



AGENDA

BOARD OF DIRECTORS SPECIAL MEETING

April 6, 2020, 4:15pm

Chico Country Day School

Zoom Web Conference: <https://us04web.zoom.us/j/171371637?pwd=R0FTRIIHdUFWblQ2eTk2Vmo2ekqUT09>

This meeting will be conducted via web conference. To participate in the live meeting, click on the link below.
<https://us04web.zoom.us/j/171371637?pwd=R0FTRIIHdUFWblQ2eTk2Vmo2ekqUT09>

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.

1. CALL TO ORDER & ROLL CALL

2. SPECIAL SESSION

- 2.1 Emergency FMLA & Emergency Sick Leave Policy
- 2.2 Remote Work Agreement
- 2.3 Third Interim Budget Revision

3. ADJOURNMENT: Adjourn; Next regular meeting is May 13, 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.



Highlights of the Emergency Third Interim Budget Revision: 2019/20

The 3rd Interim budget revision is necessary due to the COVID-19 related closure of the school campus and the shift from classroom learning to distance learning. Without the second quarter local income and differing needs compared to the second interim budget, we are proposing the following changes:

- Lack of preschool & afterschool tuition, fundraising, donation, facility rentals and other local income equals a total loss of \$49973 to projected income. We have some income to cover costs related to COVID-19 - \$9230. This can be used for supplemental staff, cleaning supplies, or technology needs. Our ADA will stay what it was on February 29, which is approximately 96%, slightly less than what we had hoped but still good.
- Our goal with this budget revision is to conserve cash for cash flow and to preserve our workforce, including those that are paid through local income, without running a budget deficit.
- We have adjusted expenses that will not be needed for the rest of this year in areas such as instructional supplies, textbooks, professional development, and mileage, for example. Many of our expenses are static and difficult to adjust, such as waste disposal, PG & E, water service, or security monitoring. We have made an effort to reduce all of our operational costs such as PG & E, but it's difficult to foresee what impact that will have on the budget.
- Expense adjustments come in the areas of technology, office/printing supplies (ink, etc), cell phone/internet stipends, and postage. We are asking for a \$50 per month stipend for all staff working at home to cover some costs associated with using their own cell phones and internet services.
- Overall, our ending revenues over expenses is estimated to be ~\$80k. This will help us also if there is a reduction in our 19/20 funding. Even though the governor has said our funding will be 100%, that could change as this crisis unfolds and strains the state's finances.

The outlook for school finance next year and the year after is grim. The May Revision budget that will be out next month is going to change drastically from what we were expecting next year. We also will not be able to have our annual auction, which represents at least \$50,000 in fundraising income and that covers our costs for study trips, among many other "extra's" that help make CCDS the great school that it is. By making budgetary changes now, it will help in the future. We are also going to have to be prepared to make some difficult decisions for next year when we adopt a new budget.

Thank you.
Margaret



COVID-19 RELATED EMPLOYMENT POLICIES

VOLUNTARY AND TEMPORARY REMOTE WORK AGREEMENT

This VOLUNTARY AND TEMPORARY REMOTE WORK AGREEMENT ("Agreement") is made by and between Chico Country Day School, ("Employer" or "School") and _____ ("Employee").

RECITALS

WHEREAS, in consideration of the coronavirus and COVID-19 pandemic, the Employee has requested approval to work remotely (or telecommute) on a temporary basis in lieu of working on the School's premises;

WHEREAS, Employer has approved Employee's request for remote access on a temporary basis and on the terms and conditions set forth below provided Employee is able to competently perform all his/her duties, as assigned by the School;

WHEREAS, the purpose of this Agreement is to establish a clear understanding between Employee and Employer regarding the terms and conditions of remote work performed by Employee;

WHEREAS, this arrangement is not to be construed as an employee benefit that creates any sort of right or promise to allow Employee to telecommute. The option to telecommute and the termination of this Agreement remain at the sole and absolute discretion of the School. Employer and Employee further acknowledge and understand that the School provides an essential service and, as such, may require Employee to work on site as necessary for School operations; and

WHEREAS, this Agreement is not intended to supersede, and shall be interpreted in conjunction with, any existing employment contract between Employee and the School, and any provision in such agreement not in conflict herewith shall remain in full force and effect.

NOW WHEREFORE, in consideration of the above recitals, Employee and Employer agree to the following:

AGREEMENT

1. **Scope of Work.** Employee agrees to use remote access only to perform work specifically authorized by Employer. Employee understands that he/she may be required to resume his/her duties, in full or in part, on the School's premises at the request of the School

prior to the expiration of this Agreement. If Employee fails to report to work as directed, Employee may be subject to disciplinary action, up to and including termination.

