



AGENDA

BOARD OF DIRECTORS SPECIAL BOARD MEETING

August 3, 2020 5:00 p.m.

Join Zoom Meeting

<https://us04web.zoom.us/j/77604370982?pwd=Y1B4ZFNNd28rbThKUXFpRGhvVkIxZz09>

Meeting ID: 776 0437 0982

Passcode: gQ5Kie

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:

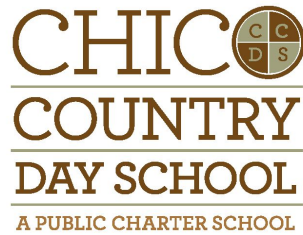
Jessika Lawrence, Chair
Chris Constantin, Vice Chair
Michele Mittman, Treasurer
Fawn Ruby, Secretary
Jamie Clyde, Member
Thang Ho, Member
Nicole Plottel, Member

1. CALL TO ORDER & ROLL CALL

2. SPECIAL SESSION

- 2.1 Consideration of contract with Altitude Learning
- 2.2 Consideration of Distance Learning reopening plan
- 2.3 Consideration of 45 day Budget Revision with reinstatement of step/column salary adjustments for certificated and classified employees.
- 2.4 Consideration of LLMF (Learning Loss Mitigation Funds) Budget
- 2.5 Consideration of MOU with Blue Oak Charter School for Nursing Services

3. ADJOURNMENT: Adjourn; Next Regular Meeting is August 12, 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.

PLATFORM & SERVICES AGREEMENT
Chico Country Day School

Date: July 24, 2020

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!

This Platform & Services Agreement ("PSA") and the attached Platform License Terms and Conditions, which are incorporated herein by this reference, form the entire agreement (the "Agreement") between AltSchool, PBC, a Delaware public benefit corporation d/b/a ("Altitude Learning") and the school or school district listed above ("District") as of July 24, 2020 (the "Effective Date"). By signing below, you agree that the Terms and Conditions 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 PSA nor the Terms and Conditions may be amended except by written agreement of the parties.

Services and Fees:

Starting on or around July 24, 2020] ("Service Commencement Date"), or such other date as will be agreed upon by Altitude Learning and District, Altitude Learning will provide the following services to District (the "Services") for the fees stated below ("Fees"). District will pay all Fees within thirty (30) days of each applicable due date listed below:

Service	Fees
<p>Core Platform: Licenses to use Altitude Learning's core educational software platform (the "Core Software Platform"), a set of tools and services that facilitates student-centered learning, including allowing educators to personalize instruction and goals for each student, review and provide feedback on student work, and track student progress and allowing students and parents to communicate with teachers, view assignments, and submit work.</p> <ul style="list-style-type: none">• Access to platform for all students, admins, educators, support providers, parents• Integrations with Google, Aeries-Eagle SIS• Customized standards/competencies taxonomies and rubric building tool• Library of high-quality sample units• Email support M-F	\$22,000
<p>Implementation: Implementation of the Core Software Platform, including assistance with account integration and student roster import on a mutually established schedule.</p> <ul style="list-style-type: none">• Dedicated Partner Success Lead for each school• Ongoing school-based implementation guidance and usage reviews for school leaders• Ongoing teacher guidance and support to drive proficiency and pedagogy• Quarterly program reviews and strategic planning sessions	<i>included</i>
<p>Training and PD: Onsite training and professional development ("PD") or consultation to support the implementation of the Core Software Platform for District's administrators, educators, students and parents, on a mutually established schedule. In the event that Altitude Learning is unable to provide such training and PD onsite due to travel or public health restrictions resulting from COVID-19 or other public health issue, Altitude Learning will provide such training and PD remotely.</p> <ul style="list-style-type: none">• <i>Please refer to proposal for details</i>	<i>included</i>
<p>Events: From time to time, Altitude Learning may host regional and national events for partner schools and districts, which include admission, food, and refreshments ("Partner School Events"). Altitude Learning may provide District with the opportunity to send up to three (3) District representatives to select events.</p>	<i>included</i>
<p>Virtual Support: Ongoing support in sharing best practices to assist in using the Core Software</p>	<i>included</i>

Platform. Support will be available for District during the hours of 9am-8pm EST Monday through Friday via support email. A dedicated Altitude Learning representative will be assigned to the District to facilitate support needs.	
TOTAL YEAR 1 COST	\$22,000

Payment Terms for Year 1	District Invoice Contact Information
\$22,000 to be invoiced 08/01/2020 All payments due 30 days from invoice date unless otherwise specified.	Chico Country Day School 102 West 11th Street Chico, CA 95928 Attn: Wendy Fairon Email: wfairon@chicocountryday.org Phone: 530-895-2650 <input type="checkbox"/> The District will issue a PO

Term and Renewal: The term of this Agreement begins the Effective Date and continues until July 31, 2021 (the "Term"). This Agreement will automatically renew for additional periods of one (1) year unless either party gives the other notice of non-renewal at least thirty (30) days prior to the end of the Term. Fees for each renewal term will automatically renew except as otherwise agreed in writing by the parties in advance of such renewal.

Parties and contact information:

Altitude Learning	District
AltSchool, PBC d/b/a Altitude Learning 585 Howard Street San Francisco, CA 94105 Attn: Karen Talbert Email: karen.talbert@altitudelearning.com Phone: [phone]	Chico Country Day School 102 West 11th Street Chico, CA 95928 Attn: Wendy Fairon Email: wfairon@chicocountryday.org Phone: 530-895-2650 or 858

Except as otherwise provided herein, all notices, statements and other documents, and all approvals or consents that either party is required or desires to give to the other party will be given in writing and will be served in person, by express mail, by certified mail, by overnight delivery, by facsimile, or by electronic mail at the respective addresses set forth on the applicable PSA, or at such other addresses as may be designated by such party. Delivery will be deemed made (i) at the time of service, if personally served, (ii) five (5) days after deposit in the United States mail, properly addressed and postage prepaid, if delivered by express mail or certified mail, (iii) upon confirmation of delivery by the private overnight deliverer, if served by overnight delivery, and (iv) at the time of electronic transmission (with successful transmission confirmation).

This PSA may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

ALTSCHOOL, PBC d/b/a ALTITUDE LEARNING:

By:
 Name: Ben Kornell
 Title: President
 Date: _____

DISTRICT:

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

PLATFORM SERVICES TERMS AND CONDITIONS

These terms and conditions for Altitude Learning's Platform License (these "Terms and Conditions"), together with the attached PSA agreed to between the school or district listed thereon ("District") and AltSchool, PBC d/b/a Altitude Learning ("Altitude Learning" or "Company"), set forth the entire agreement by which Altitude Learning will provide the Altitude Learning platform and services listed on the PSA. This Agreement is effective when a completed PSA 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 PSA.

