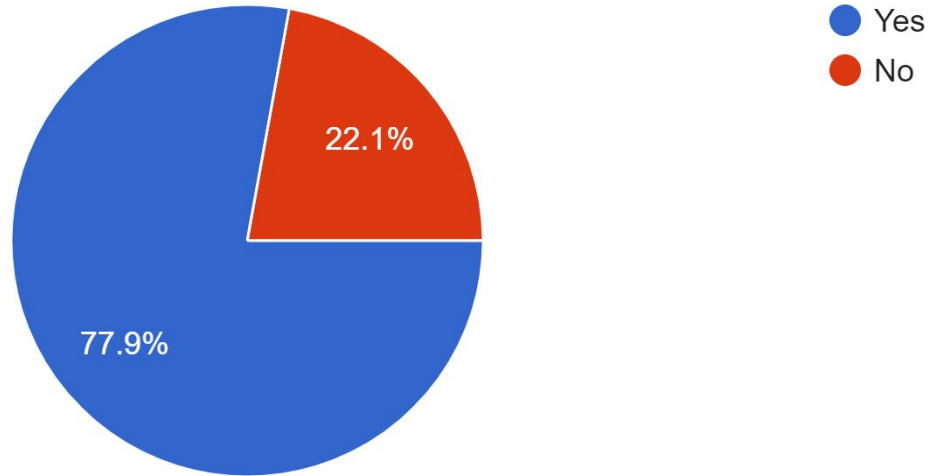
131 responses



March 12 Family Survey

An increase in cohort size could also increase the number of students who would need to quarantine if there is a COVID19 exposure. Is that a reasonable risk to take at this time in your opinion?

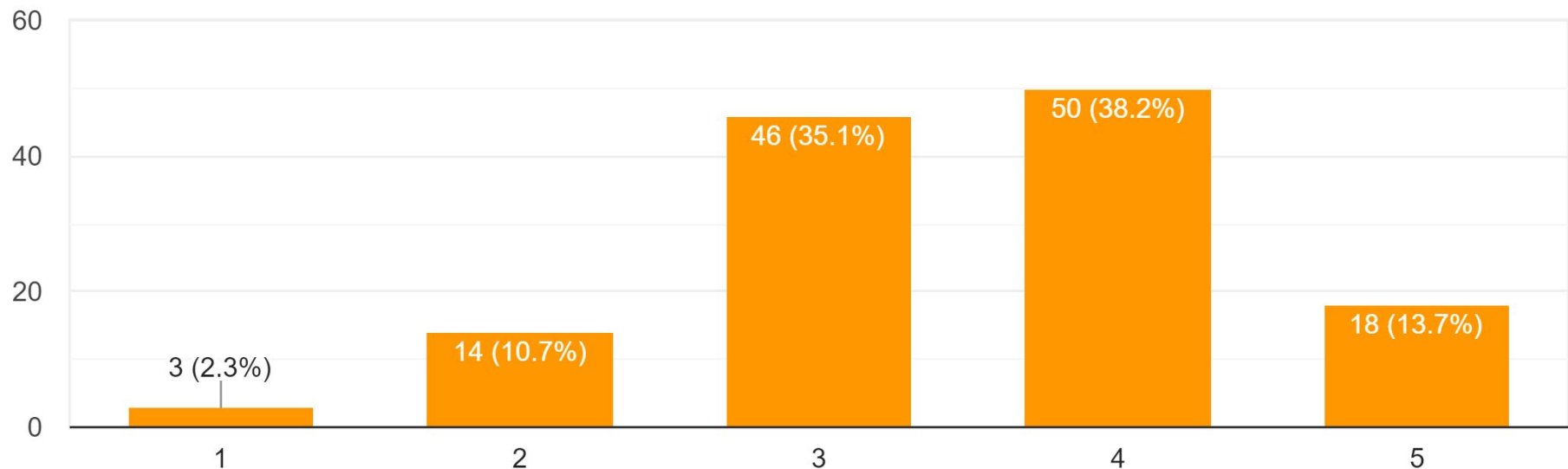
131 responses



March 12 Family Survey

This is a time of isolation in many ways - how are you and your family holding up?

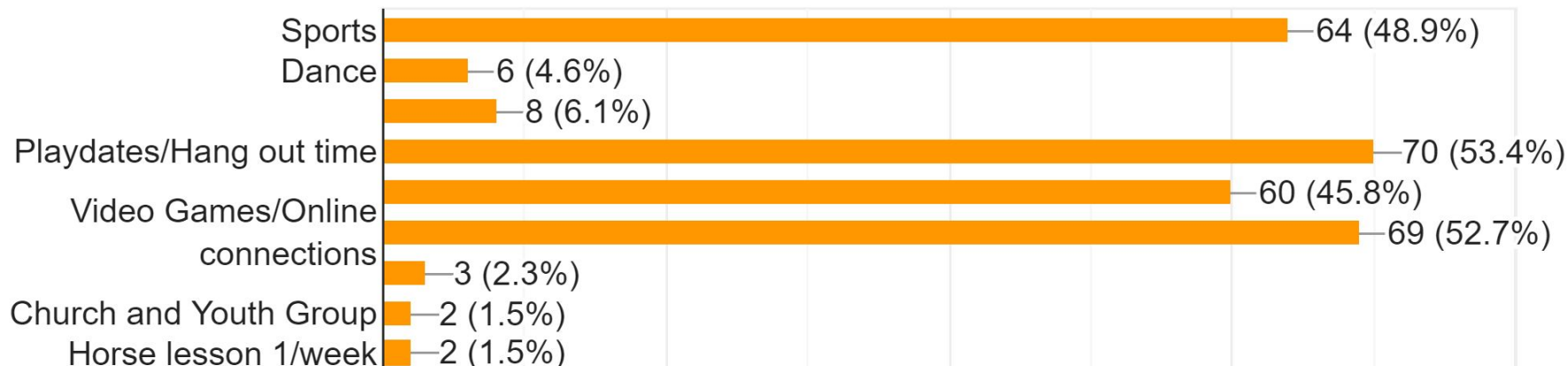
131 responses



March 12 Family Survey

What social connection activities does your student currently have?

131 responses



*6 students total answered “none”

Recap and Updates since March 10th Meeting

4th-8th Grade staff survey and grade-span meetings week of March 22nd

All TK-3 students on campus M, T, Th, F beginning March 22nd

4-8th Grade Family Survey March 12th

Change in CDPH Guidelines to 3' distancing

Proposal of Next Steps

All Tk-3: M, T, Th, F beginning March 22nd

All 7-8th M, T, Th, F: April 1st

All 4th-6th M, T, Th, F: April 12th (4 school days between grade level increases)

Wednesday remains asynchronous to support Distance Learning students, small group check-in via zoom, creation of digital instructional materials, assessment of student work,