

**Blue Oak Charter School**  
**450 W. East Avenue, Chico, CA 95926**  
**FINANCE COMMITTEE**  
**REGULAR MEETING**

Join Zoom Meeting

<https://zoom.us/j/98347919501?pwd=ZXRYRHUybG5WMVRCbUg5bzZ2cVlwdz09>

**Meeting ID:** 983 4791 9501

**Passcode:** PUvR9p

**Tuesday, March 8th, 2022 - 4:15 PM**

*Vision: To be a model for successful education of the whole child.*

*Mission: To nurture and deepen each child's academic and creative capacities using methods inspired by Waldorf education in a public school setting.*

**Notice:** Any person with a disability may request the agenda be made available in an appropriate alternative format. A request for a disability-related modification or accommodation may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting at, 450 W. East Ave., Chico, CA or by calling (530) 879-7483 between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday (at least 48 hours before the meeting). All efforts will be made for reasonable accommodations.

All times noted on the agenda are approximate and listed solely for convenience. The Board may hear items earlier or later than is noted and may move the order of agenda items.

**Update:** In Compliance with the Governor of California's "Safer-at-Home Order" due to COVID-19, the Blue Oak Charter Council will be conducting meetings virtually until further notice. This means there will be no specific physical meeting place; the meeting will be held remotely. Public participation continues to be welcomed and encouraged to those who join via Zoom and raise their hand. The chat bar will not be available to the public during the Zoom meetings to support the sanctity of the meeting.

Blue Oak Charter Council (BOCC) may tape, film, stream, or broadcast any open BOCC Meeting. The BOCC president may announce that a recording or broadcasting is being made at the direction of BOCC members and that the recording or broadcast may capture images and sounds of those attending the meeting. Any BOCC recording may be erased or destroyed 30 days after the meeting.

## AGENDA

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### OPEN SESSION - 4:15 PM

#### 1. OPENING

- 1.1. Call Meeting to Order
- 1.2. Roll Call of Committee Members and Establish Quorum
- 1.3. Invocation - School Verse Read

*"This is our school, May peace dwell here, May the rooms be full of contentment. May love abide here, Love of one another, Love of our school, and Love of life itself. Let us remember that as many hands build a house, So many hearts build a school."*

- 1.4. Audience to Address the Committee

*This is the opportunity for members of the community to address the committee concerning items not on the agenda. Persons addressing the Committee will be allowed a maximum of three (3) minutes for their presentation. Persons may not yield their time to another speaker (Gov. Code § 54954.3)*

- 1.5. Agenda Modifications
- 1.6. Approve Minutes from February 8th, 2022.

- 1.7. Teleconferencing During State of Emergency  
**State of Emergency (§ 8625)**

**2. FINANCIAL REPORTS**

- 2.1. Charter Impact Monthly Report
  - 2.1.1. Attendance and Enrollment
  - 2.1.2. Cash Flow
  - 2.1.3. Balance Sheet Detail
  - 2.1.4. Warrants/Aged Payable
  - 2.1.5. Actual to Budget Summary (*part of the Financial Forecast in the Charter Impact Report*)
- 2.2. Point of Sale Transactions/Check Register

**3. BUSINESS**

- 3.1. 2nd Interim Report
- 3.2. Annual Auditor Selection
- 3.3. AT&T Master Agreement
- 3.4. Executive Director's Report

**4. SUSTAINABLE SCHOOL DESIGN TASK FORCE**

- 4.1. Proposal on Numbers
- 4.2. Update on Preschool Progress

**5. NEXT MEETING - Tuesday, April 12th, 2022 at 4:15PM**

**6. ADJOURNMENT**

**Blue Oak Charter School**  
**450 W. East Avenue, Chico, CA 95926**  
**FINANCE COMMITTEE**  
**REGULAR MEETING**

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## AGENDA

### OPEN SESSION - 4:15 PM

#### 1. OPENING

##### 1.1. Call Meeting to Order

- Amber Brown called the meeting to order at 4:22PM.

##### 1.2. Roll Call of Committee Members and Establish Quorum

- Present: Amber Brown, Susan Domenighini, Kate McDonald, Maggie Buckley
- Absent: Chairun Combs

##### 1.3. Invocation - School Verse Read

*"This is our school, May peace dwell here, May the rooms be full of contentment. May love abide here, Love of one another, Love of our school, and Love of life itself. Let us remember that as many hands build a house, So many hearts build a school."*

- Susan Domenighini read the school verse.

##### 1.4. Audience to Address the Committee

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- There were no audience members present to address the committee.

**1.5. Agenda Modifications**

- No agenda modifications were made.

**1.6. Approve Minutes from January 11th, 2022.**

- Maggie Buckley made a motion to accept the minutes from January 11th. Susan Domenighini seconded the motion.
- No further discussion.
- Vote.

Name	Yes	No	Abstain	Absent
Susan Domenighini	X			
Amber Brown	X			
Kate McDonald	X			
Chairun Combs				X
Maggie Buckley	X			

- Vote passes.

**1.7. Teleconferencing During State of Emergency  
State of Emergency (§ 8625)**

- The BOFC acknowledged the state of emergency for continued use of teleconferencing during committee meetings.

**2. FINANCIAL REPORTS**

**2.1. Charter Impact Monthly Report**

- 2.1.1. Attendance and Enrollment
- 2.1.2. Cash Flow
- 2.1.3. Balance Sheet Detail
- 2.1.4. Warrants/Aged Payable
- 2.1.5. Actual to Budget Summary (*part of the Financial Forecast in the Charter Impact Report*)

**2.2. Point of Sale Transactions/Check Register**

- Jim Weber from Charter Impact presented the January financial report for Blue Oak via powerpoint presentation. Jim explained that Blue Oak is currently over budget but this is an unusual school year so if we were to make a one-time loss, this may be the year to do it. There are talks of more funds in the years to come to make up for the loss that a lot of schools are experiencing; this is typically not the recommended model but it could be a possibility if need be. Otherwise, Blue Oak is still looking at a significant loss for this year due to reduced ADA. Cash flow is looking lower but still steady until the end of the year.
- Susan Domenighini recommended the BOCC accept the financial report as given. Kate McDonald seconded the motion.
- No further discussion.
- Vote.

Name	Yes	No	Abstain	Absent
Susan Domenighini	X			

Amber Brown	X			
Kate McDonald	X			
Chairun Combs				X
Maggie Buckely	X			

➤ Vote passes.