2. **Duration of Agreement.** This Agreement expires automatically on **June 30, 2020**, unless terminated earlier by either party in their sole discretion.

3. **Compliance With School Policies.** Employee agrees to comply with all School policies and procedures while working remotely, including, but not limited to, all policies and procedures governing Employee's use of the School's electronic communications and computer systems.

4. **Timekeeping for Non-Exempt Employees Only.** Consistent with the School's policy, Employee is prohibited from working overtime without express written approval from Employee's supervisor. Employee agrees to comply with the School's timekeeping, meal and rest period policies while working remotely. Specifically, Employee agrees to accurately record all hours worked remotely in the School's timekeeping system. This means Employee must record whenever Employee begins, stops, or resumes working remotely. If Employee is required to take a meal period while working remotely, Employee must also accurately record the start and stop times of each meal period. Employee is not required to record the times of any rest periods. If Employee forgets to record any hours worked or the start and stop times of meal periods or experiences any issues with taking required meal or rest periods, Employee must immediately report these issues to their supervisor. It is Employee's personal responsibility to ensure that all such issues are immediately reported and that all hours worked remotely are accurately recorded on the School's timekeeping system. Accurately recording hours worked is not only a term and condition of employment, but it also facilitates the timely and accurate payment of wages and receipt of other employment-related benefits. Working "off the clock" or not accurately recording hours worked is strictly prohibited. This section only applies to the extent Employee is not classified as "exempt."

5. **Safety.** Employee agrees to maintain a safe and ergonomically sound work environment while working remotely, and to report work-related injuries to their supervisor at the earliest opportunity. Employee agrees to allow an authorized representative of Employer to inspect Employee's remote working environment as needed.

6. **Work Hours.** Employee will work from a.m. to p.m., **Monday through Friday**, except as otherwise directed in writing by Employee's supervisor. These hours are to be designated as "work hours." Employee must be able to be contacted via telephone and email during the Employee's work hours. Employee agrees that he/she may be required to work longer or outside of these expected work hours in order to complete Employee's job duties, and to the extent Employee is classified as exempt, Employee shall not be entitled to overtime.

7. **Voluntary Decision.** Employee acknowledges that Employee has voluntarily requested to work remotely in lieu of working at the School's premises. Because Employee is voluntarily choosing to work remotely, Employee understands and agrees that Employee is not entitled to reimbursement for certain home office expenses because the expenses were not

"necessarily incurred" in connection with work. Employee accepts those expenses as optional expenses that Employee voluntarily elected to incur by choosing to work remotely. As such, any internet, phone or other expenses incurred by Employee while working remotely are not necessary expenditures or losses incurred by Employee in direct consequence of the discharge of his or her duties for the School.

8. **Liability.** The School will not be liable for damages that occur to Employee's property due to participation in this Agreement.

9. **Expenses.** Employer will pay Employee a stipend in the amount of \$50 per month to cover reasonable expenses necessarily incurred by Employee as a result of remote work performed under this Agreement, including any internet and phone expenses. Employee acknowledges that because he/she has voluntarily agreed to work remotely, that Employee is not otherwise entitled to any reimbursement for remote work expenses.

10. **Pay.** All pay, leave and travel expense reimbursement entitlement will be accrued in the same manner as if Employee were not telecommuting.

11. **Leave of Absence.** Employee must request and obtain written approval for any leave taken in the same manner as if Employee were not telecommuting.

12. **Security Measures.** Employee will continue to follow approved safeguards in order to protect the data, property, records and assets of the School. All work product done at the home work area will be treated in the same manner as work product from the School's primary location and is the property of the School. All records, computer files, and correspondence must be safeguarded for return to the School's primary location. Computer files must be regularly backed up and saved.

13. **Childcare.** This Agreement is in no way meant to cover or provide for normal childcare requirements during work hours. Employees with small children must continue to make alternative childcare arrangements, except as agreed to by Employer in writing.

14. **Non-Compliance.** If Employee fails to comply with the terms and conditions of this Agreement or with any reasonable direction issued by Employee's supervisor regarding remote work, Employee will be subject to disciplinary action, up to and including revocation of remote work privileges and/or termination of employment.

15. **At-Will Employment.** Nothing in this Agreement alters the at-will nature of Employee's employment with the School. Either Employee or the School is free to terminate the employment relationship with or without notice or with or without cause.

Dated: _____

Employee's Signature

Employee's Printed Name

Dated: _____

NAME
POSITION, Chico Country Day School



COVID-19 RELATED EMPLOYMENT POLICIES

1. Emergency Family and Medical Leave Expansion Act ("E-FMLA")

In addition to other qualifying Family Care and Medical Leave identified in the Chico Country Day School's (CCDS) Employee Handbook, CCD provides Emergency Family and Medical Leave as described below.