1. Services. Subject to the terms and conditions of this Agreement, Company will provide services ("Services") to District in accordance with specifications elaborated in one or more PSA(s). All executed PSAs will be deemed incorporated herein by reference. District may access and use the Services solely for educational or administrative purposes and such access and use is expressly limited in accordance with this Agreement.

2. Fees, Invoicing and Taxes.

(a) **Fees and Invoicing.** District will pay Company the amounts set forth in the applicable PSA at the times and in the manner set forth therein. Payments are due net thirty (30) days from the date of invoice unless otherwise agreed by the parties in the applicable PSA. If payment is not made within thirty (30) days after the invoice due date, Company may, in its sole discretion, choose to do any or all of the following: (i) charge District a late fee on the unpaid balance at the lesser of one percent (1.0%) per month or the maximum lawful rate permitted by Applicable Law, or (ii) suspend District's and Authorized Users' right to access and use the Services, during which time District will continue to be charged for any period of suspension.

(b) **Taxes.** All fees and charges listed for the Services are exclusive of any sales, use, value-added, withholding and other taxes, duties and other governmental charges that may be imposed by any federal, state or local government or taxing authority on the use or provision of the Services or the payments made by District hereunder (collectively, "Taxes"). District will be responsible for and will pay all such Taxes, excluding any taxes based on Company's net income. Notwithstanding the foregoing, if District is entitled to an exemption from any Taxes, District may submit to Company a valid tax exemption certificate (in a form reasonably acceptable to Company) and income tax withholding certificate or other documentation acceptable to the applicable taxing authorities within fifteen (15) days of the first invoicing date.

3. Proprietary Rights.

(a) **Ownership.** Company and its licensors own all right, title, and interest in and to the Services and the Platform, including, without limitation, any and all patents, patent applications, copyrights, trade secrets, trademarks and other intellectual property rights therein, and all modifications, improvements, upgrades and derivative works related thereto. District acknowledges that the rights granted to District under this Agreement do not provide District with title to or an ownership interest in the Services. All rights in the Services not expressly granted to District hereunder are reserved by Company.

(b) **Rights in Platform Granted by Company.** Subject to District's compliance with the terms of this Agreement, Company grants District and Authorized Users a limited non-exclusive, non-transferable, non-sublicenseable license to access the Platform by and to use the Platform solely for educational or administrative purposes. Company reserves all rights in and to the Platform not expressly granted to District under this Agreement.

(c) **Restrictions.** District shall not directly or indirectly infringe or misappropriate any intellectual property rights of Company. Unless otherwise expressly permitted in this Agreement, District will not, directly or indirectly: (i) copy, reproduce, modify, translate, prepare derivative works of, decompile, reverse engineer, disassemble or otherwise attempt to derive the source code of the Services; (ii) use, evaluate or view the Services for the purpose of designing or creating a product or service competitive to the Service; (iii) sell, resell, encumber, sublicense, time-share, lend, transfer, lease, rent, distribute, or otherwise make available the Services to or for the benefit of any third party; (iv) attempt to interfere with or disrupt the Services or attempt to gain access to any systems or networks

that connect thereto (except as required to access and use the Services); (v) allow access to or use of the Services by anyone other than Authorized Users; (vi) take any steps to circumvent security practices for accessing and using the Services, including by circumventing features in the Platform for tracking and reporting data usage or the number of individual users or by multiplexing or sharing individuals' access to and/or use of the Services through any method; or (vii) authorize or knowingly permit a third party to do any of the acts set forth in this Section 3(c). District shall not allow the removal or modification of any proprietary notice made part of the Platform or any other component of the Services.

(d) **Feedback.** If District provides Company with any feedback, reports of errors, comments or suggestions for improvements to the Services ("Feedback"), District grants to Company a non-exclusive, perpetual, worldwide, irrevocable, royalty-free, sub-licensable license to use all such Feedback for any purpose without any obligation to District of any kind.

4. Representations and Warranties. District represents and warrants to Company that: (a) District has the legal power to enter into this Agreement, (b) District is in compliance with (and will remain in compliance with) all Applicable Laws that govern its operation of a school and its activities in connection therewith, including without limitation all Applicable Laws: (i) that govern the administration of background checks on teachers and school personnel and the use of the results obtained therefrom; and (ii) that set forth any requirements with respect to obtaining any required permissions or consent(s) for the use, collection, disclosure, sharing or transfer of confidential information, including Student Data, under the Family Education Rights Privacy Act (FERPA) and the Children's Online Privacy Protection Act (COPPA). To facilitate Company's provision of the Services under this Agreement, District will share Student Data with Company pursuant to the FERPA "District Official" exception; (c) District owns or has all rights in District Data and Educational Content that are necessary and sufficient for District to use District Data and Educational Content in connection with the Services, and to grant the rights to Company, as contemplated by this Agreement; and (d) prior to using any curriculum in connection with the Services (whether inputted by District or by Company on behalf of District), District will have proper licenses to use such curriculum.

5. Obligations.

(a) **Cooperation.** As a condition to Company's obligations under this Agreement, District will (i) provide Company with good faith cooperation and access as may be reasonably required by Company in order to provide the Services; (ii) provide Company with such personnel assistance and resources as may be reasonably requested by Company from time to time; and (iii) carry out in a timely manner all other District responsibilities set forth in this Agreement, including any applicable PSA.

(b) **Networking and Technology.** District acknowledges and agrees that District's and its Authorized Users' use of the Services is dependent upon access to appropriate telecommunications and Internet services. District agrees to install sufficient network capabilities, ensure that each student and teacher possesses a suitable device, and meet information technology capabilities necessary to support the Services. Company will not be responsible for any loss or corruption of data, lost communications or any other loss or damage of any kind arising from any such telecommunications and Internet services, including without limitation District's failure to provide the necessary telecommunications or Internet services.

(c) **Consent for Students.** District will obtain any consents from the parents or legal guardians of students as may be required under

Applicable Law for such students to access and use the Services.

6. Term and Termination.

(a) Term. The term of this Agreement commences on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will remain in effect until the expiration of all service terms set forth in any applicable PSA ("Service Terms").

(b) Termination. Either party may terminate this Agreement for breach if: (i) the other party breaches a material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice; or (ii) immediately upon written notice if the other party becomes the subject of a bankruptcy, insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding. Either party may terminate this Agreement at any time for convenience upon sixty (60) days' written notice to the other party.