### 3. BUSINESS

#### 3.1. Supplemental Annual Update for 2021-2022 LCAP

- The State wants an intermediate update on how our school is doing on our LCAP. This is the first document they require. Thank you to Jim for adding financial information to this document. This LCAP lasts until the 2024-25 school year so this document reflects that not everything has been completed yet, but it does show what we have done so far.
- Jim explained that since this committee meets every month to check in on the financial standing of the school, the BOFC has seen this information before, just not necessarily framed in light of the LCAP.
- Kate McDonald made a motion to recommend the LCAP update to the BOCC. Maggie Buckley seconded the motion.
- No further discussion.
- Vote.

Name	Yes	No	Abstain	Absent
Susan Domenighini	X			
Amber Brown	X			
Kate McDonald	X			
Chairun Combs				X
Maggie Buckely	X			

➤ Vote passes.

#### 3.2. Executive Director's Report

##### 3.2.1. State Finance Update

- ELOP Delay - The State has started to provide funding for 9 hour days for school services to be implemented starting this year but is now realizing many schools do not have the capacity to put this program into place at the moment. The State is now allowing the start of these programs to start next year instead since this is quite a hectic year to start a new program of this proportion.
- TK Class Size Reduction - The State is updating funding to meet recently-adopted TK class ratios, similar to preschools. This will become a requirement through a rollout plan over the next two years. Blue Oak will have to take a look at the fine print to see if changes to our Kindergarten program will need to be made.
- State Preschool - There is continued funding for state preschools; this is good information to have when discussing sustainable school topics.

- CSDC News - There is currently action for “hold harmless” legislation at the State level. One proposal is to give charters the same options that districts get which means Blue Oak would get to choose which ADA from the past two years we would want to use for the current year's budget. This reduces mid-year budget cuts; Susan likes this option the best and hopes that it will continue post-pandemic as well. Currently, all schools are struggling with attendance; this is not a strictly Blue Oak problem. Another proposal is to provide a 3 year rolling ADA system which would mean that if you are increasing your ADA, you wouldn't get funding for it until 3 years later. Susan's continued advocacy for charter schools is that lawmakers need to treat ADA as an education issue instead of a funding issue.

#### **4. SUSTAINABLE SCHOOL DESIGN TASK FORCE**

##### **4.1. Schoolwide Planning**

- Susan Domenighini presented a document of school calculations that depicts how many full Kindergarten classes would be required to double track each grade at our school. Susan will present the budget for what this may look like in the future at the next board meeting.
- One committee member reminded the audience that when we compare numbers like these to other Waldorf schools, we need to keep in mind we are one of the few Waldorf schools that is a Title I school so it is important to consider the type of support our students may need that other Waldorf schools may not need.
- It is important to look at the importance of building our Kindergarten and preschool programs because when a student starts their educational foundation with Blue Oak, it is more likely they will stay throughout the years. This is compared to students who transfer after having experience in a public school setting. Focusing on this is what helps us build our overall enrollment throughout the years. With this, it may be important to have the conversation more and more about the differences between our program from K-3 and other public schools programs to emphasize the importance of seeing our Waldorf education through. We do see students who are coming into middle school and students who leave for middle school, but Kinder is the best and main focus for attendance retention through the years.

##### **4.2. Preschool Planning**

- Preschool planning was discussed briefly during the State Finance Update. More information to come.

#### **5. NEXT MEETING - Tuesday, March 8th, 2022 at 4:15PM**

#### **6. ADJOURNMENT**

- Amber Brown adjourned the meeting at 5:22PM.

Minutes Taken By: Alexandra Archer

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

**CHARTER SCHOOL  
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM  
Second Interim Report Certification**

Charter School Name: Blue Oak Charter School  
(continued) \_\_\_\_\_  
CDS #: 461426119523  
Charter Approving Entity: Chico Unified School District  
County: Butte  
Charter #: 415  
Fiscal Year: 2021/22

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**CERTIFICATION OF FINANCIAL CONDITION**

- POSITIVE CERTIFICATION**  
As the Charter School Official, I certify that based upon current projections this charter will meet its financial obligations for the current fiscal year and subsequent two fiscal years.
- QUALIFIED CERTIFICATION**  
As the Charter School Official, I certify that based upon current projections this charter may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.
- NEGATIVE CERTIFICATION**  
As the Charter School Official, I certify that based upon current projections this charter will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.
- 

To the entity that approved the charter school:  
(  ) 2021/22 CHARTER SCHOOL SECOND INTERIM FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 47604.33.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Charter School Official  
(Original signature required)

Print  
Name: Susan Domenighini Title: Executive Director

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To the County Superintendent of Schools:  
(  ) 2021/22 CHARTER SCHOOL SECOND INTERIM FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 47604.33.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative of  
Charter Approving Entity  
(Original signature required)

Print  
Name: Charise Bromley Title: Director, Fiscal Services

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For additional information on the Second Interim Report, please contact:

<u>For Approving Entity:</u>	<u>For Charter School:</u>
<u>Charise Bromley</u> Name	<u>Susan Domenighini</u> Name
<u>Director, Fiscal Services</u> Title	<u>Executive Director</u> Title
<u>(530) 891-3000</u> Phone	<u>(530) 879-7483</u> Phone
<u>cbromley@chicousd.org</u> E-mail	<u>sdomenighini@blueoakcharterschool.c</u> E-mail

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This report has been verified for mathematical accuracy by the County Superintendent of Schools, pursuant to *Education Code* Section 47604.33.

\_\_\_\_\_  
Date

**CHARTER SCHOOL  
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM  
Second Interim Report - Detail**

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(continued) \_\_\_\_\_  
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County: Butte \_\_\_\_\_  
Charter #: 415 \_\_\_\_\_  
Fiscal Year: 2021/22 \_\_\_\_\_

This charter school uses the following basis of accounting:

- Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)  
 **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	1st Interim Budget			Actuals thru 1/31			2nd Interim Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>A. REVENUES</b>										
<b>1. LCFF Sources</b>										
State Aid - Current Year	8011	1,108,265.00	-	1,108,265.00	634,954.00	-	634,954.00	1,071,999.00	-	1,071,999.00
Education Protection Account State Aid - Current Year	8012	644,204.00	-	644,204.00	353,615.00	-	353,615.00	624,232.00	-	624,232.00
State Aid - Prior Years	8019	-	-	-	48,919.00	-	48,919.00	-	-	-
Transfers to Charter Schools in Lieu of Property Taxes	8096	657,932.00	-	657,932.00	352,031.00	-	352,031.00	637,535.00	-	637,535.00
Other LCFF Transfers	8091, 8097	-	-	-	-	-	-	-	-	-
Total, LCFF Sources		2,410,401.00	-	2,410,401.00	1,389,519.00	-	1,389,519.00	2,333,766.00	-	2,333,766.00
<b>2. Federal Revenues</b>										
Every Student Succeeds Act (Title I - V)	8290	-	88,161.00	88,161.00	-	73,199.00	73,199.00	-	88,243.00	88,243.00
Special Education - Federal	8181, 8182	-	31,504.00	31,504.00	-	-	-	-	30,527.00	30,527.00
Child Nutrition - Federal	8220	-	-	-	-	-	-	-	-	-
Donated Food Commodities	8221	-	-	-	-	-	-	-	-	-
Other Federal Revenues	8110, 8260-8299	530,937.00	415,696.00	946,633.00	530,937.00	151,316.00	682,253.00	530,937.00	415,460.00	946,397.00
Total, Federal Revenues		530,937.00	535,361.00	1,066,298.00	530,937.00	224,515.00	755,452.00	530,937.00	534,230.00	1,065,167.00
<b>3. Other State Revenues</b>										
Special Education - State	StateRevSE	-	173,076.00	173,076.00	-	110,629.00	110,629.00	-	167,685.00	167,685.00
All Other State Revenues	StateRevAO	46,130.56	534,968.53	581,099.09	89,039.93	106,689.58	195,729.51	46,130.21	500,492.63	546,622.84
Total, Other State Revenues		46,130.56	708,044.53	754,175.09	89,039.93	217,318.58	306,358.51	46,130.21	668,177.63	714,307.84
<b>4. Other Local Revenues</b>										
All Other Local Revenues	LocalRevAO	50,000.00	-	50,000.00	23,153.81	-	23,153.81	50,000.00	-	50,000.00
Total, Local Revenues		50,000.00	-	50,000.00	23,153.81	-	23,153.81	50,000.00	-	50,000.00
<b>5. TOTAL REVENUES</b>		<b>3,037,468.56</b>	<b>1,243,405.53</b>	<b>4,280,874.09</b>	<b>2,032,649.74</b>	<b>441,833.58</b>	<b>2,474,483.32</b>	<b>2,960,833.21</b>	<b>1,202,407.63</b>	<b>4,163,240.84</b>
<b>B. EXPENDITURES</b>										
<b>1. Certificated Salaries</b>										
Certificated Teachers' Salaries	1100	943,939.96	387,693.41	1,331,633.37	744,286.21	200,176.70	944,462.91	931,736.17	412,339.40	1,344,075.57
Certificated Pupil Support Salaries	1200	9,569.86	46,990.00	56,559.86	16,241.35	18,883.32	35,124.67	-	35,124.67	35,124.67
Certificated Supervisors' and Administrators' Salaries	1300	130,902.04	62,657.60	193,559.64	77,112.35	35,797.44	112,909.79	157,762.24	35,797.40	193,559.64
Other Certificated Salaries	1900	-	-	-	-	-	-	-	-	-
Total, Certificated Salaries		1,084,411.86	497,341.01	1,581,752.87	837,639.91	254,857.46	1,092,497.37	1,089,498.41	483,261.47	1,572,759.88
<b>2. Non-certificated Salaries</b>										
Non-certificated Instructional Aides' Salaries	2100	-	258,861.00	258,861.00	22,561.20	93,582.67	116,143.87	-	223,391.65	223,391.65
Non-certificated Support Salaries	2200	-	-	-	-	-	-	-	-	-
Non-certificated Supervisors' and Administrators' Sal.	2300	-	-	-	-	-	-	-	-	-
Clerical and Office Salaries	2400	160,342.09	-	160,342.09	82,151.35	-	82,151.35	150,244.10	-	150,244.10
Other Non-certificated Salaries	2900	114,774.29	-	114,774.29	72,382.12	-	72,382.12	118,724.85	-	118,724.85
Total, Non-certificated Salaries		275,116.38	258,861.00	533,977.38	177,094.67	93,582.67	270,677.34	268,968.95	223,391.65	492,360.60
<b>3. Employee Benefits</b>										
STRS	3101-3102	173,730.79	84,150.10	257,880.89	124,568.68	43,121.88	167,690.56	164,746.46	81,767.98	246,514.44
PERS	3201-3202	74,782.71	59,305.06	134,087.77	60,234.27	21,439.79	81,674.06	86,263.29	51,179.03	137,442.32
OASDI / Medicare / Alternative	3301-3302	39,332.13	27,014.31	66,346.44	29,936.73	10,854.51	40,791.24	41,970.48	24,096.76	66,067.24
Health and Welfare Benefits	3401-3402	102,684.92	13,000.00	115,684.92	68,925.67	-	68,925.67	107,384.00	13,000.00	120,384.00
Unemployment Insurance	3501-3502	18,395.10	-	18,395.10	6,504.57	-	6,504.57	7,258.88	-	7,258.88
Workers' Compensation Insurance	3601-3602	15,002.97	-	15,002.97	5,978.58	-	5,978.58	11,597.21	-	11,597.21
OPEB, Allocated	3701-3702	-	-	-	-	-	-	-	-	-
OPEB, Active Employees	3751-3752	-	-	-	-	-	-	-	-	-
Other Employee Benefits	3901-3902	1,137.87	-	1,137.87	1,456.99	-	1,456.99	1,456.99	-	1,456.99
Total, Employee Benefits		425,066.49	183,469.47	608,535.96	297,605.49	75,416.18	373,021.67	420,677.31	170,043.77	590,721.08
<b>4. Books and Supplies</b>										
Approved Textbooks and Core Curricula Materials	4100	6,000.00	-	6,000.00	3,338.44	-	3,338.44	6,000.00	-	6,000.00
Books and Other Reference Materials	4200	6,000.00	10,000.00	16,000.00	16,225.97	-	16,225.97	7,283.00	10,000.00	17,283.00
Materials and Supplies	4300	58,169.66	8,030.34	66,200.00	61,229.06	48.13	61,277.19	77,487.57	5,922.43	83,410.00
Noncapitalized Equipment	4400	5,000.00	-	5,000.00	7,366.00	-	7,366.00	7,366.00	-	7,366.00
Food	4700	-	-	-	-	-	-	-	-	-
Total, Books and Supplies		75,169.66	18,030.34	93,200.00	88,159.47	48.13	88,207.60	98,136.57	15,922.43	114,059.00
<b>5. Services and Other Operating Expenditures</b>										
Subagreements for Services	5100	26,510.00	107,370.00	133,880.00	41,863.12	81,661.14	123,524.26	27,510.00	220,754.00	248,264.00
Travel and Conferences	5200	5,000.00	-	5,000.00	1,688.13	-	1,688.13	5,000.00	-	5,000.00
Dues and Memberships	5300	3,885.00	-	3,885.00	5,035.00	-	5,035.00	5,225.00	-	5,225.00
Insurance	5400	46,060.00	-	46,060.00	24,809.97	-	24,809.97	46,060.00	-	46,060.00
Operations and Housekeeping Services	5500	82,000.00	-	82,000.00	54,554.57	-	54,554.57	82,000.00	-	82,000.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	327,670.55	280,507.58	608,178.13	350,454.79	5,820.58	356,275.37	336,031.99	271,992.33	608,024.32
Transfers of Direct Costs	5700-5799	-	-	-	-	-	-	-	-	-
Professional/Consulting Services and Operating Expend.	5800	225,086.78	-	225,086.78	133,158.72	-	133,158.72	240,477.93	-	240,477.93
Communications	5900	13,600.00	-	13,600.00	3,451.48	-	3,451.48	13,600.00	-	13,600.00
Total, Services and Other Operating Expenditures		729,812.33	387,877.58	1,117,689.91	615,015.78	87,481.72	702,497.50	755,904.92	492,746.33	1,248,651.25



