



AGENDA

BOARD OF DIRECTORS SPECIAL BOARD MEETING

July 22, 2020 4:00 pm

<https://us04web.zoom.us/j/73384753812?pwd=bGpza2tkUjl4eVpXNmNKMENKdkY1UT09>

Meeting ID: 733 8475 3812

Passcode: 3W4kyf

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

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

Boardofdirectors@chicocountryday.org

Mission Statement

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

2019-20 CCDS Board Members:

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

1. CALL TO ORDER & ROLL CALL

2. SPECIAL SESSION

- 2.1 School Opening Plan: Fall 2020
- 2.2 Information: StopIt Solutions Services Information - Anonymous Anti-bullying Reporting System
- 2.3 Learning Continuity and Attendance Plan - Draft
- 2.4 Construction Update
- 2.5 Memorandum of Understanding (MOU) for nursing services with CORE Butte Charter School, Inspire School of Arts & Sciences, Sherwood Montessori and Achieve Charter School
- 2.6 Memorandum of Understanding (MOU) for specialized special education services with Butte County Office of Education
- 2.7 Altitude Learning Contract
- 2.8 2020-21 Budget Revision/Update

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.



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.

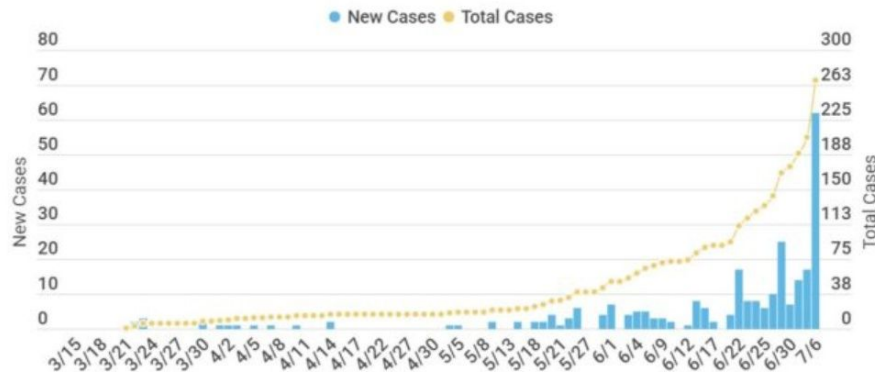
4. Planning with the Full CCDS Community

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%

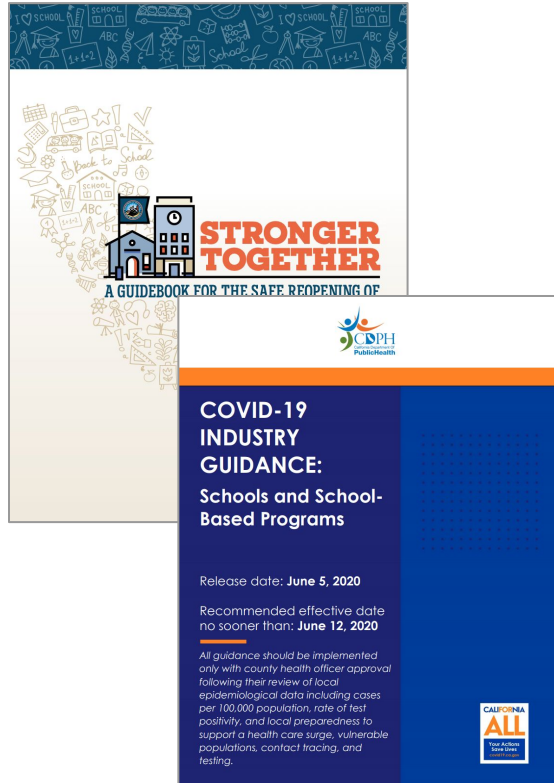
ICU Beds Available

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.

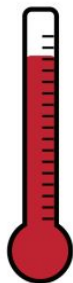
What Might this Guidance Look Like at CCDS?

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

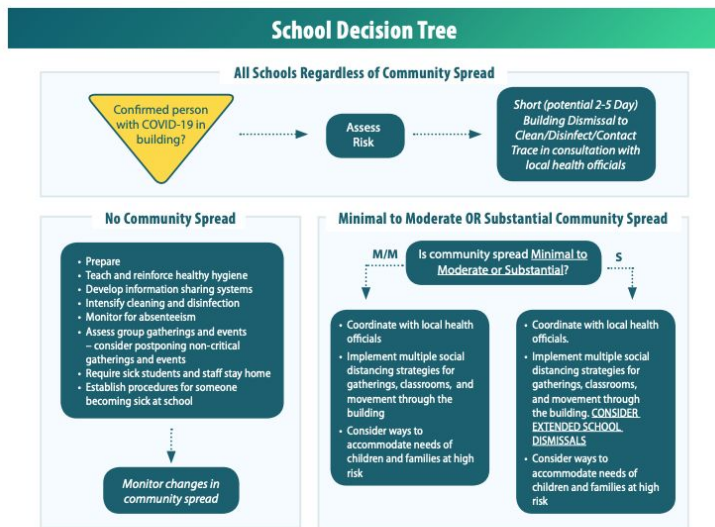


- Schools will follow disinfection guidelines developed by Sacramento County Public Health and Sacramento County Environmental Management for school campuses including classrooms, workspaces, outdoor spaces, and playgrounds.
- Physical barriers may be installed where social distancing is not possible.
- 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?

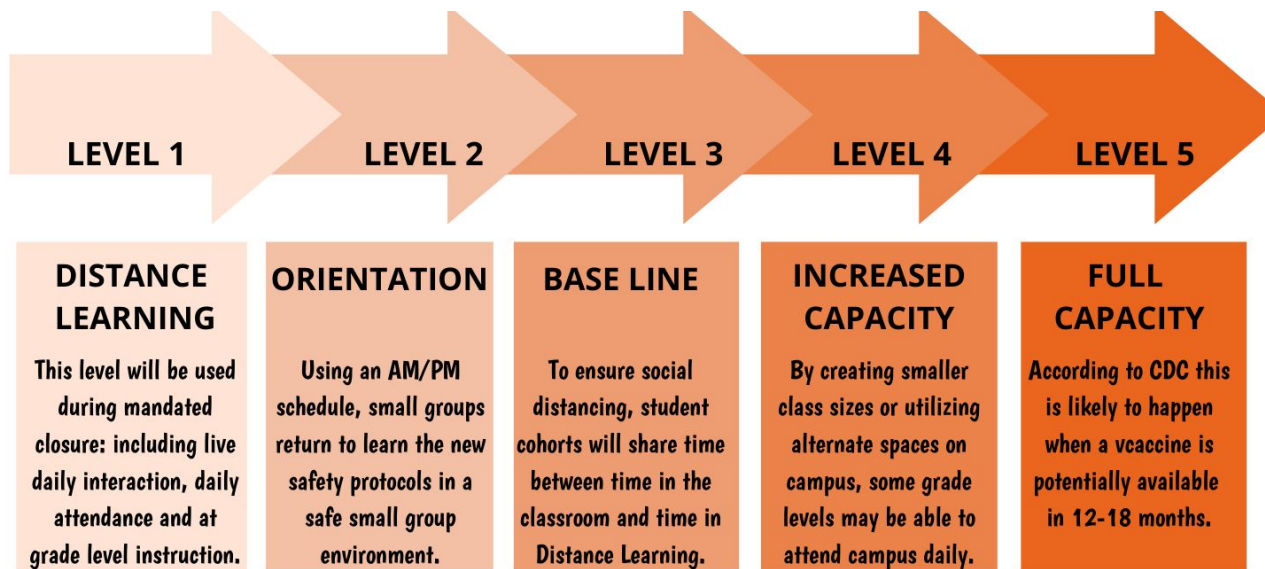
- Physical Distancing - Primary course of action
- Masks/Barriers - Assist when physical distancing cannot be maintained
- All strategies work together.

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.