Until no longer required by Federal law, CCDS will provide an eligible employee with up to 12 weeks of leave to care for their children, who are under the age of 18, because of a COVID-19 related school or child care related closure.

Eligible Employee: Eligible employee means an employee who has been employed by CCDS for at least 30 calendar days and is unable to work (or telework) due to a need for leave to care for that employee's son or daughter if the child's school or place of care has been closed, or the child care provider of such son or daughter is unavailable, due to a public health emergency.

Rehired Employees: Employees who were laid off by the employer not earlier than March 1, 2020, had worked for the employer for not less than 30 of the last 60 calendar days prior to the employee's layoff and was rehired by the employer are eligible employees.

Paid/Unpaid Leave: For the first 10 days for which an employee takes E-FMLA leave, it will be unpaid unless the employee elects to substitute any accrued vacation leave, personal leave, or medical or sick leave for unpaid leave.

After the first 10 days of leave, the leave shall be paid by CCDS in accordance with the following calculations:

- No less than two-thirds of an employee's regular rate of pay as determined under 29 U.S.C. § 207(e); and
- The number of hours the employee would otherwise be normally scheduled to work.
- If the employee's schedule varies from week to week to such an extent that the employer is unable to determine with certainty the number of hours the employee would have worked if the employee had not taken leave, the employer shall use the following in place of such number:
 - A number equal to the average number of hours that the employee was scheduled per day over the 6-month period ending on the date on which the employee takes such leave, including hours for which the employee took leave of any type.
 - If the employee did not work over such period, the reasonable expectation of the employee at the time of hiring of the average number of hours per day that the employee would normally be scheduled to work.

An employer shall not be required to pay more than \$200 per day and \$10,000 in the aggregate for

COVID-19 RELATED EMPLOYMENT POLICIES: EMERGENCY FMLA, EMERGENCY SICK LEAVE

ADOPTED: APRIL 2020

REVISED:

each employee for paid E-FMLA leave.

Notice: In any case where the necessity for E-FMLA leave is foreseeable, an employee shall provide CCDS with such notice of leave as is practicable.

Restoration to Position: An employee who takes E-FMLA leave shall be entitled, on return from such leave, (A) to be restored by the employer to the position of employment held by the employee when the leave commenced; or (B) to be restored to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

For Employers with Less than 25 Employees, add the following: Restoration of an employee to that employee's position shall not occur if the following conditions are met: (A) The employee takes E-FMLA leave; (B) The position held by the employee when the leave commenced does not exist due to economic conditions or other changes in operating conditions of the employer that affect employment and are caused by a public health emergency during the period of leave; (C) CCDS makes reasonable efforts to restore the employee to a position equivalent to the position the employee held when the leave commenced, with equivalent employment benefits, pay and other terms and conditions of employment. (D) If the reasonable efforts of the employer under (C) fail, the employer makes reasonable efforts during the period described below to contact the employee if an equivalent position described in (C) becomes available.

The period of contact is the 1-year period beginning on the earlier of (A) the date on which the qualifying need related to a public health emergency concludes; or (B) the date that is 12 weeks after the date on which the employee's leave under E-FMLA commences.

Employers of 50 employees or less may be granted some relief if regulations are promulgated.

Please refer to the Employee Handbook for other details relating to FMLA leave, which are incorporated herein by reference to the extent they do not conflict with this E-FMLA policy.

2. Emergency Paid Sick Leave ("E-Sick Leave")

In addition to CCDS's Sick Leave policy identified in the Employee Handbook, CCDS will provide to each employee employed by CCDS to the extent that the employee is unable to work (or telework) due to a need for leave because of any of the following:

- The employee is subject to a Federal, State or local quarantine or isolation order related to COVID-19;
- The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;
- The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis;
- The employee is caring for an individual who is subject to an order as described in the first bullet or has been advised as described in the second bullet;
- The employee is caring for a son or daughter of such employee if CCDS or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions;

- The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

All employees, regardless of how long the employee has been employed by CCDS, are eligible for E-Sick Leave.

For full-time employees, CCDS will grant the employee 80 hours of paid E-Sick Leave. For part-time employees, a number of hours granted will be equal to the number of hours that such employee works, on average, over a 2-week period.