<b>6. Capital Outlay (Objects 6100-6170, 6200-6500 for modified accrual basis only)</b>										
Land and Land Improvements	6100-6170	-	-	-	-	-	-	-	-	-
Buildings and Improvements of Buildings	6200	-	-	-	-	-	-	-	-	-
Books and Media for New School Libraries or Major										
Expansion of School Libraries	6300	-	-	-	-	-	-	-	-	-
Equipment	6400	-	-	-	-	-	-	-	-	-
Equipment Replacement	6500	-	-	-	-	-	-	-	-	-
Depreciation Expense (for accrual basis only)	6900	19,426.15	-	19,426.15	11,332.09	-	11,332.09	19,426.26	-	19,426.26
Total, Capital Outlay		19,426.15	-	19,426.15	11,332.09	-	11,332.09	19,426.26	-	19,426.26
<b>7. Other Outgo</b>										
Tuition to Other Schools	7110-7143	-	-	-	-	-	-	-	-	-
Transfers of Pass-through Revenues to Other LEAs	7211-7213	-	-	-	-	-	-	-	-	-
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	-	-	-	-	-	-	-	-	-
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	-	-	-	-	-	-	-	-	-
All Other Transfers	7281-7299	-	-	-	-	-	-	-	-	-
Transfers of Indirect Costs	7300-7399	-	-	-	-	-	-	-	-	-
Debt Service:										
Interest	7438	(5,334.00)	-	(5,334.00)	(5,333.86)	-	(5,333.86)	(5,333.86)	-	(5,333.86)
Principal (for modified accrual basis only)	7439	-	-	-	-	-	-	-	-	-
Total, Other Outgo		(5,334.00)	-	(5,334.00)	(5,333.86)	-	(5,333.86)	(5,333.86)	-	(5,333.86)
<b>8. TOTAL EXPENDITURES</b>										
		2,603,668.87	1,345,579.40	3,949,248.27	2,021,513.55	511,386.16	2,532,899.71	2,647,278.56	1,385,365.65	4,032,644.21
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>										
		433,799.69	(102,173.87)	331,625.82	11,136.19	(69,552.58)	(58,416.39)	313,554.65	(182,958.02)	130,596.63
<b>D. OTHER FINANCING SOURCES / USES</b>										
1. Other Sources	8930-8979	-	-	-	-	-	-	-	-	-
2. Less: Other Uses	7630-7699	-	-	-	-	-	-	-	-	-
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(102,173.87)	102,173.87	-	-	-	-	(182,958.02)	182,958.02	-
4. TOTAL OTHER FINANCING SOURCES / USES		(102,173.87)	102,173.87	-	-	-	-	(182,958.02)	182,958.02	-
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>										
		331,625.82	0.00	331,625.82	11,136.19	(69,552.58)	(58,416.39)	130,596.63	(0.00)	130,596.63
<b>F. FUND BALANCE, RESERVES</b>										
<b>1. Beginning Fund Balance</b>										
a. As of July 1	9791	1,150,984.23	-	1,150,984.23	1,150,984.23	-	1,150,984.23	1,150,984.23	-	1,150,984.23
b. Adjustments to Beginning Balance	9793, 9795	(530,938.23)	-	(530,938.23)	(530,938.23)	-	(530,938.23)	(530,938.23)	-	(530,938.23)
c. Adjusted Beginning Balance		620,046.00	-	620,046.00	620,046.00	-	620,046.00	620,046.00	-	620,046.00
2. Ending Fund Balance, June 30 (E + F.1.c.)		951,671.82	0.00	951,671.82	631,182.19	(69,552.58)	561,629.61	750,642.63	(0.00)	750,642.63
<b>Components of Ending Fund Balance :</b>										
<b>a. Nonspendable</b>										
Revolving Cash (equals object 9130)	9711	-	-	-	-	-	-	-	-	-
Stores (equals object 9320)	9712	-	-	-	-	-	-	-	-	-
Prepaid Expenditures (equals object 9330)	9713	-	-	-	-	-	-	-	-	-
All Others	9719	-	-	-	-	-	-	-	-	-
<b>b. Restricted</b>										
9740		-	-	-	-	-	-	-	-	-
<b>c. Committed</b>										
Stabilization Arrangements	9750	-	-	-	-	-	-	-	-	-
Other Commitments	9760	-	-	-	-	-	-	-	-	-
<b>d. Assigned</b>										
Other Assignments	9780	-	-	-	-	-	-	-	-	-
<b>e. Unassigned/Unappropriated</b>										
Reserve for Economic Uncertainties	9789	130,183.00	-	130,183.00	101,316.00	-	101,316.00	161,306.00	-	161,306.00
Unassigned/Unappropriated Amount	9790	821,488.82	-	821,488.82	529,866.19	(69,552.58)	460,313.61	589,336.63	(0.00)	589,336.63

**CHARTER SCHOOL  
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM  
Second Interim Report - Summary**

Charter School Name: Blue Oak Charter School  
(continued)  
CDS #: 461426119523  
Charter Approving Entity: Chico Unified School District  
County: Butte  
Charter #: 415  
Fiscal Year: 2021/22