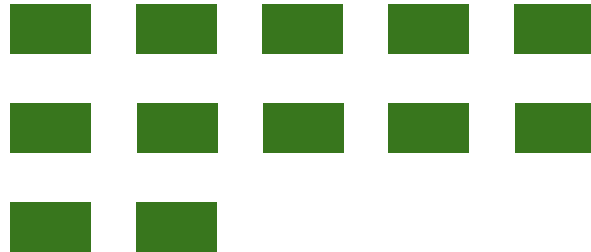
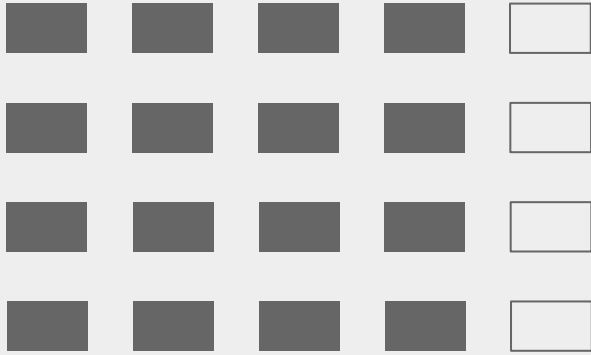
5 Levels of School Operations for 2020-21

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

Chico Country Day School

A Public Charter School

Return to School FALL 2020 Family Handbook



We connect.

We engage.

We build character.

We innovate.

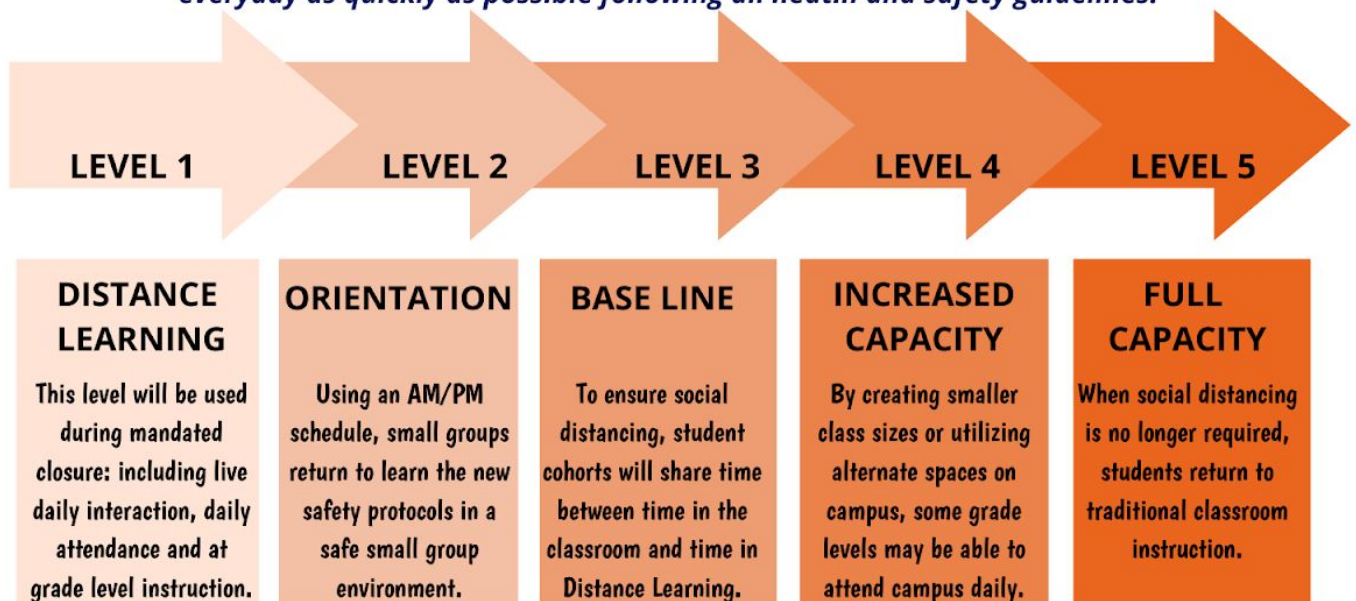
Chico Country Day School

2020-2021



CCDS 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 the following five levels. Our goal is to get every student back on campus everyday as quickly as possible following all health and safety guidelines.



In collaboration with public health officials, CCDS is developing protocols, practices, and procedures to protect the health and safety of our students, staff and community.



- Modify school schedules
- Limiting visitors on campus
- Starting with students in smaller groups
- Option to stay in Distance Learning



- Daily health screening for staff and students
- Following disinfecting guidelines
- Prioritizing hygiene lessons



- Serving meals in small groups
- Spacing classroom furniture at least 6 feet apart



- Following guidelines for face coverings
- Eliminating large gatherings

Chico Country Day School



LEVEL 1 DISTANCE LEARNING

Families have the option to select Distance Learning in the fall and still remain attached to a classroom. Your classroom will have a seat waiting when your family is ready to return. If local health officials call for the closure of our school, we will be prepared to launch our revised distance learning plans school-wide including increased daily engagement through a mix of digital and physical content.

LEVEL 2 ORIENTATION

After the traumatic experiences of forced school closures and shelter in place, we believe a period of orientation will be important to re-acclimate our community back to school. In the upper grades it may take less time than in the lower grades for all our students to learn the new safety procedures. During this period, we would like to bring students back in small groups, to ensure each student gets the individual attention needed to feel safe.

LEVEL 3 BASE LINE

Once a grade level has ensured that the orientation goals have been met, students will alternate between on campus days and distance learning days. While this is not ideal, this will help CCDS meet the recommendation of public health officials to ensure 6' social distancing.

LEVEL 4 INCREASED CAPACITY

If a grade level can be regrouped into smaller class sizes, or alternate locations can be developed on campus, so that all students can meet social distancing guidelines, then a grade level may return to school daily. CCDS will strive to increase capacity starting with our youngest students who we believe will struggle most with Distance Learning.

LEVEL 5 FULL CAPACITY

When social distancing requirement is no longer in place, students and staff will return to school for traditional classroom instruction.

Health Screening

Students and Staff:

- Home screening for symptoms
- Verbal health screen upon entry
- Temperature check at classroom
- Hand washing upon entry and throughout day

Prioritizing Hygiene

- Teach and reinforce regular hand washing and sanitizing practices
- Face coverings to be worn by all staff and students
- Individual student supplies

Scheduling

- Staggered arrival
- Staggered lunch and recesses
- Minimizing mixing of classes
- Maximizing use of outdoor space
- Orientation to teach and adjust to new protocols

Distance Learning

- Daily attendance
- Daily live interaction with staff and classmates
- Students learn at the same pace as students in class
- Monitoring progress on standards & report cards

Dear CCDS Families,

This Return to School Handbook will help our school and community collaborate around the reopening of school in the fall of 2020. During this pandemic, every community in America is engaged in a similar thought experiment, “How do we reopen school in the middle of a global pandemic?” It has become clear that while we work through this process we will need each other to accomplish what has never needed to be done before. Please remember, that with anything new, there are going to be bumps in the road, and we will have to approach these moments knowing that everyone is trying their best in order to allow our community to move forward together. The contents of this Handbook are in part crafted on data points from surveys that were completed by our families. **We are committed to continuing this work as a collaboration with our community.**

This Handbook is currently a draft. It is important that the Handbook remain fluid and responsive to new information from local, regional, state, and federal agencies. The Handbook is intended to offer each community member a central location to access information during this continually evolving landscape. As new decisions are made and as content is developed, it will be added to this Handbook. Every CCDS community member must have the opportunity to have their voice included in this work and therefore, you are asked to email admin@chicocountryday.org to offer any thoughts, questions, concerns, or calls for clarity, regarding any section of this Handbook. **Our shared commitment will improve the outcome for our entire community.**

As you read you will see that our reopening plans are grounded in planning for safety and flexibility. As this Introduction is being written, Butte County is experiencing a rise in cases each day. As you will read in our handbook, positive COVID-19 cases at school may lead to cohorts, classrooms, grade-levels or even the entire school being closed in response, therefore forcing all of us to return to distance learning.

We all want school open with students back in the classroom. To do this we need collaboration from our community. We need our community to help to slow the spread of the virus. You can help by teaching your students the best practices for slowing the spread of the disease - remaining 6 feet apart, wearing face coverings, washing your hands regularly, and avoiding touching your face. During the weeks leading up to school, please practice these behaviors at home so that they are not new when your child arrives at school. If your student is resistant to following these behaviors, please use our CCDS Be Safe, Be Respectful, and Be Responsible values to remind your child that sometimes we have to do things for the greater good of our community. Thank you for your continued support. CCDS is an incredible community, and when we work together there is nothing we can't accomplish.