(c) Effect of Termination. Upon any expiration or termination of this Agreement (i) the rights and licenses granted by Company to District hereunder will automatically terminate; (ii) District and Authorized Users will promptly cease all use of the Services; (iii) District will pay all amounts due to Company within thirty (30) days from the effective termination or expiration date; and (iv) each party shall return or destroy and will make no further use of any Confidential Information, materials, or other items (and all copies thereof) belonging to the other party, provided that Company may retain a copy of all District Data in its possession or control and may retain and use all such District Data consistent with the right granted to Company under Section 7(a). Upon the expiration or termination of this Agreement, at District's request, Company will provide District with a copy of all District Data in its possession or control, subject to District's payment to Company of all reasonable expenses incurred by Company in providing such District Data to District. All fees paid as of the expiration or termination of this Agreement will be nonrefundable. Termination of this Agreement will not limit either of the parties from pursuing any other remedies available to it, including injunctive relief. The rights and obligations of Company and District contained in Sections 2, 3, 6(c), 7, 8, 9, 10, and 11 will survive any expiration or termination of this Agreement.

7. Data Collection, Ownership, and Use; Privacy.

(a) District Data and Educational Content. As between Company and District, District will retain all ownership rights in District Data and Educational Content. Except as prohibited by any additional data privacy agreement required if District is a public school or public school district, District grants Company a non-exclusive, worldwide, royalty-free license to use, access, reproduce, store, transmit, distribute, modify and create derivative works of District Data in connection with Company's provision of the Services to District, to improve Company's products and services, to monitor compliance with this Agreement, and for education, administration, research and analytical purposes, including access by third-party service providers engaged by Company to perform services for the above purposes. Additionally, except as prohibited by any additional data privacy agreement required if District is a public school or public school district, District grants Company an irrevocable, perpetual, non-exclusive, worldwide, fully-paid, royalty-free license to use, access, reproduce, store, transmit, distribute, modify and create derivative works of Educational Content and any works derived from such Educational Content, in any form, format, or medium, of any kind now known or later developed, in any manner, and to license or permit others to do so.

(b) Anonymized/Aggregated Data. The parties agree that Company shall retain all ownership rights in Anonymized/Aggregated Data. Company may use Anonymized/Aggregated Data for any business purpose during or after the term of this Agreement, including without limitation in connection with Company's provision of the Services to District, to improve Company's products and services, to monitor compliance with this Agreement, and for education, administration, promotion, research and analytical purposes, including access by third-party service providers engaged by Company to perform services for the above purposes.

(c) Data Management and Backup. Company agrees to use

reasonable administrative, technical and physical measures, consistent with Applicable Law and commercial best practices to protect the confidentiality and integrity of District Data in its possession or control. Company will not use information through which any individuals may be personally identified to engage in targeted advertising to students. Company will use its commercially reasonable efforts to regularly back up District Data, Educational Content, and Student-Created Content.

(d) Data Restoration. In the event of any loss or corruption of any of District Data, Educational Content, or Student-Created Content that is stored on or processed by the Services, Company will use its commercially reasonable efforts to restore the lost or corrupted District Data, Educational Content, or Student-Created Content from the last backup maintained by Company. In the event of an unauthorized disclosure of Student Data, Company will provide notice to District, and District will provide any notices to affected parents, legal guardians, or eligible students in accordance with Applicable Law. DISTRICT ACKNOWLEDGES AND AGREES THAT, IF COMPANY HAS MADE COMMERCIALY REASONABLE EFFORTS TO REGULARLY BACK UP DISTRICT DATA, EDUCATIONAL CONTENT, AND STUDENT-CREATED CONTENT, COMPANY'S EFFORTS TO RESTORE LOST OR CORRUPTED DISTRICT DATA, EDUCATIONAL CONTENT, AND STUDENT-CREATED CONTENT PURSUANT TO THIS SECTION 7(D) WILL CONSTITUTE DISTRICT'S SOLE AND EXCLUSIVE REMEDY AND COMPANY'S SOLE LIABILITY IN THE EVENT OF ANY LOSS OR CORRUPTION OF DISTRICT DATA, EDUCATIONAL CONTENT, OR STUDENT-CREATED CONTENT.

(e) Privacy. The Privacy Policy at www.altitudelearning.com/privacy-policy governs any personal information that District and Authorized Users provide to Company. Company may amend this Privacy Policy from time to time in its sole discretion.

(f) Authorized Use Policies. District acknowledges and agrees that Company does not monitor communications or data transmitted through the Services and that Company will not be responsible for the content of any such communications or transmissions. District will use the Services exclusively for authorized and legal purposes, consistent with all Applicable Law and the rights of others. District will keep confidential and not disclose to any third parties (and will ensure that Authorized Users keep confidential and not disclose to any third parties) any user names, passwords, authentication credentials, account numbers or account profiles. District is solely responsible for all activities that occur under the Authorized Users' accounts, whether or not the Authorized Users know about such activities, and District shall be solely responsible for all claims and liabilities resulting from Authorized Users' use of the Services.

8. Indemnification.

(a) Indemnification by Company. Company agrees to defend, indemnify and hold harmless District and its affiliates, successors, transferees and assignees from and against any damages, liabilities, costs, expenses and fees (including reasonable attorneys' fees), awarded in a final non-appealable judgment or payable in settlement, to the extent arising or resulting from a claim by any third party that the Services, as provided by Company to District within the scope of this Agreement, infringe upon any copyright, patent, trademark, trade secret or other intellectual property right of the third party. Company will have no liability to indemnify or defend District to the extent that a claim of infringement arises from: (i) the combination, operation or use of the Services with equipment, devices, software or data (including without limitation District Data or Educational Content) not supplied by Company, if a claim would not have occurred but for such combination, operation or use; or (ii) unauthorized modifications or uses of the Services, if a claim would not have occurred but for such unauthorized modifications or uses.

(b) Indemnification by District. District agrees to defend, indemnify and hold harmless Company and its affiliates, successors, transferees, and assignees from and against any damages, liabilities, costs, expenses and fees (including, reasonable attorneys' fees), awarded in a final non-appealable judgment or payable in settlement, to the extent arising out of or resulting from a claim by any third party: (i) based on a breach by District of any of its

representation or warranties under, this Agreement; (ii) that information, materials or other content supplied or developed by District in connection with the Services (including Educational Content) infringes upon any copyright, patent, trademark, trade secret, privacy rights or other intellectual property or proprietary rights of the third party; (iii) based on District's or an Authorized User's access to or use of the Services (other than a claim for which Company is responsible under Section 8(a)); (iv) the operation of District's business, including District's website; or (v) based on any of the conditions described in Sections 8(a)(i) or (ii).