Description	Object Code	1st Interim Budget (X)	Actuals thru 1/31 (Y)	2nd Interim Budget (Z)	2nd Interim vs. 1st Interim Increase, (Decrease)	
					\$ Difference (Z) vs. (X)	% Change (Z) vs. (X)
<b>A. REVENUES</b>						
1. LCFF/Revenue Limit Sources						
State Aid - Current Year	8011	1,108,265.00	634,954.00	1,071,999.00	(36,266.00)	-3.27%
Education Protection Account State Aid - Current Year	8012	644,204.00	353,615.00	624,232.00	(19,972.00)	-3.10%
State Aid - Prior Years	8019	-	48,919.00	-	-	
Transfers to Charter Schools Funding in Lieu of Property Taxes	8096	657,932.00	352,031.00	637,535.00	(20,397.00)	-3.10%
Other LCFF Transfers	8091, 8097	-	-	-	-	
Total, LCFF Sources		2,410,401.00	1,389,519.00	2,333,766.00	(76,635.00)	-3.18%
2. Federal Revenues						
Every Student Succeeds Act (Title I-V)	8290	88,161.00	73,199.00	88,243.00	82.00	0.09%
Special Education - Federal	8181, 8182	31,504.00	-	30,527.00	(977.00)	-3.10%
Child Nutrition - Federal	8220	-	-	-	-	
Donated Food Commodities	8221	-	-	-	-	
Other Federal Revenues	8110, 8260-8299	946,633.00	682,253.00	946,397.00	(236.00)	-0.02%
Total, Federal Revenues		1,066,298.00	755,452.00	1,065,167.00	(1,131.00)	-0.11%
3. Other State Revenues						
Special Education - State	StateRevSE	173,076.00	110,629.00	167,685.00	(5,391.00)	-3.11%
All Other State Revenues	StateRevAO	581,099.09	195,729.51	546,622.84	(34,476.25)	-5.93%
Total, Other State Revenues		754,175.09	306,358.51	714,307.84	(39,867.25)	-5.29%
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	50,000.00	23,153.81	50,000.00	-	0.00%
Total, Local Revenues		50,000.00	23,153.81	50,000.00	-	0.00%
5. TOTAL REVENUES		4,280,874.09	2,474,483.32	4,163,240.84	(117,633.25)	-2.75%
<b>B. EXPENDITURES</b>						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	1,331,633.37	944,462.91	1,344,075.57	12,442.20	0.93%
Certificated Pupil Support Salaries	1200	56,559.86	35,124.67	35,124.67	(21,435.19)	-37.90%
Certificated Supervisors' and Administrators' Salaries	1300	193,559.64	112,909.79	193,559.64	-	0.00%
Other Certificated Salaries	1900	-	-	-	-	
Total, Certificated Salaries		1,581,752.87	1,092,497.37	1,572,759.88	(8,992.99)	-0.57%
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	258,861.00	116,143.87	223,391.65	(35,469.35)	-13.70%
Non-certificated Support Salaries	2200	-	-	-	-	
Non-certificated Supervisors' and Administrators' Sal. Clerical and Office Salaries	2300	-	-	-	-	
Other Non-certificated Salaries	2400	160,342.09	82,151.35	150,244.10	(10,097.99)	-6.30%
Other Non-certificated Salaries	2900	114,774.29	72,382.12	118,724.85	3,950.56	3.44%
Total, Non-certificated Salaries		533,977.38	270,677.34	492,360.60	(41,616.78)	-7.79%
3. Employee Benefits						
STRS	3101-3102	257,880.89	167,690.56	246,514.44	(11,366.45)	-4.41%
PERS	3201-3202	134,087.77	81,674.06	137,442.32	3,354.55	2.50%
OASDI / Medicare / Alternative	3301-3302	66,346.44	40,791.24	66,067.24	(279.20)	-0.42%
Health and Welfare Benefits	3401-3402	115,684.92	68,925.67	120,384.00	4,699.08	4.06%
Unemployment Insurance	3501-3502	18,395.10	6,504.57	7,258.88	(11,136.22)	-60.54%
Workers' Compensation Insurance	3601-3602	15,002.97	5,978.58	11,597.21	(3,405.76)	-22.70%
OPEB, Allocated	3701-3702	-	-	-	-	
OPEB, Active Employees	3751-3752	-	-	-	-	
Other Employee Benefits	3901-3902	1,137.87	1,456.99	1,456.99	319.12	28.05%
Total, Employee Benefits		608,535.96	373,021.67	590,721.08	(17,814.88)	-2.93%

<b>4. Books and Supplies</b>						
Approved Textbooks and Core Curricula Materials	4100	6,000.00	3,338.44	6,000.00	-	0.00%
Books and Other Reference Materials	4200	16,000.00	16,225.97	17,283.00	1,283.00	8.02%
Materials and Supplies	4300	66,200.00	61,277.19	83,410.00	17,210.00	26.00%
Noncapitalized Equipment	4400	5,000.00	7,366.00	7,366.00	2,366.00	47.32%
Food	4700	-	-	-	-	-
Total, Books and Supplies		93,200.00	88,207.60	114,059.00	20,859.00	22.38%
<b>5. Services and Other Operating Expenditures</b>						
Subagreements for Services	5100	133,880.00	123,524.26	248,264.00	114,384.00	85.44%
Travel and Conferences	5200	5,000.00	1,688.13	5,000.00	-	0.00%
Dues and Memberships	5300	3,885.00	5,035.00	5,225.00	1,340.00	34.49%
Insurance	5400	46,060.00	24,809.97	46,060.00	-	0.00%
Operations and Housekeeping Services	5500	82,000.00	54,554.57	82,000.00	-	0.00%
Rentals, Leases, Repairs, and Noncap. Improvements	5600	608,178.13	356,275.37	608,024.32	(153.81)	-0.03%
Transfers of Direct Costs	5700-5799	-	-	-	-	-
Professional/Consulting Services and Operating Expend.	5800	225,086.78	133,158.72	240,477.93	15,391.15	6.84%
Communications	5900	13,600.00	3,451.48	13,600.00	-	0.00%
Total, Services and Other Operating Expenditures		1,117,689.91	702,497.50	1,248,651.25	130,961.34	11.72%
<b>6. Capital Outlay (Objects 6100-6170, 6200-6500 modified accrual basis only)</b>						
Land and Land Improvements	6100-6170	-	-	-	-	-
Buildings and Improvements of Buildings	6200	-	-	-	-	-
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	-	-	-	-	-
Equipment	6400	-	-	-	-	-
Equipment Replacement	6500	-	-	-	-	-
Depreciation Expense (for accrual basis only)	6900	19,426.15	11,332.09	19,426.26	0.11	0.00%
Total, Capital Outlay		19,426.15	11,332.09	19,426.26	0.11	0.00%
<b>7. Other Outgo</b>						
Tuition to Other Schools	7110-7143	-	-	-	-	-
Transfers of Pass-through Revenues to Other LEAs	7211-7213	-	-	-	-	-
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	-	-	-	-	-
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	-	-	-	-	-
All Other Transfers	7281-7299	-	-	-	-	-
Transfers of Indirect Costs	7300-7399	-	-	-	-	-
Debt Service:						
Interest	7438	(5,334.00)	(5,333.86)	(5,333.86)	0.14	0.00%
Principal (for modified accrual basis only)	7439	-	-	-	-	-
Total, Other Outgo		(5,334.00)	(5,333.86)	(5,333.86)	0.14	0.00%
<b>8. TOTAL EXPENDITURES</b>		3,949,248.27	2,532,899.71	4,032,644.21	83,395.94	2.11%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		331,625.82	(58,416.39)	130,596.63	(201,029.19)	-60.62%
<b>D. OTHER FINANCING SOURCES / USES</b>						
1. Other Sources	8930-8979	-	-	-	-	-
2. Less: Other Uses	7630-7699	-	-	-	-	-
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	-	-	-	-	-
4. TOTAL OTHER FINANCING SOURCES / USES		-	-	-	-	-
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		331,625.82	(58,416.39)	130,596.63	(201,029.19)	-60.62%
<b>F. FUND BALANCE, RESERVES</b>						
1. Beginning Fund Balance						
a. As of July 1	9791	1,150,984.23	1,150,984.23	1,150,984.23	-	0.00%
b. Adjustments/Restatements	9793, 9795	(530,938.23)	(530,938.23)	(530,938.23)	-	0.00%
c. Adjusted Beginning Fund Balance		620,046.00	620,046.00	620,046.00		
2. Ending Fund Balance, June 30 (E + F.1.c.)		951,671.82	561,629.61	750,642.63		
Components of Ending Fund Balance :						
a. Nonspendable						
Revolving Cash (equals object 9130)	9711	-	-	-	-	-
Stores (equals object 9320)	9712	-	-	-	-	-
Prepaid Expenditures (equals object 9330)	9713	-	-	-	-	-
All Others	9719	-	-	-	-	-
b. Restricted	9740	-	-	-	-	-
c. Committed						
Stabilization Arrangements	9750	-	-	-	-	-
Other Commitments	9760	-	-	-	-	-
d. Assigned						
Other Assignments	9780	-	-	-	-	-
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	130,183.00	101,316.00	161,306.00	31,123.00	23.91%
Unassigned/Unappropriated Amount	9790	821,488.82	460,313.61	589,336.63	(232,152.19)	-28.26%