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Return to School Vision

The coming months will represent the largest shift in thinking since free public education was imagined in the 19th century. Paradigms will shift, practices, protocols, and procedures will each be developed, implemented, observed, and iteratively redeveloped in the coming year. We believe that Chico Country Day School is well equipped to engage in this work and fulfill our commitment of excellence to our community.

We have been gathering the feedback of the CCDS community and working for months to co-construct our response to this global health crisis. This work is done with a commitment to collaborating with our community.

The Return to School Handbook is organized by the five key areas of our planning guides; the decisions made in the development of each section are first guided by recommendations of county and state officials as well as the input of the CCDS community.

(1) Health and Safety Nothing is more important than the health and safety of our students, staff, and community. As you read through the Handbook, you will see that we have erred on the side of caution yet allowed for flexibility as information evolves. When we focus on both the physical and the mental health and safety of our community: every other decision will be easier to make.

(2) Academic and Social-Emotional Instruction Our CCDS team must be celebrated for the work that is coming together regarding instructional practices during this unusual time. Our guiding philosophy is that every student belongs to a classroom, and that every student will have an equitable opportunity to learn every day. Therefore cohorts A, B, and the Virtual Academy cohort, should each be meeting the same academic and social-emotional learning goals each week. (Wendy would this be accurate? or should I change the language?)

(3) Tiered Support Our pillar of personalization and our commitment to fully inclusive practices to ensure the readiness of all students must be at the center of the work we do. It will look different, but this is at the core of who we are as a school.

(4) Logistics and Operations Every protocol, process, and procedure is being crafted first with health and safety in mind, then screened for its implications at every level of the organization.

To help our school respond to data in real-time, we have adopted a five tiered response to community health that will help organize our logistics. Operations will look different depending on whether we are in 1) Distance Learning, 2) Orientation, 3) Base Line 4) Increased Capacity, and 5) Full Capacity.

(5) Communication and Collaboration with our Community Shared leadership, shared learning, as well as a commitment to communication and collaboration with our community are critical to successful implementation as well as an iterative cycle of improvement in response to continually developing data.

Our vision for the return to school in Fall 2020 is to align each decision first with the guidelines that help to maximize the physical, mental, and social-emotional health of our students, staff, and community. Next, we will continue to use our mission to drive our decision making:

This work will take effort from each of us. We will need volunteers in new ways. We will need family feedback, encouragement, and support to ensure that safety is our primary focus for students and staff.

CCDS must focus more now than ever before on the balance between academic and social-emotional readiness. Many of the protocols you will see in this Handbook are designed specifically to ensure that students and staff have the time and space to create the relationships necessary to ensure the readiness promised in our mission.

As we come back in the fall, our students will have gained a new perspective of what it means to be globally minded. We will call upon our entire community to recognize our collective responsibility to work collectively toward our shared goals of ensuring the safety of our students, staff, and community.

Families, we believe deeply in the work we are doing and understand the trust you place in our school to care for your children. We do not take this trust lightly. We are committed to working together no matter what the future holds.

Health and Safety

Teaching our Students the Health and Safety Protocols

Overview

The following pages outline the health and safety protocols being developed at CCDS in an effort to align our practices with the guidelines produced by the [California Department of Education](#), [California Department of Public Health](#), [Butte County Public Health](#), and the [Center for Disease Control](#).

Orientation

In the first days of school, staff will invest deeply in teaching students all of health and safety protocols. As a part of this process, we hope to share these training resources with you, so that we might collaborate on ensuring the following protocols are understood. These protocols, along with the social-emotional needs of our students and staff will be the primary focus of our orientation phase of reopening school.

Health Screening

Pre-screening: Families are asked to screen students at home before leaving for school. If any of the following are found, please keep your student home:

- Temperature exceeding 100.3; or
- Fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea

Entering Campus: Each day students will enter campus through their grade level designated gate and will follow a simple health screening process. The screening process will involve visual check points to which students and parents can quickly acknowledge if they or anyone at home is experiencing symptoms.

Temperature Screening: Staff will be using a no-touch thermometer at a designated school entrance to screen students prior to entering the classroom.

Prioritizing Hygiene

Handwashing and Hand Sanitation: Hand washing and sanitation will be taught as a priority. CCDS is installing hand sanitizer dispensers throughout campus and will ensure soap dispensers are filled regularly. Staff will train students, as well as build regular time into the day for students to make this a priority.

Health and Safety

Teaching our Students the Health and Safety Protocols

Social Distancing

Protocols and practices are being developed throughout campus to create 6 feet of social distancing between all students and staff. These protocols will include the way that we travel the halls and where we sit in the classroom. Structured game play at recess will ensure our students have fun, are able to move their bodies, but also respects the necessity of social distancing.

Face Coverings

A face covering is a covering made of cloth, fabric, or other soft or permeable material, without holes. It should cover the nose, mouth, and chin. The face covering should be comfortable so that the wearer can breathe comfortably through the nose and does not have to adjust it frequently - this will help to avoid touching the face.

Any face covering that incorporates a one-way valve (typically a raised plastic cylinder about the size of a quarter on the front or side of the mask) that is designed to facilitate easy exhaling is not an appropriate face covering. Valves of that type permit droplet release, putting others nearby at risk. N95 respirators are medical grade masks that should be reserved for health care providers and first responders. N95 respirators are not safe for children and should not be worn by them.

All staff and students must wear face coverings. They are most essential indoors and in settings where 6 feet of physical distancing cannot be maintained. Face coverings will be provided for staff and students that don't have one upon arrival (disposable masks, washable masks, face shields, etc). When/if the requirements change CCDS will adjust accordingly.

[CDPH GUIDANCE FOR THE USE OF FACE COVERINGS](#)

[CDPH COVID-19 INDUSTRY GUIDANCE: Schools and SchoolBased Programs](#)

STUDENTS

Age	Face Covering Requirement
Under 2 years old	No
2 years old – 2 nd grade	Strongly encouraged**
3 rd grade – High School	Yes, unless exempt

**Face coverings are strongly encouraged for young children between two years old

Student Illness and Staff Illness

The following steps will take place when a student, teacher, or staff member or member of their household tests positive for COVID-19 and has exposed others at the school:

1. CCDS will consult with local health authorities regarding exposure.
2. A determination will be made regarding next steps and will include tracing any person who has been in close contact with the person who has tested positive. Close contact is defined by the Center for Disease Control as having been less than 6 feet apart for a duration of 15 minutes.
3. A determination will be made regarding potential closure of a cohort, classroom, grade level, or the entire school in consultation with local health officials.
4. A notification will be sent to families regarding the exposure asking families who have had close contact to self isolate in response to the exposure.
5. A closure would shift students to distance learning to continue academic and social emotional goals.
6. The school will follow sanitation protocols to prepare the school for students to return.

Health and Safety

Teaching our Students the Health and Safety Protocols

COVID-19 Testing for Staff

School staff are essential workers, and staff includes teachers, paraprofessionals, cafeteria workers, janitors, bus drivers, or any other school employee that may have contact with students or other staff. School districts and schools shall test staff periodically, as testing capacity permits and as practicable. Examples of recommended frequency include testing all staff over 2 months, where 25% of staff are tested every 2 weeks, or 50% every month to rotate testing of all staff over time.

Protocols for Staff/Teacher/ Student who has symptoms, has had close contact with someone who tested positive, or is diagnosed with COVID-19 * CDPH guidelines

	Student or Staff with:	Action	Communication
1.	COVID-19 Symptoms (e.g., fever, cough, loss of taste or smell, difficulty breathing) Symptom Screening: Per CA School Sector Specific Guidelines	<ul style="list-style-type: none">• Send home• Recommend testing (If positive, see #3, if negative, see #4)• School/classroom remain open	<ul style="list-style-type: none">• No Action needed
2.	Close contact (†) with a confirmed COVID-19 case	<ul style="list-style-type: none">• Send home• Quarantine for 14 days from last exposure• Recommend testing (but will not shorten 14-day quarantine)• School/classroom remain open	<ul style="list-style-type: none">• Consider school community notification of a known contact
3.	Confirmed COVID-19 case infection	<ul style="list-style-type: none">• Notify the local public health department• Isolate case and exclude from school for 10 days from symptom onset or test date• Identify contacts (†), quarantine & exclude exposed contacts (likely entire cohort (††)) for 14 days after the last date the case was present at school while infectious• Recommend testing of contacts, prioritize symptomatic contacts (but will not shorten 14-day quarantine)• Disinfection and cleaning of classroom and primary spaces where case spent significant time• School remains open	<ul style="list-style-type: none">• School community notification of a known case
4.	Tests negative after symptoms	<ul style="list-style-type: none">• May return to school 3 days after symptoms resolve• School/classroom remain open	<ul style="list-style-type: none">• Consider school community notification if prior awareness of testing

Displaying Symptoms at School

If a student or staff member is exhibiting symptoms at school, they will be asked to isolate in a designated location, away from others, while they wait for parents to arrive. Parents will be asked to check in at the office and students will be brought to the parent from the designated area.