(c) Procedure for Indemnification. The indemnified party will promptly notify the indemnifying party in writing of any claim, action, demand or lawsuit for which the indemnified party intends to claim indemnification hereunder (provided, however, that the failure to give such notice will not relieve the indemnifying party from its obligations hereunder, except to the extent that the indemnifying party is prejudiced by such delay). The indemnifying party has the right to take sole control of the defense and settlement of all actions that are indemnified against hereunder; provided, however, District will not have the right to settle or compromise any claim without the written consent of Company, which consent will not be unreasonably withheld or delayed. The indemnified party will reasonably cooperate with the indemnifying party and its legal representatives, at the indemnifying party's expense, in the investigation, defense and settlement of any action covered by this Section 8.

9. Limitation of Liability and Warranty Disclaimers. DISTRICT ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF DISTRICT'S ACCESS TO AND USE OF THE SERVICES REMAINS WITH DISTRICT. IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES EXCEED THE TOTAL FEES PAID BY DISTRICT IN THE TWELVE-MONTH PERIOD PRECEDING ANY CLAIM OR ACTION, REGARDLESS OF THE FORM OR THEORY OF THE CLAIM OR ACTION. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOSS OF USE, REVENUE, INCOME, PROFITS, DATA, BUSINESS, GOODWILL OR OTHER ECONOMIC LOSS) OR FOR THE COSTS OF PROCURING REPLACEMENT SERVICES, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM A CLAIM BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, BREACH OF WARRANTY, OR OTHERWISE, AND WHETHER OR NOT A PARTY IS ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR LOSS. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM COMPANY OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. District assumes sole responsibility and liability for results obtained from the uses of the Services and for conclusions drawn from such uses. Company will have no liability for any claims, losses, or damage caused by errors or omissions in any information provided to Company by District in connection with the Services or any actions taken by Company at District's direction. COMPANY DISCLAIMS ANY WARRANTY THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED.

10. Confidential Information.

(a) Definition of Confidential Information. As used herein, "Confidential Information" means any technical or business information disclosed by one party to the other party that: (i) if disclosed in writing, is marked "confidential" or "proprietary" at the time of such disclosure; (ii) if disclosed orally, is identified as

"confidential" or "proprietary" at the time of such disclosure, and is summarized in a writing sent by the disclosing party to the receiving party within thirty (30) days after any such disclosure; or (iii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. The terms of this Agreement are Confidential Information to the extent permitted by law and, as to such Confidential Information, each party will be deemed a receiving party thereof. Confidential Information will not include any information that: (i) is now or hereafter becomes generally known or available to the public, through no act or omission on the part of the receiving party; (ii) was known, without restriction as to use or disclosure, by the receiving party prior to receiving such information from the disclosing party; (iii) is rightfully acquired by the receiving party from a third party who has the right to disclose it without breach of a confidentiality obligation owed to the disclosing party; or (iv) is independently developed by the receiving party without access to any Confidential Information of the disclosing party.

(b) Confidentiality. Each party agrees, during the term of this Agreement and for a period of five (5) years after the expiration or termination of this Agreement: (i) to maintain the other party's Confidential Information in confidence using at least the same degree of care as it uses to protect the confidentiality of its own confidential information of similar importance, but no less than a reasonable degree of care; (ii) not to disclose such Confidential Information to any third parties, except as permitted by this Agreement, including, but not limited to, disclosure to any employees, agents or contractors who have a need to know such Confidential Information for the performance or enforcement of this Agreement and are bound by obligations substantially similar to those set forth herein; and (iii) not to use any such Confidential Information for any purpose except as necessary for the performance or enforcement of this Agreement, the exercise of any rights under this Agreement or as permitted by the Terms of Service applicable to the Services (as may be amended from time to time).

(c) Compelled Disclosure. If the receiving party is compelled by law to disclose Confidential Information of the disclosing party, it will promptly provide the disclosing party with notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest or limit the disclosure.

11. Miscellaneous.

(a) Relationship of the Parties. Company agrees to perform the Services solely as an independent contractor. No employer and employee relationship exists between Company and District, either under common law or any statute. Nothing in this Agreement will be construed to create any actual or apparent agency, association, partnership, joint venture, or franchiser-franchisee relationship.

(b) No Third Party Beneficiaries. This Agreement is intended for the sole and exclusive benefit of the parties and is not intended to benefit any third party. Nothing in this Agreement will be construed to create any duty, liability, or benefit to any person or entity not a party to this Agreement.

(c) Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

(d) Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party, not to be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement in its entirety (including all PSAs, addenda and exhibits), without consent of District, to its affiliates or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

(e) Entire Agreement; Amendment. This Agreement, including all PSAs, exhibits and addenda, constitutes the entire agreement and understanding between the parties regarding the subject matter

thereto, and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to the subject matter thereto. Any modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of the parties. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any PSA, exhibit or addendum, the terms of such PSA, exhibit or addendum will prevail.

(f) Waiver. No delay or omission by either party to exercise any right or power it has under this Agreement will impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach will not be construed to be a waiver of any succeeding breach or of any other covenant. All waivers must be in writing and signed by the party waiving its rights.

(g) Subcontracting. Company may, at its option, subcontract the provision of the Services in part. As between Company and District, Company will remain responsible for any acts or omissions of its subcontractors.

(h) Publicity and Brand Guidelines. During the term of this Agreement, the parties will make reasonable efforts to work cooperatively to promote their relationship. Each party hereto hereby grants the other a limited, non-transferable right and license to use the other party's name, trade name, or trademark (its "Mark," and ALTSCHOOL the Company's Mark), in advertising and marketing material, including on the parties' respective websites and in press releases or other promotional material, for the purpose of informing customers, potential customers, and other members of the public that District has obtained Services from Company and is a member of Company's partner school network. Each of the parties shall use the other's Mark in plain text form only. If at any time District or Company provides the other party with additional guidelines or specifications ("Guidelines") for use of its mark, the party receiving the Guidelines shall comply with those Guidelines and shall promptly cease use of any materials that do not comply with the Guidelines. Upon termination of this Agreement, each party agrees to cease all use of the other's Mark and to cease the distribution of all materials bearing that Mark. Either party may, in its sole discretion, revoke such other party's right to use its Mark under this Section 11(h) without affecting the validity, legality, and enforceability of the remaining provisions of this Agreement.