**CHARTER SCHOOL  
MULTI-YEAR PROJECTION - ALTERNATIVE FORM  
Second Interim Report - MYP**

Charter School Name: Blue Oak Charter School  
 (continued) \_\_\_\_\_  
 CDS #: 461426119523  
 Charter Approving Entity: Chico Unified School District  
 County: Butte  
 Charter #: 415  
 Fiscal Year: 2021/22

This charter school uses the following basis of accounting:

- Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)  
 **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	FY 2021/22			Totals for 2022/23	Totals for 2023/24
		Unrestricted	Restricted	Total		
<b>A. REVENUES</b>						
1. LCFF Sources						
State Aid - Current Year	8011	1,071,999.00	0.00	1,071,999.00	1,338,523.00	1,440,912.00
Education Protection Account State Aid - Current Year	8012	624,232.00	0.00	624,232.00	696,782.00	696,782.00
State Aid - Prior Years	8019	0.00	0.00	0.00	0.00	0.00
Transfers of Charter Schools in Lieu of Property Taxes	8096	637,535.00	0.00	637,535.00	711,630.00	711,630.00
Other LCFF Transfers	8091, 8097	0.00	0.00	0.00	0.00	0.00
Total, LCFF Sources		2,333,766.00	0.00	2,333,766.00	2,746,935.00	2,849,324.00
2. Federal Revenues						
Every Student Succeeds Act (Title I - V)	8290	0.00	88,243.00	88,243.00	96,238.00	96,238.00
Special Education - Federal	8181, 8182	0.00	30,527.00	30,527.00	34,075.00	34,075.00
Child Nutrition - Federal	8220	0.00	0.00	0.00	0.00	0.00
Donated Food Commodities	8221	0.00	0.00	0.00	0.00	0.00
Other Federal Revenues	8110, 8260-8299	530,937.00	415,460.00	946,397.00	300,000.00	264,125.00
Total, Federal Revenues		530,937.00	534,230.00	1,065,167.00	430,313.00	394,438.00
3. Other State Revenues						
Special Education - State	StateRevSE	0.00	167,685.00	167,685.00	187,174.00	187,174.00
All Other State Revenues	StateRevAO	46,130.21	500,492.63	546,622.84	369,917.00	370,406.00
Total, Other State Revenues		46,130.21	668,177.63	714,307.84	557,091.00	557,580.00
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	50,000.00	0.00	50,000.00	50,000.00	50,000.00
Total, Local Revenues		50,000.00	0.00	50,000.00	50,000.00	50,000.00
5. TOTAL REVENUES						
		2,960,833.21	1,202,407.63	4,163,240.84	3,784,339.00	3,851,342.00
<b>B. EXPENDITURES</b>						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	931,736.17	412,339.40	1,344,075.57	1,275,043.00	1,300,544.00
Certificated Pupil Support Salaries	1200	0.00	35,124.67	35,124.67	0.00	0.00
Certificated Supervisors' and Administrators' Salaries	1300	157,762.24	35,797.40	193,559.64	197,431.00	201,379.00
Other Certificated Salaries	1900	0.00	0.00	0.00	0.00	0.00
Total, Certificated Salaries		1,089,498.41	483,261.47	1,572,759.88	1,472,474.00	1,501,923.00
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	0.00	223,391.65	223,391.65	175,564.00	179,075.00
Non-certificated Support Salaries	2200	0.00	0.00	0.00	0.00	0.00
Non-certificated Supervisors' and Administrators' Sal.	2300	0.00	0.00	0.00	0.00	0.00
Clerical and Office Salaries	2400	150,244.10	0.00	150,244.10	167,731.00	171,085.00
Other Non-certificated Salaries	2900	118,724.85	0.00	118,724.85	110,246.00	112,451.00
Total, Non-certificated Salaries		268,968.95	223,391.65	492,360.60	453,541.00	462,611.00