Classroom Supplies

Due to the health and safety guidelines we will not be able to use shared supplies. A recommended supply list will be provided by the teacher.

Shared Spaces

To ensure the health and safety of our students and staff, CCDS will take the following social distancing measures during our return to school:

- In all classrooms and common spaces, CCDS will space students at least 6 feet apart.
- During recess and transitions, we will keep cohorts from mixing.
- Lunches will be eaten in designated locations in classroom cohorts.
- Cohorts will only associate with staff members designated to their cohort during class and recess.
- CCDS will not host larger gatherings such as assemblies, rallies, sports, and dances.
- CCDS will organize hallway and transition times to minimize interaction.
- Play structures will be temporarily closed. Contact sports and activities that encourage close contact will not be available during recess.
- All outdoor recess spaces will be structured with activities led by staff.

Academic and Social- Emotional Instruction

Instructional Planning

Overview

As we look ahead to the fall, our instructional planning is focused on the way that we believe students learn best. We believe that learning is collaborative, creative, and involves communication and critical thinking. Whether we are designing instruction for in-class learning or distance learning, we are working hard to incorporate these learning values into our lessons. In alignment with our school's mission, we are designing instruction to meet the academic and social-emotional needs of our students, that moves students forward through grade level standards this year while also addressing the learning loss that may have happened since students were in school last.

Designing Distance Learning

While there is work to be done to continually evolve in-class learning designs as well, we believe that it is important that we design our distance learning to reflect the values mentioned above. Our distance learning redesigns will include the opportunity to engage in live daily work with peers and staff, as well as the opportunity to access instruction at a time that is convenient for families. We also believe that distance learning must include different modes of learning, and not only those delivered digitally. Finally, distance learning must ensure instruction is comparable to in-class instruction to help students move forward through grade-level standards and expectations regardless of their mode of learning.

In-Class Instruction

Our CCDS community prides itself on the work of our incredible teachers. This will be the first time our teachers have facilitated in-class instruction and distance learning in the same day. We will work to ensure that time in class offers opportunities to collaborate with peers while continuing to respect social distancing guidelines.

Social-Emotional Learning (SEL)

CCDS is committed to developing the whole student, and now more than ever this commitment is needed. We recognize the impacts of isolation that have come from our region's response to COVID-19 and will work hard to build safe and supportive community classrooms that engage in social-emotional development daily. We will continue to hold morning meetings, utilize responsive classroom, and focus on our SEL aligned core values.

Recess We believe that every student needs time to run, play, and laugh with their peers. We will be following health and safety guidelines to create structured play areas for cohorts of students to enjoy recess safely before returning to class.

Academic and Social- Emotional Instruction

Instructional Planning

Physical Education, Music and Art

Our Specialty courses are a part of what makes our CCDS program unique and engaging. We are committed to continuing with these important courses, however, this year they may look different. Based on the health and safety guidelines, students should not move from classroom to classroom and regroup into new cohorts. Therefore, we are structuring the day to ensure that students maximize time in their homeroom and developing ways to deliver Science, Art, Spanish, and PE to our students each week. This could include live streaming into classrooms, embedding standards into recess play, or using distance learning time to fulfill some of these learning plans.

Study Trips

Our current plans do not include field trips that require students to leave campus. Due to health and safety guidelines, we have had to pause any previously planned field trips. We will work with our community as information evolves to determine if we can reinstate any previously planned field trips. We are considering, not only the students this year, but the students last year who missed out on large overnight field trips due to closures.

Impact of Health and Safety on School Scheduling

The following pages will describe the leveled approach that CCDS is employing to meet the Health and Safety Guidelines with a special focus on ensuring 6 feet of social distancing. Due to the social distancing requirements, new schedules have to be designed to reduce the number of students in a classroom at any given time.

Impact of School Schedule

Overview

School Scheduling

CCDS has developed a phased approach to scheduling. Beginning with Level 1: distance learning and evolving through Level 5: Full Capacity. Our goal is to bring all students back to school everyday in a way that reflects our shared commitment to the physical, mental, and social-emotional health of our students, staff, and community.

Five Levels: The levels below will be used based on the most current information available.

Level 1: Distance Learning

We expect that distance learning will be used by every student at some time during the 2020-2021 school year. It may be used if a classroom, grade level or the school is directed to close due to COVID-19 exposure. Distance learning will also be used to keep students learning every day when they are not able to be in the classroom due to alternating A/B scheduling, when a family is required to self-quarantine, or for those families who elect full time distance learning.

For these reasons, we are developing a distance learning model with the following assumptions:

1. CCDS must ensure that students have access to a computer, internet, and any needed learning materials at home.
2. Students must have access to daily live interaction with staff and peers.
3. Students must have the option to learn at a time that is convenient as well.
4. Distance learning must use multiple mediums i.e. digital, paper, etc.
5. Distance learning must be grade level instruction that combats academic learning loss and social-emotional isolation.

The example below demonstrates what a day in the life of distance learning could look like as we evolve our practices. The dark blue areas may offer opportunities throughout each day for students to have live social-emotional check-ins, collaborative work, and receive feedback from staff during small-group time.

Level 2: Orientation

As we reopen the school, we believe that it is in the best interest of the physical, mental, and social-emotional health of our students to return in small groups to offer the individual attention necessary for each student to learn all new health and safety protocols.

The orientation schedule offers each orientation group time on campus in a small group with their teacher twice a week. Time not spent on campus is still considered learning time and will have valuable academic and social emotional learning opportunities built in. We are working with our teachers now to estimate the duration of this work at each grade level and will update this handbook with estimates as soon as possible.

Orientation Groups

- Create smaller cohorts for orientation purposes
- During orientation we will prescribe learning goals to prepare students for in-class and distance learning.
- The durations will differ depending on grade level

Level 3: Baseline

Based on the health and safety guidelines for social distancing, we must create 6 feet of distance between everyone on campus. This means we can not have more than 20 students in a classroom at a time. Therefore we will group students into two cohorts, A & B.

1. Students will return in small cohorts on alternating schedules until we reach increased capacity.
2. Students not on campus will continue to engage in daily interaction with staff and peers through distance learning.
3. Students who elect long term distance learning will continue to be attached to a classroom and cohort: there will be a seat waiting when they are ready to return.

The model below offers each cohort time on campus with their teacher twice a week. Time not spent on campus is still considered learning time and will have valuable academic and social emotional learning opportunities delivered through distance learning.

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

Staff are currently working on plans to determine first how quickly we can get through Level 2: Orientation and into Level 3: Baseline at each grade-level. Next our team will work to determine which grade-levels may be able to move to an increased capacity, allowing more students on campus each day.

Level 4: Increased Capacity

If our classrooms were large enough to house an entire class, or if class sizes were small enough to fit into our current classrooms while continuing to respect social distancing guidelines, then students could attend school every day. In an effort to increase the amount of time that students may attend school, we are working on the following.

1. If more families opt for virtual academy this would potential open up some spots in some grade levels. Therefore, these classrooms may have the potential to reach increased capacity.
2. It is possible that alternate locations may be used on campus so that the distance learning students can engage in distance learning from campus, with their cohort, rather than engaging in distance learning from home.

Tiered Support

Commitment to Personalization

Overview

This section of our reopening Handbook will continue to evolve with information as it becomes available. This section of our planning is focused on our commitment to ensure our pillar of personalization. It is through this pillar that we make decisions based on the individual strengths and circumstances of each of our community members.