(i) Governing Law. This Agreement will be interpreted and construed in accordance with the laws of the State of California without regard to any conflict of laws principles.

(j) Non-exclusive Remedy. Except as expressly set forth in this Agreement, the exercise by either party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

(k) Mediation and Arbitration. (i) If a dispute between the parties arises from or relates to this Agreement or the breach thereof (a "Dispute"), and if the Dispute cannot be resolved through direct discussions between the parties, the parties agree to endeavor first to resolve the Dispute through a non-binding mediation hearing administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures. Each party will appoint a senior executive with the authority to resolve the Dispute to participate in such a mediation hearing and may be represented by counsel at the mediation hearing. The mediation hearing will be completed in not more than sixty (60) business days. The parties will each bear their respective costs incurred in connection with a mediation hearing, except that they will share equally the fees and expenses of the mediation service, including the fees of the mediator. (ii) The parties further agree that any Dispute that is unresolved by the foregoing mediation hearing will be finally settled by binding arbitration administered by the AAA in accordance with its Commercial Arbitration Rules (the "Rules") and the terms of this Agreement. The terms of this Agreement will control in the event of any inconsistency between such terms and the Rules. The arbitration will be conducted by a single arbitrator reasonably familiar with the technology and business covered by this Agreement selected by mutual agreement of the parties. If the parties fail to select the arbitrator within thirty (30) days following the date of either party's

notice of arbitration, then the AAA will appoint the arbitrator in accordance with the Rules. The award of the arbitrator will be in writing setting forth findings of fact and conclusions of law. Judgment on the award rendered by the arbitrator will be final and binding upon the parties and may be entered in any court having jurisdiction thereof. The place of arbitration will be San Francisco, California. The arbitrator's fees will be shared equally by the parties and each party will bear its own costs and attorneys' fees. All papers, documents, or evidence, whether written or oral, filed with or presented in connection with the arbitration proceeding will be deemed by the parties and by the arbitrator to be confidential information of both parties. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. Notwithstanding the foregoing provisions, each party reserves the right to seek injunctive or other equitable relief in a court of competent jurisdiction with respect to any dispute, controversy or claim related to the actual or threatened infringement, misappropriation or violation of a party's intellectual property rights or Confidential Information.

(l) Force Majeure. Neither party will be responsible for any failure of or delay in the performance of its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, acts of God, fire, flood, storm, earthquakes or other natural catastrophe; explosions; embargoes; labor disputes; denial-of-service attacks; material shortages; terrorist actions; actions of governmental authorities; insurrection; strikes, riot, lockouts, or war; or inability to obtain access to any premises or facility required to provide the Services.

(m) Additional Definitions:

"Anonymized/Aggregated Data" means (i) data generated by anonymizing or aggregating District Data or Educational Content, such that all personal identifiers are removed, or (ii) anonymous learnings, statistics, logs and other data regarding use of the Services from which no individual user may be identified.

"Applicable Law" means all federal, state and local laws and regulations including, without limitation: privacy, data or information security, and educational laws and regulations.

"Authorized User" means an employee, contractor or student of District or a parent of a student of District who has been assigned unique authentication credentials to access and use the Services.

"District Data" means any and all data, information or other materials regarding the District provided by District or an Authorized User to Company or generated by or through the Services. District Data includes, without limitation, Student Data. District Data does not include Educational Content.

"Platform" means any software application that Company makes available for use in connection with the Services, as further described in the PSA.

"Educational Content" means any content provided by an educator or the District and uploaded through the Platform or otherwise transmitted to Company, including but not limited to lessons, educational units, curricula, and assessments.

"Student-Created Content" means any content generated by a student and uploaded through the Platform or otherwise transmitted to Company.

"Student Data" means student pupil record information provided by a school, the District, or a parent.



Planning for 2020-21

Goals for Reopening

1. ALL students back to school as soon as possible.
2. ALL staff back to school as soon as possible.
3. Maintaining consistency for ALL students.
4. Providing a safe and healthy campus for the entire CCDS community.
5. Reopen and Stay Open.

Framework for Our Thinking...

1. Guidelines Under Development and Adjusting

This conversation highlights the latest information we have from BCPH, CDPH, the Governor's Office and CDE.

2. Guided by Public Health Experts

All decisions will be guided by the latest public health recommendations from BCPH, CDPH, and the CDC.

3. Collective Safety

At every level, our entire community is responsible for the collective health and safety of each other.

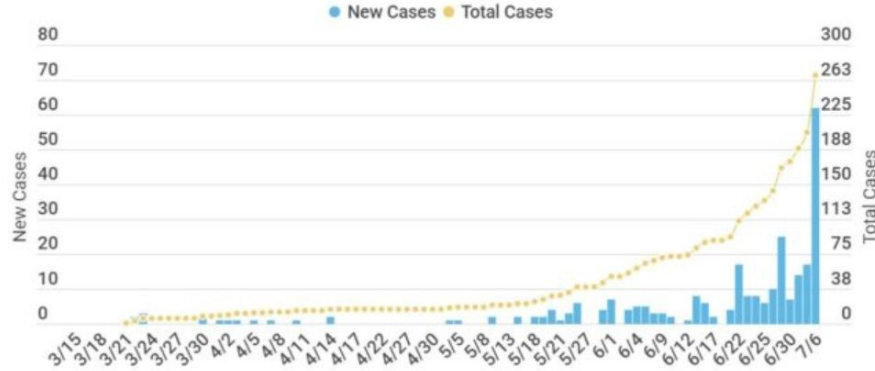
4. Planning with the Full CCDS Community

Planning for next year will require the creativity and collective knowledge of our entire organization.

Context for Planning

Butte County, CA COVID-19

New vs. Total Confirmed Cases by Day



Butte County: Source - Chico News and Review, July 6, 2020

Living with COVID-19

Butte Statistics

Total Population: 217,769

158

New Cases (Last 14 Days)

72.6 Per 100K

269 Total Cases

2

New Deaths (Last 14 Days)

0.9 Per 100K

3 Total Deaths

4,340

Tests Reported (Last 14 Days)

3.6% Test Positivity

Note: Today's case number includes a backlog reported from laboratories in Los Angeles County

Click on map or Select from the menu below to view county-specific metrics.