Description	Object Code	FY 2021/22			Totals for 2022/23	Totals for 2023/24
		Unrestricted	Restricted	Total		
<b>3. Employee Benefits</b>						
STRS	3101-3102	164,746.46	81,767.98	246,514.44	281,243.00	286,867.00
PERS	3201-3202	86,263.29	51,179.03	137,442.32	118,374.00	125,368.00
OASDI / Medicare / Alternative	3301-3302	41,970.48	24,096.76	66,067.24	56,047.00	57,168.00
Health and Welfare Benefits	3401-3402	107,384.00	13,000.00	120,384.00	119,340.00	121,727.00
Unemployment Insurance	3501-3502	7,258.88	0.00	7,258.88	1,362.00	1,363.00
Workers' Compensation Insurance	3601-3602	11,597.21	0.00	11,597.21	15,408.00	15,716.00
OPEB, Allocated	3701-3702	0.00	0.00	0.00	0.00	0.00
OPEB, Active Employees	3751-3752	0.00	0.00	0.00	0.00	0.00
Other Employee Benefits	3901-3902	1,456.99	0.00	1,456.99	0.00	0.00
Total, Employee Benefits		420,677.31	170,043.77	590,721.08	591,774.00	608,209.00
<b>4. Books and Supplies</b>						
Approved Textbooks and Core Curricula Materials	4100	6,000.00	0.00	6,000.00	6,831.00	6,968.00
Books and Other Reference Materials	4200	7,283.00	10,000.00	17,283.00	19,677.00	20,071.00
Materials and Supplies	4300	77,487.57	5,922.43	83,410.00	68,751.00	70,126.00
Noncapitalized Equipment	4400	7,366.00	0.00	7,366.00	5,000.00	5,100.00
Food	4700	0.00	0.00	0.00	0.00	0.00
Total, Books and Supplies		98,136.57	15,922.43	114,059.00	100,259.00	102,265.00
<b>5. Services and Other Operating Expenditures</b>						
Subagreements for Services	5100	27,510.00	220,754.00	248,264.00	150,564.00	153,575.00
Travel and Conferences	5200	5,000.00	0.00	5,000.00	5,100.00	5,202.00
Dues and Memberships	5300	5,225.00	0.00	5,225.00	5,330.00	5,436.00
Insurance	5400	46,060.00	0.00	46,060.00	46,981.00	47,921.00
Operations and Housekeeping Services	5500	82,000.00	0.00	82,000.00	83,640.00	85,313.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	336,031.99	271,992.33	608,024.32	608,457.00	608,898.00
Transfers of Direct Costs	5700-5799	0.00	0.00	0.00	0.00	0.00
Professional/Consulting Services and Operating Expend.	5800	240,477.93	0.00	240,477.93	223,006.00	227,941.00
Communications	5900	13,600.00	0.00	13,600.00	13,872.00	14,149.00
Total, Services and Other Operating Expenditures		755,904.92	492,746.33	1,248,651.25	1,136,950.00	1,148,435.00
<b>6. Capital Outlay (Obj. 6100-6170, 6200-6500 for mod. accr. basis only)</b>						
Land and Land Improvements	6100-6170	0.00	0.00	0.00	0.00	0.00
Buildings and Improvements of Buildings	6200	0.00	0.00	0.00	0.00	0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0.00	0.00	0.00	0.00	0.00
Equipment	6400	0.00	0.00	0.00	0.00	0.00
Equipment Replacement	6500	0.00	0.00	0.00	0.00	0.00
Depreciation Expense (for accrual basis only)	6900	19,426.26	0.00	19,426.26	19,426.00	0.00
Total, Capital Outlay		19,426.26	0.00	19,426.26	19,426.00	0.00
<b>7. Other Outgo</b>						
Tuition to Other Schools	7110-7143	0.00	0.00	0.00	0.00	0.00
Transfers of Pass-through Revenues to Other LEAs	7211-7213	0.00	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0.00	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00	0.00	0.00
All Other Transfers	7280-7299	0.00	0.00	0.00	0.00	0.00
Transfers of Indirect Costs	7300-7399	0.00	0.00	0.00	0.00	0.00
Debt Service:						
Interest	7438	(5,333.86)	0.00	(5,333.86)	0.00	0.00
Principal (for modified accrual basis only)	7439	0.00	0.00	0.00	0.00	0.00
Total, Other Outgo		(5,333.86)	0.00	(5,333.86)	0.00	0.00
<b>8. TOTAL EXPENDITURES</b>		2,647,278.56	1,385,365.65	4,032,644.21	3,774,424.00	3,823,443.00
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		313,554.65	(182,958.02)	130,596.63	9,915.00	27,899.00

Description	Object Code	FY 2021/22			Totals for 2022/23	Totals for 2023/24
		Unrestricted	Restricted	Total		
<b>D. OTHER FINANCING SOURCES / USES</b>						
1. Other Sources	8930-8979	0.00	0.00	0.00	0.00	0.00
2. Less: Other Uses	7630-7699	0.00	0.00	0.00	0.00	0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(182,958.02)	182,958.02	0.00	0.00	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		(182,958.02)	182,958.02	0.00	0.00	0.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		130,596.63	(0.00)	130,596.63	9,915.00	27,899.00
<b>F. FUND BALANCE, RESERVES</b>						
1. Beginning Fund Balance						
a. As of July 1	9791	1,150,984.23	0.00	1,150,984.23	750,642.63	760,557.63
b. Adjustments/Restatements	9793, 9795	(530,938.23)	0.00	(530,938.23)	0.00	0.00
c. Adjusted Beginning Balance		620,046.00	0.00	620,046.00	750,642.63	760,557.63
2. Ending Fund Balance, June 30 (E + F.1.c.)		750,642.63	(0.00)	750,642.63	760,557.63	788,456.63
Components of Ending Fund Balance:						
a. Nonspendable						
Revolving Cash (equals object 9130)	9711	0.00	0.00	0.00	0.00	0.00
Stores (equals object 9320)	9712	0.00	0.00	0.00	0.00	0.00
Prepaid Expenditures (equals object 9330)	9713	0.00	0.00	0.00	0.00	0.00
All Others	9719	0.00	0.00	0.00	0.00	0.00
b. Restricted	9740		0.00	0.00	0.00	0.00
c. Committed						
Stabilization Arrangements	9750	0.00	0.00	0.00	0.00	0.00
Other Commitments	9760	0.00	0.00	0.00	0.00	0.00
d. Assigned						
Other Assignments	9780	0.00	0.00	0.00	0.00	0.00
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	161,306.00	0.00	161,306.00	188,721.00	191,172.00
Unassigned/Unappropriated Amount	9790	589,336.63	(0.00)	589,336.63	571,836.63	597,284.63



**AT&T DEDICATED ETHERNET (ILEC STATE EXCHANGE)  
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM SERVICE PUBLICATION RATES AND TERMS**

AT&T MA Reference No.  
AT&T Contract ID No. ADEHIOELCB

<b>Customer</b>	<b>AT&amp;T</b>
Blue Oak Charter Street Address: 450 W East Ave City: Chico State/Province: CA Zip Code: 95926 Country: USA	The applicable AT&T Service-Providing Affiliate(s)
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Susan Domenighini Title: Executive Director Street Address: 450 W East Ave City: Chico State/Province: CA Zip Code: 95926 Country: USA Telephone: 5308797483 Fax: Email: sdomenighini@blueoakcharterschool.org Customer Account Number or Master Account Number:	Name: Lee Beringsmith Street Address: 421 F Street City: Marysville State/Province: CA Zip Code: 95901 Country: USA Telephone: 9165597001 Fax: Email: lb5439@att.com Sales/Branch Manager: Mike Hourihan SCVP Name: Don Wollweber Sales Strata: SLED Sales Region: West <b><u>With a copy (for Notices) to:</u></b> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%) or less** of the total traffic on any Service. Internet and International traffic are always considered interstate. The nature of the traffic, not merely the physical endpoints of the facility, determines whether the Port is Interstate or Intrastate.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on Customer's bill for intrastate Services. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