Special Education, 504, SST, and Rtl

CCDS is committed to providing multi-tiered support to meet individual student needs and ensure academic, behavior, and social emotional growth. To assist in this work CCDS will continue to schedule and facilitate personalized meetings, when needed, to collaborate with our families. This year, as we did in the spring of 2020, we will continue to hold these meetings virtually or if possible if necessary in a social distance setting(. ~~Using video conferencing software will allow our teams to collaborate while ensuring the health of each participant. ???~~

Social Emotional Support

Our CCDS Student Support Services team will be working to ensure that our students and staff have the support needed to return to school in the fall. We are available to work with families to design appropriate responses to the needs of each child.

Counseling and Support Resources

Chico Country Day School believes in supporting the whole student and in compliance with Education Code 49428 and AB-2022 is providing notification of services in our community. At CCDS, any pupil or parent/guardian of a pupil may refer a student for potential school based mental health counseling services by contacting the Director of Student Affairs or Director of Student Support Services at (530)895-2650. The school can also provide information about other options to access mental health services within the community.

To access mental health services within the community, please contact the Butte County Department of Behavioral Health (530) 508-9133, or one of the mental health resources listed below:

National Suicide Prevention Lifeline - The lifeline provides 24/7, free and confidential support for people in distress, prevention, and crisis resources for you and your loved ones. Phone Number: 1-800-273-8255 or CHAT by visiting [this link](#).

24/7 Butte County Crisis Line: 530-891-2810

27/7 Butte County Behavioral Health Crisis Lines:

1-800-334-6622 or 530-891-2810

24/7 Homeless Emergency Action Response Team (HEART): 1-877-4-RUN-AWAY or 1-877-4-786-2929

24/7 Disaster Distress Helpline: 1-800-985-5990 or TEXT TalkWithUs to 66746

Logistics and Operations

Logistics of Reopening

This section of the Reopening School Family Handbook will continue to evolve with items such as bell schedules, including staggered start and end times, designated entry and exit gates for pick up and drop off, and information such as protocols for delivering items to students during the school day.

Visitors

To ensure the safety of our on campus community, non-essential visitors will not be allowed on campus. We will continue to review this Policy as information evolves. We are committed to continuing to collaborate with families and are seeking ways to involve parent volunteerism in new and exciting ways that meet these guidelines.

Drop Off and Pick Up

Protocols for drop off and pick up will be further addressed as we get closer to the opening of school. It is important to note that we welcome families walking students to the entrance gate at drop off, or using our car drop off zone. At either the gate or at the curbside, parents will be asked to assist in the health screening described on page 6. However, parents may not proceed onto campus.

After-school pickup will be facilitated by school staff. This will allow for walk up pick up without parents having to enter campus.

Start and End Times

To assist with social distancing at the gates during the entry time of school, we will employ staggered start times. The duration of the school day will be shorter to allow for the overwhelming amount of daily cleaning and preparation necessary by all staff to meet the guidelines for reopening.

The following are the minimum instructional minutes mandated by the State of California for the coming school year:

Kindergarten: 180 instructional minutes per day
1st - 3rd Grade: 230 instructional minutes day
4th - 8th Grade: 240 instructional minutes in grades 4 to 12, inclusive.

Our team will update this section when start and end times are finalized.

School Calendar While the daily schedules will change throughout the year, depending on which leveled response is being used, the school calendar will not change. CCDS will begin school on August 19, 2020 and recognize all previously scheduled breaks and holidays.

Communication and Collaboration with our Community

Planned Communications and Collaboration

Summer Communications Timeline We have developed an informational website that highlights our latest planning for the opening of school on August 19, 2020.

[Click HERE to](#) view our Fall Planning Site, including important information about our plans for reopening school in the fall, as well as responses to frequently asked questions which we have received over these past several weeks.

Communications Regarding COVID-19 Positive Exposure See Student Illness and Staff Illness on page 10

After School Program

Hours of Operation

ASP will be open after school until 6pm on Monday, Tuesday, Thursday, and Friday each week. Please see our website for additional details including Closure Dates (Holidays), Weather Guidelines, and more.

Hygiene and Social Distancing Protocols

ASP will follow the same hygiene and social distancing protocols as WCS.

Snacks Students will receive one snack in the afternoon. Students may also bring their own snack. Sharing of food will not be permitted. Students will be required to wash their hands prior to eating.

Fee Structure

- \$7.50/hour - \$5/hour (free/reduced meal rate) - \$40/day cap - \$30 registration fee

Questions we continue to explore:

- Can ASP accommodate students from cohort A on cohort B school days?
- How can we collaborate with families to launch a cooperative model of childcare when ASP is not available?
- Does ASP have the capacity to keep students assigned to their school day cohorts?



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STOPit Solutions empowers employees, citizens, and students to speak up about inappropriate behavior like bullying, misconduct, and mental health issues where they are most comfortable—their phones.

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Overview Comparison of the Learning Continuity and Attendance Plan and the Local Control and Accountability Plan

The following chart reflects a high-level comparison of the Local Control and Accountability Plan (LCAP) and the Learning Continuity and Attendance Plan. While the two terms start with the same letters, they should not be referred to with the same acronym. The LCAP is distinct from the Learning Continuity and Attendance Plan.

In general, it appears that the **Learning Continuity and Attendance Plan is expected to follow a process very similar to that of the LCAP; however, the timelines are different and the contents of the new plan are distinct.**

Process:

PROCESS	Learning Continuity and Attendance Plan	LCAP
Local governing board adoption by	September 30, 2020	On or before July 1 (not applicable for 2020–21)
Submission to county office of education (COE)	No later than 5 days after adoption	No later than 5 days after adoption (see above)
COE Review	Yes	Yes
COE Approval	No	Yes
COE provide written recommendations for amendments to the plan from reviewing authority	October 30, 2020	August 15 clarification/October 8 – approval deadline
Local educational agencies (LEAs) shall consider COE written recommendations in a public meeting within 15 days	Yes	Yes
Budget Overview for Parents (BOP)	Yes, by December 15, 2020 with the First Interim Report; with new deadline the BOP is not tied to LCAP submission	Yes
Solicit recommendations and comments of members of the public regarding specific actions and expenditures proposed to be included in the learning continuity and attendance plan (p1)	Yes	Yes
Notify members of the public of the opportunity to submit written comments	Yes	Yes



PROCESS	Learning Continuity and Attendance Plan	LCAP
Present to the PAC) and English Learner Parent Advisory Committee (EL PAC)	Yes	Yes
Respond to comments from PAC and EL PAC in writing	Yes	Yes
Consult with teachers, principals, administrators, other school personnel, local bargaining units of the school district, county office of education, or charter school, parents, and pupils in developing a learning continuity and attendance plan	Yes	Yes
Present at public hearing and post the notice for the hearing at least 72 hours before	Yes	Yes
Provide options for remote participation in public hearings and include efforts to solicit feedback to reach pupils, families, educators, and other stakeholders who do not have internet access, or who speak languages other than English.	Yes	Not mandated
Adopt in a public meeting (to be held after the public hearing)	Yes	Yes
Charters must file plan with LCAP approving authority not later than 5 days after adoption (charters with chartering authority and COE)	Yes	Yes
Posted prominently to homepage of the LEA website	Yes	Yes



Template contents and requirements:

TEMPLATE	Learning Continuity and Attendance Plan	LCAP
Annual update	No	Yes
Plan summary	No	Yes
CSI prompts	No	Yes
Stakeholder engagement	Yes	Yes
Goal statements	No	Yes
Why Statement	No	Yes
Actions/Expenditures	Yes	Yes
Metrics, Baseline, Yearly Outcomes, Desired Outcomes	Yes per SB98, not LCFF state priorities	Yes
Goal Analysis	No	Yes
Increased/improved for unduplicated	Yes	Yes
Students experiencing homelessness	Yes	Not specifically
Meeting Increase/Improve services requirements	Yes	Yes
Expenditure tables	No	Yes
In person instructional offerings	Yes	Yes; generally
Plans for a distance learning program	Yes	No
How the LEA will address pupil learning loss from 2019-21 school years as a result of COVID-19.	Yes	No
How the LEA will monitor and support the mental health and social and emotional well-being of pupils and staff	Yes	No
The professional development to be provided to staff and the resources to be provided to pupils and staff to address trauma and other impacts of COVID-19 on the school community	Yes	No
Pupil engagement and outreach	Yes	Yes
School nutrition	Yes	No
How federal and state funding is used to support efforts in continuity plan	Potentially as backfill funding	Generally no, but allowable



Learning Continuity and Attendance Plan (2020–21)

The instructions for completing the Learning Continuity and Attendance Plan follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
[Insert LEA Name here]	[Insert Contact Name and Title here]	[Insert Email and Phone here]

General Information

A description of the LEA, its schools, and its students.