Butte

[Butte County COVID-19 Website](#)

Hospitals

Total vs Last 14 day change

3 Hospitals Reporting (425 Hospital Beds)

15

Hospitalized COVID-19 Patients
(Suspected + Positive)

8 Patients

114.3% Increase

7

ICU Hospitalized COVID-19 Patients
(Suspected + Positive)

3 Patients

75.0% Increase

8%

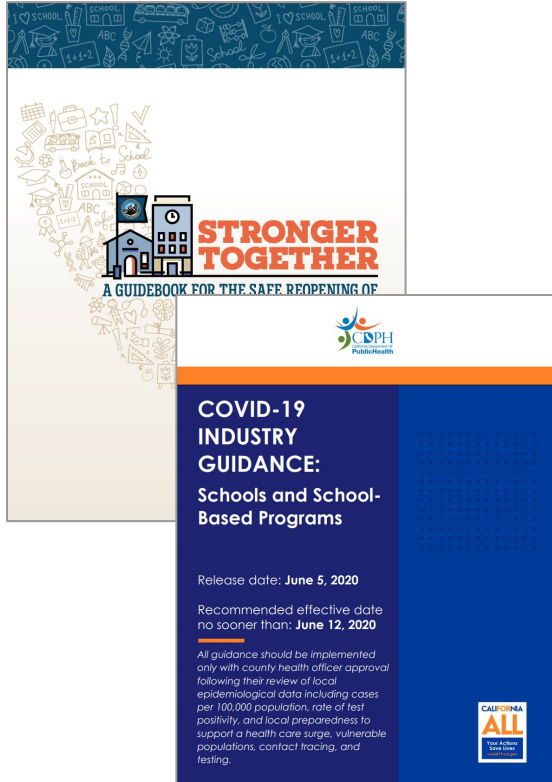
ICU Beds Available

78%

Ventilators Available

Butte County [Statistics as of 7/9 Source: COVID.CA.GOV](#)

CDE/BCPH Guidance



Key Highlights

- Physical Distancing - 6 feet as much as possible
- Screening for Symptoms - At home and school
- Hygiene Protocols - Focus on teaching students
- Face Coverings - Strongly encouraged
- Deep Cleaning Protocols - Sanitizing high-touch places
- Quarantine Procedures - Closure up to 14 days

Considering Models

- NO schools or districts can accomplish all of these and have ALL students on campus.
- We must be prepared for closures impacting our campus.

What Might this Guidance Look Like at CCDS?

WHEN SCHOOLS RESUME IN THE FALL, THEY WILL LOOK DIFFERENT.

HERE IS WHAT YOU CAN EXPECT:

Schools will reopen with a continuum of options that include on-campus and remote learning.

The following health and safety guidance has been recommended by the Sacramento County Public Health for the reopening of schools based on current information and will be updated as the situation changes.



Screening at Home

- Families are recommended to take temperatures daily before going to school. Anyone with a fever of 100.4 F or higher should not go to a school site.
- Students and adults should also screen themselves for respiratory symptoms such as cough and shortness of breath prior to coming to school each day. Students and adults experiencing those symptoms should not attend school.



Arriving at School

- Staff may be wearing face coverings.
- Students will arrive on buses with fewer students.
- Parents and visitors may have limited access to the school campus.
- It is likely that arrival and dismissal times may vary depending on grade level.

BECAUSE OF THE NEED FOR SOCIAL DISTANCING,
EVERY CHILD CANNOT BE ON CAMPUS AT THE SAME TIME

“At this time schools will be required to modify school schedules to limit the number of students on campus.”

ON CAMPUS AND IN THE CLASSROOM



Social distancing will help limit the spread of the virus. Schools will consider the following strategies to maintain smaller groups of students in shared spaces:



- Modify school schedules
- Limit visitors on campus
- Keep students in smaller groups
- Serve meals in small group settings
- Space desks further apart to ensure a minimum of 6 feet distance between students
- Serve individually plated or boxed meals
- Where possible, keep student cohorts from mixing



- Stagger lunches, recesses, and other transition times
- Do not host large gatherings such as assemblies and dances
- When feasible, identify a sick room for students who are not feeling well to minimize contact with others until they are able to go home



General Safety Precautions Throughout the Day

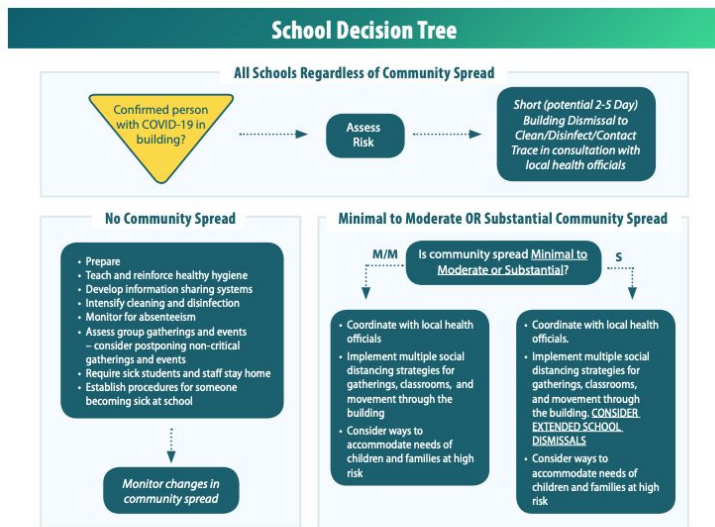


- Schools will follow disinfection guidelines developed by Sacramento County Public Health and Sacramento County Environmental Management for school campuses including classrooms, workspaces, outdoor spaces, and playgrounds.
- Physical barriers may be installed where social distancing is not possible.
- All students and staff will be encouraged to wash/clean their hands regularly.
- * Handwashing stations with soap and/or hand sanitizer should be made available in classrooms.
- Schools will limit sharing of supplies between students and disinfect between uses if sharing is unavoidable.

Other Safety Considerations

- Face coverings should be worn by staff and students (particularly older students), as feasible, and are most essential in times when physical distancing is difficult.
- Face coverings may be challenging for students (especially younger students) to wear in all-day settings such as school.
- Gloves are not recommended for use by students or staff, with the exception of those conducting duties such as cleaning, first aid, or food service.

CDE and CDC Guidelines



When a confirmed case has entered a school, regardless of community transmission

Any school in any community might need to implement short-term closure procedures regardless of community spread if an infected person has been in a school building. If this happens, CDC recommends the following procedures regardless of the level of community spread:

- ✓ **Coordinate with local health officials.** Once learning of a COVID-19 case in someone who has been in the school, immediately notify local health officials. These officials will help administrators determine a course of action for their child care programs or schools.
- ✓ **Dismiss students and most staff for 2-5 days.** This initial short-term dismissal allows time for the local health officials to gain a better understanding of the COVID-19 situation impacting the school. This allows the local health officials to help the school determine appropriate next steps, including whether an extended dismissal duration is needed to stop or slow further spread of COVID-19.