If the employee's schedule varies from week to week to such an extent that the employer is unable to determine with certainty the number of hours the employee would have worked if the employee had not taken E-Sick Leave, the employer shall use the following in place of such number:

- A number equal to the average number of hours that the employee was scheduled per day over the 6-month period ending on the date on which the employee takes such leave, including hours for which the employee took leave of any type.
- If the employee did not work over such period, the reasonable expectation of the employee at the time of hiring of the average number of hours per day that the employee would normally be scheduled to work.

Unused paid E-Sick Leave does not carry over from 1 year to the next and is not paid out on termination. Once an employee who received paid E-Sick Leave returns to work, CCDS will not provide the employee any further paid E-Sick Leave.

CCDS shall not require, as a condition of providing paid E-Sick Leave, that the employee involved search for or find a replacement employee to cover the hours during which the employee is using paid E-Sick Leave.

Paid E-Sick Leave is calculated based on the employee's required compensation and the number of hours the employee would otherwise be normally scheduled to work, except that an employer shall not be required to pay more than \$511 per day and \$5,110 in the aggregate when an employee uses E-Sick Leave for that employee's own COVID-19 related needs, and \$200 per day and \$2,000 in the aggregate when an employee uses E-Sick Leave for caring for another person's COVID-19 related needs or the employee is experiencing any other substantially similar condition as specified above.

Account Number	Description	3rd Interim	2nd Interim	1st Interim	1920 Original Budget
REVENUE LIMIT					
		\$ 3,400,769.00	\$ 3,400,769.00	\$3,323,093.00	\$3,426,339.00
FEDERAL REVENUE					
		\$ 74,250.00	\$ 74,250.00	\$80,000.00	\$80,000.00
OTHER STATE REVENUES					
		\$ 419,338.00	\$ 410,108.00	\$429,973.00	\$411,973.00
SALES/DONATIONS					
		\$26,200.00	\$25,400.00	\$25,800.00	\$25,300.00
FEES					
		\$298,280.00	\$347,700.00	\$343,900.00	\$303,200.00
01-8678-001	FaciltyContracts	\$ 11,500.00	\$ 14,000.00	\$20,000.00	\$20,000.00
FUNDRAISING (PTP)					
		\$ 56,500.00	\$ 55,000.00	\$55,000.00	\$55,000.00
DONATIONS					
		\$ 10,530.00	\$ 13,200.00	\$15,700.00	\$10,500.00
MISC FUNDRAISING/REIMBURSEMENTS					
	TOTAL LOCAL INCOMI	\$433,247.00	\$492,450.00	\$505,550.00	\$449,100.00
01-8780-001	ChInLieuPropTax	\$ 1,240,956.00	\$ 1,240,956.00	\$1,255,443.00	
	TOTAL REVENUE:	\$ 5,568,560.00	\$ 5,618,533.00	\$5,594,059.00	\$5,550,362.00
EXPENSES:					
CERTIFICATED TEACHERS					
	TOTAL CERT SALARY	\$2,158,044.23	\$2,142,895.00	\$2,131,795.00	\$2,100,490.00
CLASSIFIED SALARIES					
	TOTAL CLASS SALARY	\$961,516.00	\$956,249.00	\$956,249.00	\$926,130.00
EMPLOYEE BENEFITS					
	TOTAL BENEFITS	\$1,162,915.00	\$1,128,601.00	\$1,123,806.00	\$1,146,936.00
BOOKS & SUPPLIES					
	TOTAL 4000	\$118,417.00	\$160,767.00	\$160,367.00	\$159,367.00

NON CAPITAL INVENTORY		\$17,600.00	\$25,000.00	\$25,000.00	\$25,000.00
TRAVEL & CONFERENCE		\$26,025.00	\$36,300.00	\$35,300.00	\$33,500.00
DUES & MEMBERSHIP		\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
INSURANCE		\$72,775.00	\$72,775.00	\$72,775.00	\$72,774.00
UTILITIES & HOUSEKEEPING		\$96,900.00	\$102,600.00	\$102,600.00	\$102,600.00
EQUIPMENT & RENTAL		\$179,000.00	\$208,000.00	\$202,000.00	\$197,000.00
STUDY TRIPS		\$21,525.00	\$36,475.00	\$34,000.00	\$34,000.00
SERVICES & OPERATING		\$390,696.00	\$439,721.00	\$447,546.00	\$397,496.00
COMMUNICATIONS		\$33,200.00	\$24,000.00	\$24,000.00	\$24,000.00
CAPITAL OUTLAY					
01-6900-001	Depreciation	\$237,350.00	\$237,350.00	\$237,350.00	\$237,500.00

TOTAL EXPENSES	\$5,487,963.23	\$5,582,733.00	\$5,564,788.00	\$5,468,643.00
REVENUE OVER EXPE	\$80,596.77	\$35,800.00	\$29,271.00	\$81,719.00