[Respond here]

DRAFT

Stakeholder Engagement

A description of the efforts made to solicit stakeholder feedback including efforts to reach students, families, educators, and other stakeholders who do not have internet or speak languages other than English, and a description of the overall stakeholder process and how the stakeholder engagement was considered before finalizing the Learning Continuity Plan.

[Respond here]

A summary of the feedback provided by specific stakeholder groups.

[Respond here]

A description of the aspects of the Learning Continuity and Attendance Plan that were influenced by specific stakeholder input.

[Respond here]

A description of the options provided for remote participation in public hearings.

[Respond here]

Continuity of Learning

In-Person Instructional Offerings

A description of the actions the LEA will take to offer classroom-based instruction whenever possible, with an emphasis on students who have experienced significant learning loss due to school closures in the 2019–2020 school year or are at a greater risk of experiencing learning loss due to future school closures.

[Respond here]

Actions Related to In-Person Instructional Offerings [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
[A description of what the action is; may include a description of how the action contributes to increasing or improving services]	[\$ 0.00]	[Y/N]
[A description of what the action is; may include a description of how the action contributes to increasing or improving services]	[\$ 0.00]	[Y/N]

Distance Learning Program

Continuity of Instruction

A description of how the LEA will provide continuity of instruction during the school year to ensure pupils have access to a full curriculum of substantially similar quality regardless of the method of delivery, including the LEA's plan for curriculum and instructional resources that will ensure instructional continuity for pupils if a transition between in-person instruction and distance learning is necessary.

[Respond here]

Access to Devices and Connectivity

A description of how the LEA will ensure access to devices and connectivity for all pupils to support distance learning.

[Respond here]

Pupil Participation and Progress

A description of how the LEA will assess pupil progress through live contacts and synchronous instructional minutes, and a description of how the LEA will measure participation and time value of pupil work.

[Respond here]

Distance Learning Professional Development

A description of the professional development and resources that will be provided to staff to support the distance learning program, including technological support.

[Respond here]

Staff Roles and Responsibilities

A description of the new roles and responsibilities of affected staff as a result of COVID-19.

[Respond here]

Supports for Pupils with Unique Needs

A description of the additional supports the LEA will provide during distance learning to assist pupils with unique needs, including English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness.

[Respond here]

Actions related to the Distance Learning Program [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
[A description of what the action is; may include a description of how the action contributes to increasing or improving services]	[\$ 0.00]	[Y/N]
[A description of what the action is; may include a description of how the action contributes to increasing or improving services]	[\$ 0.00]	[Y/N]

Pupil Learning Loss

A description of how the LEA will address pupil learning loss that results from COVID-19 during the 2019–20 and 2020–21 school years, including how the LEA will assess pupils to measure learning status, particularly in the areas of English language arts, English language development, and mathematics.

[Respond here]

Pupil Learning Loss Strategies

A description of the actions and strategies the LEA will use to address learning loss and accelerated learning progress for pupils, as needed, including how these strategies differ for pupils who are English learners; low-income; foster youth, or are in foster care; pupils with exceptional needs; and pupils experiencing homelessness.

[Respond here]

Effectiveness of Implemented Pupil Learning Loss Strategies

A description of how the effectiveness of the services or supports provided to address learning loss will be measured.

[Respond here]

Actions to Address Pupil Learning Loss [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
[A description of what the action is; may include a description of how the action contributes to increasing or improving services]	[\$ 0.00]	[Y/N]
[A description of what the action is; may include a description of how the action contributes to increasing or improving services]	[\$ 0.00]	[Y/N]

Mental Health and Social and Emotional Well-Being

A description of how the LEA will monitor and support mental health and social and emotional well-being of pupils and staff during the school year, including any professional development and resources that will be provided to pupils and staff to address trauma and other impacts of COVID-19 on the school community.

[Respond here]

Pupil Engagement and Outreach

A description of pupil engagement and outreach, including the procedures for tiered reengagement strategies for pupils who are absent from distance learning and how the LEA will provide outreach to pupils and their parents or guardians, including in languages other than English, when pupils are not meeting compulsory education requirements or if the LEA determines the pupil is not is not engaging in instruction and is at risk of learning loss.

[Respond here]

School Nutrition

A description of how the LEA will provide meals for pupils who are eligible for free or reduced-price meals for pupils participating in both in-person instruction and distance learning, as applicable.

[Respond here]

Additional Actions to Implement the Learning Continuity Plan [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
[A description of what the action is; may include a description of how the action contributes to increasing or improving services]	[\$ 0.00]	[Y/N]
[A description of what the action is; may include a description of how the action contributes to increasing or improving services]	[\$ 0.00]	[Y/N]

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
[Insert percentage here]%	[Insert dollar amount here]

Federal Funds Used to Backfill Reductions to the Local Control Funding Formula

[Insert dollar amount here]

Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

[Provide description here]

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

[Provide description here]

A description of how the LEA utilized any federal funds provided to backfill reductions to the local control funding formula on a dollar-for-dollar basis generated on the basis of the number and concentration of unduplicated pupils.

[Provide description here]

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

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

RECITALS:

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

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

1. Purpose

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

2. Services of the school nurse may include:

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

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

3. **Additional CORE Obligations**

CORE shall:

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

4. Dispute Resolution

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

5. Due Process and/or Litigation

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

6. Indemnification

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

7. Fiscal Agreement

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

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

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

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

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

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

8. **Agreement / Term**

- (a) This MOU constitutes the entire understanding between parties and supersedes any prior or concurrent agreement, oral or written, between or among CCDS and/or CORE concerning its subject matter. Any modification to this MOU shall be effective only if in writing and signed by all parties. If any provision or any part of this MOU is for any reason held to be invalid or unenforceable or contrary to public policy, law, or statute, and/or ordinance, the remaining provisions of this MOU shall not be affected thereby and shall remain valid and fully enforceable.
- (b) The term of this Agreement and services shall commence on July 1, 2020 and continue through June 30, 2021.
- (c) CCDS will seek advisement and input from CORE in regards to periodic program evaluation and evaluating delivery of nursing services. CORE retains the ability to perform an independent evaluation of the School Nurse services provided. CCDS retains the sole responsibility to perform staff evaluations of CCDS employees who implement services in accordance with this MOU; however, CCDS is invited to collaborate with CORE staff in this regard as needed.
- (d) This Agreement has been made and entered into the State of California and the laws of said State will govern the validity and interpretation of this Agreement.
- (e) The persons signing this MOU warrant that they are duly authorized to sign it on behalf of the persons and entities being bound.
- (f) This Agreement may be executed in counterparts, all of which, taken together, shall be deemed an original.

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

On Behalf of CORE Butte Charter School

Date: _____ By: _____

CORE Director

By: _____

CORE Board Chairperson

On Behalf of Chico Country Day School

Date: _____ By: _____

CCDS Director of Student Support Services

Date: _____ By: _____

CCDS Board Chair

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

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

RECITALS:

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

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

1. Purpose

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

2. Services of the school nurse may include:

- (a) Assessing and evaluating student health and developmental status as part of the Individual Education Plan (IEP) or Section 504 Plan process;
- (b) Communicating with students, families, caregivers, and health care providers;
- (c) Interpreting assessments and medical information to school staff working with the students;
- (d) Designing and implementing an Individualized School Health Plan, Emergency Care Plan, Individual Educational Plan and/or Section 504 Plan related to health care needs or chronic illnesses;
- (e) Determining the appropriate level of care for students with specialized health care needs and training, monitoring and supervising licensed and unlicensed staff;
- (f) Providing school nursing case management services for students;

- (g) Counseling students and parents regarding health or school related issues and providing information and referral to community services;
- (h) Administering and training and supervising school staff in assisting students with routine and emergency medications;
- (i) Serving as a health consultant and providing 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 Inspire Obligations

Inspire shall:

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

4. Dispute Resolution

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

5. Due Process and/or Litigation

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

6. Indemnification

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

7. Fiscal Agreement

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

- School Nurse:
 - a. 0.20 FTE or equivalent of 38 days based on the employee's position on the CCDS Nursing Salary Schedule. Any additional days of work required by Inspire shall be requested in writing and approved by both Inspire and CCDS administrators. Inspire will be billed at the employee's daily rate, daily benefit costs plus a 2% fee based on the daily amounts.
 - b. Twenty percent (20%) of the benefit cost of the employee, including PERS, payroll fees and other fees associated with an employee.
- Mileage rate equal to the IRS Standard Mileage Rates, if applicable.
- Actual costs of translation services as needed and requested by Inspire for any reports and assessments performed by CCDS staff.
- 2% Administrative Fee based upon the salary and benefit rates listed above.