[Source: CDC Guidance for Schools](#)

Q1: How are these strategies linked?

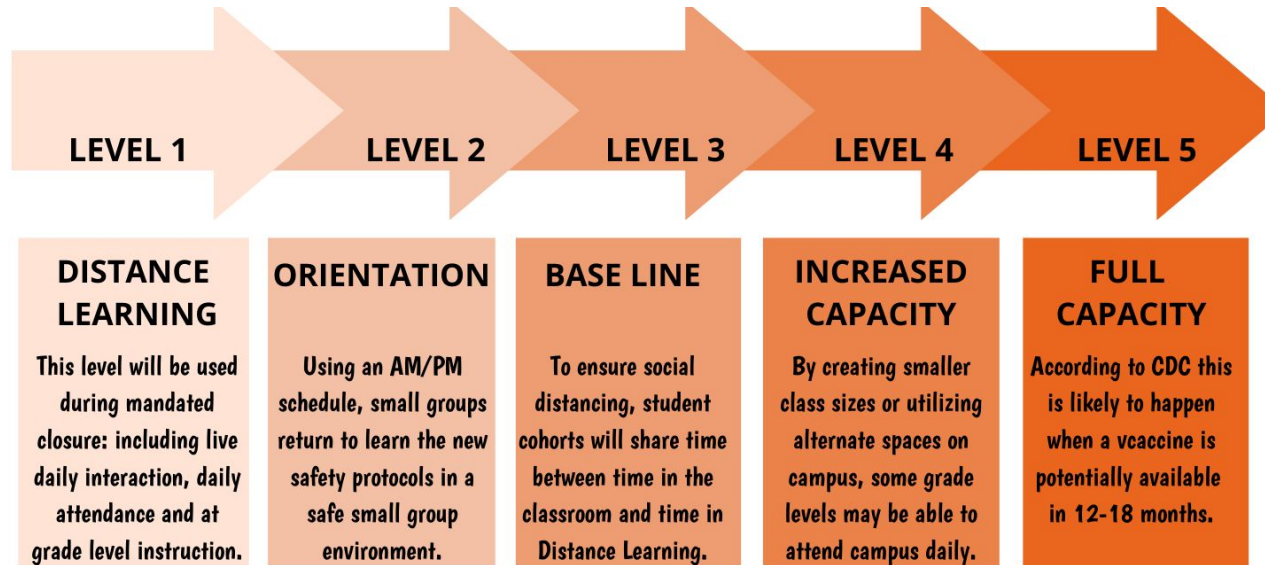
- Physical Distancing - Primary course of action
- Masks/Barriers - Assist when physical distancing cannot be maintained
- All strategies work together.

Q2: How/should we prepare for closures?

- All schools must prepare for closures.
- Two Types - School specific and community closures
- Rationale for original closure - Protecting children and the community
- Current CDC guidelines, 2-5 day closure for investigation, up to 14 days depending on findings.

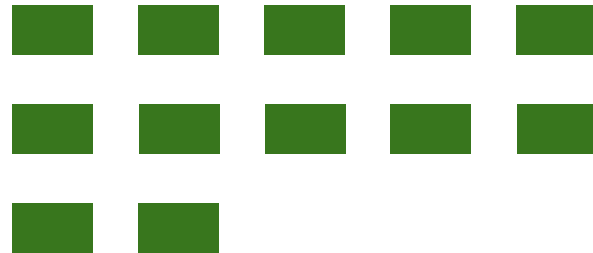
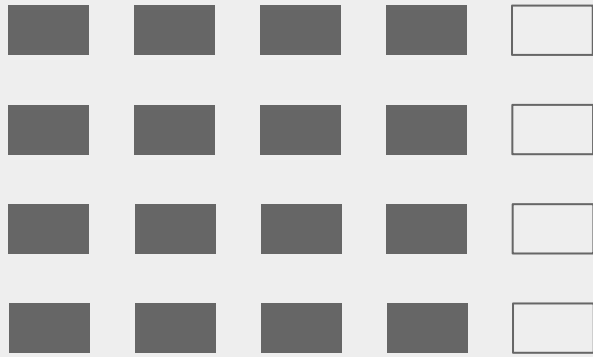
5 Levels of School Operations for 2020-21

Chico Country Day School is committed to following the guidelines of health professionals to protect the health and safety of our students, staff, and community



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 all health and safety guidelines.

Physical Distancing in a CCDS Classroom



Implementing Physical Distancing

- 16-20 students per classroom
- Can complement with masks/barriers
- Training students on protocols
- 37.5% IS in 4th and 5th grade
- 12.5% IS in K-3
- 25-30% IS in 6th-8th grade

Addressing “Extra” Room Equitably

- Post-Orientation
- Establishing a system to offer available spots
- Does pose some risk - no longer completely isolated cohorts

Double Days Attendance Model

DRAFT

	Monday	Tuesday	Wednesday	Thursday	Friday
School Day (Time TBD)	In Person (A)	In Person (A)	Deep Cleaning Day Work and Learn from Home Virtual IEP, SST, and Staff Meetings	In Person (B)	In Person (B)
	Distance Learning (B)	Distance Learning (B)		Distance Learning (A)	Distance Learning (A)
After School	Distance Learning Support (C) Prep	Distance Learning Support (C) Prep		Distance Learning Support (C) Prep	Distance Learning Support (C) Prep

Opportunities

- Allows ALL students to access the campus
- Can have a full school day
- Practice for distance learning days
- Can limit COVID-19 transmission
- Closure limited to a cohort
- Most closely aligned with current SCPH guidelines

Challenges

- Reduced number of students on campus
- Students attend in-person 2 days per week
- Daycare/childcare for families and staff

Remaining Questions

- How to do “shift” sign ups?
- How to equitably fill remaining spots?
- How many students will sign up for IS?