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

8. Agreement / Term

- (a) This MOU constitutes the entire understanding between parties and supersedes any prior or concurrent agreement, oral or written, between or among CCDS and/or Inspire concerning its subject matter. Any modification to this MOU shall be effective only if in writing and signed by all parties. If any provision or any part of this MOU is for any reason held to be invalid or unenforceable or contrary to public policy, law, or statute, and/or ordinance, the remaining provisions of this MOU shall not be affected thereby and shall remain valid and fully enforceable.
- (b) The term of this Agreement and services shall commence on July 1, 2020 and continue through June 30, 2021.
- (c) CCDS will seek advisement and input from Inspire in regards to periodic program evaluation and evaluating delivery of nursing services. Inspire retains the ability to perform an independent evaluation of the School Nurse services provided. CCDS retains the sole responsibility to perform staff evaluations of CCDS employees who implement services in accordance with this MOU; however, CCDS is invited to collaborate with Inspire staff in this regard as needed.
- (d) This Agreement has been made and entered into the State of California and the laws of said State will govern the validity and interpretation of this Agreement.
- (e) The persons signing this MOU warrant that they are duly authorized to sign it on behalf of the persons and entities being bound.
- (f) This Agreement may be executed in counterparts, all of which, taken together, shall be deemed an original.

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

On Behalf of Inspire School of Arts & Sciences

Date: _____ By: _____
Inspire Director

By: _____
Inspire Board Chairperson

On Behalf of Chico Country Day School

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

Date: _____ By: _____

CCDS Board Chair

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

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

RECITALS:

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

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

1. Purpose

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

2. Services of the school nurse may include:

- (a) Assessing and evaluating student health and developmental status as part of the Individual Education Plan (IEP) or Section 504 Plan process;
- (b) Communicating with students, families, caregivers, and health care providers;
- (c) Interpreting assessments and medical information to school staff working with the students;
- (d) Designing and implementing an Individualized School Health Plan, Emergency Care Plan, Individual Educational Plan and/or Section 504 Plan related to health care needs or chronic illnesses;
- (e) Determining the appropriate level of care for students with specialized health care needs and training, monitoring and supervising licensed and unlicensed staff;
- (f) Providing school nursing case management services for students;

- (g) Counseling students and parents regarding health or school related issues and providing information and referral to community services;
- (h) Administering and training and supervising school staff in assisting students with routine and emergency medications;
- (i) Serving as a health consultant and providing 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 Sherwood Obligations

Sherwood shall:

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

4. Dispute Resolution

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

5. Due Process and/or Litigation

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

6. Indemnification

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

7. Fiscal Agreement

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

- School Nurse:
 - a. 0.10 FTE or equivalent of 38 days based on the employee's position on the CCDS Nursing Salary Schedule. Any additional days of work required by Sherwood shall be requested in writing and approved by both Sherwood and CCDS administrators. Sherwood will be billed at the employee's daily rate, daily benefit costs plus a 2% fee based on the daily amounts.
 - b. Ten percent (10%) of the benefit cost of the employee, including PERS, payroll fees and other fees associated with an employee.
- Mileage rate equal to the IRS Standard Mileage Rates, if applicable.
- Actual costs of translation services as needed and requested by Sherwood for any reports and assessments performed by CCDS staff.
- 2% Administrative Fee based upon the salary and benefit rates listed above.

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

8. Agreement / Term

- (a) This MOU constitutes the entire understanding between parties and supersedes any prior or concurrent agreement, oral or written, between or among CCDS and/or Sherwood concerning its subject matter. Any modification to this MOU shall be effective only if in writing and signed by all parties. If any provision or any part of this MOU is for any reason held to be invalid or unenforceable or contrary to public policy, law, or statute, and/or ordinance, the remaining provisions of this MOU shall not be affected thereby and shall remain valid and fully enforceable.
- (b) The term of this Agreement and services shall commence on July 1, 2020 and continue through June 30, 2021.
- (c) CCDS will seek advisement and input from Sherwood in regards to periodic program evaluation and evaluating delivery of nursing services. Sherwood retains the ability to perform an independent evaluation of the School Nurse services provided. CCDS retains the sole responsibility to perform staff evaluations of CCDS employees who implement services in accordance with this MOU; however, CCDS is invited to collaborate with Sherwood staff in this regard as needed.
- (d) This Agreement has been made and entered into the State of California and the laws of said State will govern the validity and interpretation of this Agreement.
- (e) The persons signing this MOU warrant that they are duly authorized to sign it on behalf of the persons and entities being bound.
- (f) This Agreement may be executed in counterparts, all of which, taken together, shall be deemed an original.

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

On Behalf of Sherwood Montessori

Date: _____ By: _____
Sherwood Director

By: _____
Sherwood Board Chairperson

On Behalf of Chico Country Day School

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

Date: _____ By: _____

CCDS Board Chair

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

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

RECITALS:

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

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

1. Purpose

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

2. Services of the school nurse may include:

- (a) Assessing and evaluating student health and developmental status as part of the Individual Education Plan (IEP) or Section 504 Plan process;
- (b) Communicating with students, families, caregivers, and health care providers;
- (c) Interpreting assessments and medical information to school staff working with the students;
- (d) Designing and implementing an Individualized School Health Plan, Emergency Care Plan, Individual Educational Plan and/or Section 504 Plan related to health care needs or chronic illnesses;
- (e) Determining the appropriate level of care for students with specialized health care needs and training, monitoring and supervising licensed and unlicensed staff;
- (f) Providing school nursing case management services for students;

- (g) Counseling students and parents regarding health or school related issues and providing information and referral to community services;
- (h) Administering and training and supervising school staff in assisting students with routine and emergency medications;
- (i) Serving as a health consultant and providing 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 Achieve Obligations

Achieve shall:

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

4. Dispute Resolution

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

5. Due Process and/or Litigation

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

6. Indemnification

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

7. Fiscal Agreement

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

- School Nurse:
 - a. 0.0625 FTE or equivalent of 10 hours per month based on the employee's position on the CCDS Nursing Salary Schedule. Any additional days of work required by Achieve shall be requested in writing and approved by both Achieve and CCDS administrators. Achieve will be billed at the employee's daily rate, daily benefit costs plus a 2% fee based on the daily amounts.
 - b. Six and one quarter percent (6.25%) of the benefit cost of the employee, including PERS, payroll fees and other fees associated with an employee.
- Mileage rate equal to the IRS Standard Mileage Rates, if applicable.
- Actual costs of translation services as needed and requested by Achieve for any reports and assessments performed by CCDS staff.
- 2% Administrative Fee based upon the salary and benefit rates listed above.

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

8. Agreement / Term

- (a) This MOU constitutes the entire understanding between parties and supersedes any prior or concurrent agreement, oral or written, between or among CCDS and/or Achieve concerning its subject matter. Any modification to this MOU shall be effective only if in writing and signed by all parties. If any provision or any part of this MOU is for any reason held to be invalid or unenforceable or contrary to public policy, law, or statute, and/or ordinance, the remaining provisions of this MOU shall not be affected thereby and shall remain valid and fully enforceable.
- (b) The term of this Agreement and services shall commence on July 1, 2020 and continue through June 30, 2021.
- (c) CCDS will seek advisement and input from Achieve in regards to periodic program evaluation and evaluating delivery of nursing services. Achieve retains the ability to perform an independent evaluation of the School Nurse services provided. CCDS retains the sole responsibility to perform staff evaluations of CCDS employees who implement services in accordance with this MOU; however, CCDS is invited to collaborate with Achieve staff in this regard as needed.
- (d) This Agreement has been made and entered into the State of California and the laws of said State will govern the validity and interpretation of this Agreement.
- (e) The persons signing this MOU warrant that they are duly authorized to sign it on behalf of the persons and entities being bound.
- (f) This Agreement may be executed in counterparts, all of which, taken together, shall be deemed an original.

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

On Behalf of Achieve Charter School

Date: _____ By: _____
Achieve Director

By: _____
Achieve Board Chairperson

On Behalf of Chico Country Day School

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

Date: _____ By: _____

CCDS Board Chair

**BUTTE COUNTY OFFICE OF EDUCATION
MEMORANDUM OF UNDERSTANDING
FOR CONTRACTING WITH LEAs OUTSIDE BUTTE COUNTY SELPA**

This Memorandum of Understanding ("MOU") is entered between Butte County Office of Education ("District") and **Chico Country Day** (LEA outside Butte County SELPA). District and LEA may be collectively referred to as the "Parties" or individually as a "Party." This MOU shall be effective as of the date of the last-executed signature below.

1. Purpose of MOU

Whereas Education Code section 56195.1, subdivision (e) provides that membership in a special education local plan area ("SELPA") does not limit a local educational agency's ("LEA") authority to contract for special education services from LEAs that are not members of their SELPA;

Whereas District is a member district of the Butte County SELPA and is willing to contract with Charter to provide special education and related services to students enrolled in Charter;

Whereas LEA is a district outside of the Butte County SELPA for the purposes of special education under Education Code Section 47640 and is a member district of **El Dorado Charter SELPA**;

Whereas LEA seeks to contract with BCOE in order for District personnel to provide special education and related services to students enrolled in LEA.

2. MOU Must be Renewed Annually

This MOU shall be in effect for the period beginning on **8/1/2020 and ending on 6/30/2021**. This MOU may be renewed at the end of that period by following the "Submission Procedures" set forth in Section 3 of this MOU. The MOU may be amended at any time by mutual consent of the Parties.

3. Submission Procedures

Unless there is a documented change in a student's Individualized Education Program ("IEP"), all services contracted for under this MOU will run for a period of one year, from **8/1/2020 to 6/30/2021**. On or before May 1st, LEA shall submit a written request for services to District. The written request shall list each type of service requested and the number of weekly/monthly/annual service hours requested for that service. Requests for educationally related mental health services ("ERMHS") or Assistive Technology services shall be made directly to the Butte County SELPA.

District shall provide LEA with a written response to the request for services from LEA. The District's response shall specify whether the District is willing to provide all, some, or none of the services requested. If District is willing to provide less than all the requested services, the response will list each type of service it is willing to provide and the number of weekly/monthly/annual service hours it is willing to provide. District has the sole discretion to determine how many service hours it is willing to provide. District's written response shall include a rate schedule for all requested services.

District may request a copy of LEA's annual budget report and/or other documentation regarding the fiscal health and management of the LEA. LEA shall provide requested documents within 10 business days of this request.

4. Scope of Services

The special education and related services to be provided by District are set forth in **Attachment A**. The scope of services set forth in **Attachment A** may be modified by mutual agreement of the Parties. All services will be provided at a District site unless otherwise agreed to by the Parties. District and LEA will mutually develop a schedule specifying the time, day, and location of services for each student served under this MOU.

5. District's Responsibilities

In addition to any other duties and responsibilities set forth in this MOU, District shall have the following responsibilities:

- a. Ensure that staff members working with LEA students will assist with the drafting of proposed goals and objectives for review and approval by the student's IEP team;
- b. Notify LEA if it has reason to believe that a LEA student requires reevaluation, change of placement or services, and/or an IEP team meeting; and
- c. Make its best efforts to ensure that staff members working with LEA students are available to attend IEP meetings or other meetings regarding the education of LEA students;

6. LEA's Responsibilities

In addition to any other duties and responsibilities set forth in this MOU, LEA shall have the following responsibilities:

- a. Provide District with copies of all relevant students records;
- b. Schedule, convene, and conduct, all IEP meetings for LEA students served under this MOU; and
- c. Provide timely notice to District when there is a change in a student's enrollment status at LEA, and/or when a student served under this MOU has been suspended or expelled.

7. Payment for Services

All DIS services will be billed at a flat rate to be determined annually. Billing will be split into 4 payments and District will send Invoice to LEA on the last school day of the months of October, January, April, and June. Invoice will show the specific services provided and/or offered during the billing period and the fees for those services plus mileage.

LEA shall process and pay each invoice within thirty (30) days from its receipt. If the payment for the invoice is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. District shall bill the LEA for the interest. Failure by LEA to pay an appropriately submitted invoice, including an invoice from a prior MOU between the Parties, within 90 days of receipt may be considered a breach of contract and is grounds for termination pursuant to Section 10 of this MOU.

8. Student Absences

LEA acknowledges that services provided by District under this MOU will be provided on an annual basis and that District will be modifying its special education staffing and/or caseloads in order to provide special education and related services to LEA students.

As such, LEA agrees that the District will be reimbursed for any services offered by the District when a student is absent. District shall notify LEA if a student is absent for four (4) or more sessions during the contract year.

9. Changes to Student's IEP/Student No Longer Attending LEA

If an IEP meeting is convened for a student receiving services under this MOU, and the IEP team agrees to reduce the services being provided, the scope of services set forth in **Attachment A** shall be modified to reflect the reduction in services.

If a student being served under this MOU is no longer attending the LEA, LEA shall notify District of the change in enrollment. Effective on the date that District receives notice of the change in enrollment, the scope of services set forth in **Attachment A** shall be modified to indicate the reduction in services.

10. Termination

Either LEA or District may terminate this MOU by providing the other party with thirty-days written notice except that District may terminate this MOU by providing LEA with written notice that it is unable or unwilling to provide the requested services pursuant to Section 3 of this MOU.

11. LEA Solely Responsible for Providing FAPE to Students Served Under MOU

Parties agree that the LEA remains responsible for ensuring that students served under this MOU receive FAPE as required by California and federal special education laws, Section 504 of the Rehabilitation Act of 1973, and related laws, even while the student is attending a program operated by and/or receiving related services from District pursuant to this MOU. The Parties further agree that District, for purposes of this MOU, is only intended to be a service provider under contract as authorized by Education Code section 56369. Parties also agree that this MOU does not constitute any form of interdistrict transfer or alternative attendance agreement that would transfer any responsibility for providing FAPE to District.

12. District and LEA Are Independent Contractors

LEA and District are independent parties to this MOU and each agree that this MOU was not intended to create the relationship of agent, servant, employee, partnership, joint venture or association.

13. Non-Exclusive Agreement

Parties agree that nothing herein is intended nor shall be construed as creating any exclusive arrangement between the Parties. This MOU shall not restrict LEA from contracting for services with other LEAs, nor shall it restrict District from providing services to other LEAs, including other LEAs.

14. Indemnification and Hold Harmless

Except as set forth in **Section 15**, LEA and District shall each defend, hold harmless and indemnify the other party, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of facilities, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

15. Responsibility for Litigation Costs

In the event of any compliance complaint, due process hearing request, or other litigation based on, arising from, or connected to the provision of services under this MOU, the LEA shall bear its own costs and shall reimburse District for all legal costs incurred from litigation of these claims.

16. Meet and Confer

If a dispute arises regarding any aspect of this MOU, the Parties agree that they shall meet and confer in a good faith effort to amicably resolve their difference prior to initiating any litigation. If the initial attempt to resolve the dispute is not successful, Parties may seek assistance from the Butte County SELPA except where SELPA is a party to the MOU.

17. Credentials, Licenses and Other Qualifications

District shall provide all special education and related services under this MOU using appropriately qualified staff. District shall provide appropriately credentialed teachers and/or licensed personnel consistent with the California laws and regulations unless the California Department of Education has granted a written waiver.

18. Severability/Waiver

If any provision of this MOU is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision of this MOU. No waiver of any provision of this MOU

shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

19. Execution of MOU Electronically and In Counterparts

This MOU may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed MOU. A facsimile or scanned version of any party's signature shall be deemed an original signature.

IN WITNESS WHEREOF, the Parties via their respective authorized representatives have executed and entered into this MOU as of the date set next to the signatures below.

[Insert Names of District and LEA and Authorizing Representative from each]:

Dated: 7/10/2020

By: 
Mary Sakuma, Superintendent
Butte County Office of Education

Dated: 

By: 
Amie Parent
Chico Country Day School

Attachment A

Chico Country Day School

Student Name	Service Provided	Cost
Jett Grimm	O&M	\$ 4,500.00
Gabriel Powers	DHH	\$ 4,500.00
	Total Cost	\$ 9,000.00