Linking On-Campus and Off-Campus Learning

- Intentionally linking learning formats
- Supporting ALL students, regardless of learning location
- Ensuring learning does not stop when the campus closes

On-Campus Learning

- Focus on hands-on learning, teacher coaching, and individual support

Off-Campus Learning

- Video-based learning activities, independent assignments
- Check In with class/teachers
- Collaborating with peers via technology

Independent Study

- Video and technology-based instruction
- Regular communication and check in with teacher(s)
- Being apart of site based classes, easily can transfer back

Account Number	Description	45 day Budget
ADA = 558		
enrollment = 580		
REVENUE LIMIT		
	\$	3,340,907.00
FEDERAL REVENUE		
	\$	574,298.03
OTHER STATE REVENUES		
	\$	473,063.00
SALES/DONATIONS		
		\$6,700.00
01-8650-001	Leases&Rentals	
01-8661-001	Interest Income	\$ 6,500.00
FEES		
	\$	230,000.00
01-8678-001	FaciltyContracts	\$ 2,500.00
FUNDRAISING (PTP)		
	\$	6,500.00
DONATIONS		
	\$	500.00
MISC FUNDRAISING/REIMBURSEMENTS		
	TOTAL LOCAL INCOME	\$263,200.00
01-8780-001	ChInLieuPropTax	\$ 1,240,956.00
		\$ 1,240,956.00
	TOTAL REVENUE:	\$ 5,892,424.03
EXPENSES:		
CERTIFICATED TEACHERS		
	TOTAL CERT SALARY	\$2,312,514.00
CLASSIFIED SALARIES		
	TOTAL CLASS SALARY	\$977,430.00
EMPLOYEE BENEFITS		
	TOTAL BENEFITS	\$1,208,618.00
BOOKS & SUPPLIES		
	TOTAL BOOKS & SUPPLIES	\$148,217.00
NON CAPITAL INVENTORY		
	TOTAL	\$26,500.00

TRAVEL & CONFERENCE		
	TOTAL	\$4,000.00
DUES & MEMBERSHIP		
	TOTAL	\$12,500.00
INSURANCE		
	TOTAL	\$93,200.00
UTILITIES & HOUSEKEEPING		
	TOTAL	\$89,900.00
EQUIPMENT & RENTAL		
		\$212,000.00
STUDY TRIPS		
	TOTAL	\$0.00
SERVICES & OPERATING		
	TOTAL	\$191,893.00
COMMUNICATIONS		
	TOTAL	\$351,672.65
CAPITAL OUTLAY		
01-6900-001	Depreciation	\$237,350.00
TOTAL EXPENSES		\$5,689,101.65
REVENUE OVER EXPENSE:		\$203,322.38



45 Day Budget Revision

Background information

CCDS adopted a budget before June 30, 2020 which is prior to the state budget being passed in Sacramento. A 45 day budget revision is usually considered in August. This year especially, there were so many unknowns when the budget was passed that we do need a better idea of our roadmap budget-wise. A 45 day budget revision is not required for charter schools. The next budget revision that is required is the First Interim Budget Report, due on December 15, 2020.

Highlights of the 45 day budget revision:

- Our ADA growth in TK will not be recognized due to state law
- This budget recognizes the PPP funding based on what has not been spent prior to June 30 (we have 24 weeks from funding to spend this). It covers payroll, utilities and our mortgage payments.
- This budget restores our Step and Column increases for our teacher and classified staff. It will be retro to July 1, 2020.
- Recognizes the Federal LLMF fund budget being considered by the board.

It is requested that the Board of Directors adopt the 45 day budget revision so that we have a more accurate budget picture going forward.

Educational Implications

The effective management of the CCDS financial resources allows CCDS to implement our mission.

Fiscal Implications

CCDS will need to ensure budget accuracy as we begin the new year.

Learning Loss Mitigation Funds (LLMF)

Resolution to Borrow

Background information

Chico Country Day School (CCDS) will receive \$154798, \$20747, and \$39024 for a total of \$214,569 in Federal COVID Learning Loss Mitigation Funds through the CARES Act.

Use of these funds are outlined by CDE:

- Addressing learning loss or accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports that begin before the start of the school year and the continuation of intensive instruction and supports into the school year.
- Extending the instructional school year by making adjustments to the academic calendar, increasing the number of instructional minutes provided during each week or schoolday, or taking any other action that increases the amount of instructional time or services provided to pupils based on their learning needs.
- Providing additional academic services for pupils, such as diagnostic assessments of pupil learning needs, intensive instruction for addressing gaps in core academic skills, additional instructional materials or supports, or devices or connectivity for the provision of in-classroom and distance learning.
- Providing integrated pupil supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, professional development opportunities to help teachers and parents support pupils in distance-learning contexts, access to school breakfast and lunch programs, or programs to address pupil trauma and social-emotional learning.

It is requested that the Board of Directors adopt the LLMF budget (integrated with the larger budget). The LLMF budget may change in the future as different needs become apparent or it becomes necessary to pivot to other expenditures based on student needs. If that is the case, this item will come back to the Board for approval. Included in this budget is a \$1000 per 1.0 FTE for certificated outside of contract professional learning June-August 2020.

Educational Implications

The effective management of the CCDS financial resources allows CCDS to implement our mission during Distance Learning and beyond.

Fiscal Implications

CCDS will receive these funds beginning in September (estimated) and they need to be spent by December 2020, unless Congress changes this deadline. The time for funds to be spent on expenses is March 2020- December 2020. Some expenses, such as custodial supplies, have already been expended without knowing that federal funds would become available but were necessary to allow for staff and students on campus.

Federal LLMF		
Revenue		
Federal CRF - COVID	\$	154,798.00
Federal GEER - COVID	\$	20,747.00
Federal P98 - COVID	\$	39,024.00
TOTAL	\$	214,569.00

Expenses:

School Social Worker	\$25,000.00
Teacher Stipends	\$31,000.00
IT	\$17,850.00
STRS	\$5,704.00
BooksSupTxtboks	\$22,000.00
ComputrSoftware - COVID	\$4,000.00
PrintngSupplies - COVID	\$5,000.00
CustodlSupplies - COVID	\$14,000.00
Health/OSHASups - COVID	\$7,500.00
NonCapInsInvtry - COVID	\$2,000.00
NonCapCustodial - COVID	\$5,000.00
NonCapComptrTch - COVID	\$5,000.00
ProfDevelopment	\$10,000.00
PrintReproductn	\$2,500.00
Technology SVC	\$15,000.00
CommsCellPhones - COVID	\$8,000.00
EquipmentRental (Chromebooks)	\$30,000.00
Copier	\$2,500.00
LaundryCleaning	\$2,800.00

TOTAL	\$214,854.00
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**Memorandum of Understanding between
Blue Oak Charter School and Chico Country Day School**

This memorandum of understanding (“MOU” or “Agreement”) is between Blue Oak Charter School (CORE) 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. (CUSD).
- 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 in-service 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.
- (f) 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 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 communication assessments and speech and language 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, 2020 and continue through June 30, 2021.
- (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 Charter School

Date: _____ By: _____
BLUE OAK Director

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