If Customer is purchasing new Service hereunder, Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

<b>Customer (by its authorized representative)</b>	<b>AT&amp;T (by its authorized representative)</b>
By:	By:
Printed or Typed Name: Susan Domenighini	Printed or Typed Name:
Title: Executive Director	Title:
Date:	Date:



AT&T DEDICATED ETHERNET (ILEC STATE EXCHANGE)  
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM SERVICE PUBLICATION RATES AND TERMS

For AT&T internal use only:	Contract Ordering and Billing Number (CNUM):
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WK# - TCAL and ILEC - Intrastate-TBD Please sign by 12/26/2022	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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**AT&T DEDICATED ETHERNET (ILEC State Exchange)  
Pricing Schedule Provided Pursuant to Custom Terms**

**1. SERVICE, SERVICE PROVIDER and SERVICE PUBLICATION**

<b>Service</b>	AT&T Dedicated Ethernet	
<b>Service Provider</b>	<b>Service Publication (incorporated by reference)</b>	<b>Service Publication Location (URL)</b>
AT&T California	AT&T California Service Publications, including Other Services Tariff, Section D12	<a href="https://cpr.att.com/pdf/ca/ca.htm">https://cpr.att.com/pdf/ca/ca.htm</a>

**1.2. Inside Wiring**

<b>Service</b>	AT&T Inside Wiring	
<b>Service Provider</b>	<b>Service Publication</b>	<b>Service Publication Location</b>
Same as the AT&T Service Provider for the AT&T Dedicated Ethernet Service	AT&T Inside Wiring Service Guide	<a href="https://cpr.att.com/pdf/publications/Inside_Wiring_Service_Guide_Attachment.pdf">https://cpr.att.com/pdf/publications/Inside_Wiring_Service_Guide_Attachment.pdf</a>

**1.3. Entrance Facility Construction**

<b>Service</b>	AT&T Entrance Facility Construction	
<b>Service Provider</b>	<b>Service Publication</b>	<b>Service Publication Location</b>
Same as the AT&T Service Provider for the AT&T Dedicated Ethernet Service	AT&T Entrance Facility Construction Attachment	<a href="https://cpr.att.com/pdf/service_publications/ADE_EFC_Attachment.pdf">https://cpr.att.com/pdf/service_publications/ADE_EFC_Attachment.pdf</a>

**2. PRICING SCHEDULE TERM, EFFECTIVE DATES**

<b>Pricing Schedule Term</b>	36 months
<b>Start Date of Minimum Payment Period, per Service Component</b>	Later of the Effective Date or installation of the Service Component
<b>Rate Stabilization per Service Component</b>	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
<b>Pricing Schedule Term Extension Option</b>	Customer may extend the Pricing Schedule Term for one or two 12 month periods (each, an "Extension Period") upon written notice to AT&T at least forty-five (45) days prior to the expiration of the original Pricing Schedule Term (or of the first Extension Period, if applicable). In such a case, the Minimum Payment Period for each Service Component in service at the expiration of the original Pricing Schedule Term (and of the first Extension Period, if the second Extension Period is exercised) shall be extended for 12 months for each Extension Period exercised.

UA Required ROME OPPY:1-HIOELCB SR#:60903 Ttp1621 03/04/22 RLR:1202820.1.0	<b>AT&amp;T and Customer Confidential Information</b> Page 3 of 5	[ade_ICB_ps_intrastate_CA] PS V10.06.21
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WK# - TCAL and ILEC - Intrastate-TBD  Please sign by 12/26/2022	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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**AT&T DEDICATED ETHERNET (ILEC State Exchange)  
Pricing Schedule Provided Pursuant to Custom Terms**

**3. MINIMUM PAYMENT PERIOD**

Service Components	Percentage of Monthly Recurring Charges Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
All quantities of Service Components listed in Section 5	50% plus any unpaid or waived non-recurring charges	Until end of Pricing Schedule Term

**4. ADDS; MOVES; and UPGRADES**

**4.1. Adds**

Orders for Service Components (other than CIR/CoS) in excess of quantities listed in Section A-1.1. of Attachment A ("Adds") are not permitted.

**4.2. Moves**

Per applicable Service Publication

**4.3. Upgrades**

**4.3.1. Upgrades to a Higher Speed**

Customers may upgrade their CIR to a higher speed without incurring Termination Charges, if such increases do not require physical changes to AT&T's equipment or connections at Customer Site(s). In addition, customers may upgrade their Class of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

**4.3.2. Pricing for Service Reconfiguration - Increase in CIR or CoS\***

Service Components	Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Class of Service (CoS) specified in Attachment A	As specified in Attachment A
*only increases which do not require physical changes to AT&T's equipment or connections at Customer Site(s)	

WK# - TCAL and ILEC - Intrastate-TBD  Please sign by 12/26/2022	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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**AT&T DEDICATED ETHERNET (ILEC State Exchange)  
Pricing Schedule Provided Pursuant to Custom Terms**

**ATTACHMENT A – CALIFORNIA  
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION  
BLUE OAK CHARTER**

**A-1. RATES AND CHARGES; QUANTITIES; SITE CONFIGURATION**

Applicable to all rate tables in this Pricing Schedule:

- The applicable USOC is the last five (5) characters of the code displayed for each Service Component – the remaining characters are for internal AT&T use only.
- In the event any total amounts conflict with any per-unit rates in the tables below, the per-unit rates shall control.
- Charges for special construction, if needed, may also apply.

**A-1.1. New Service**

This Pricing Schedule is Customer's order for any new Services shown in the table(s) below.

For each location where collocation is identified per the table(s) below, cross connect charges will apply under the applicable tariffs or other service publications.

<b>Circuit Item #1</b>				
<b>Location A:</b> 450 W East AVE, Chico, CA Port Connection Speed: 1 GE Native Ethernet Collocation (Cross Connects apply): No Optional Diversity Features: N/A		<b>Location Z:</b> 1859 Bird, Orville, CA Port Connection Speed: 1 GE Native Ethernet Collocation (Cross Connects apply): No Optional Diversity Features: N/A		
<b>Circuit Level Options:</b> Port Protection Plus: N/A Inter-Wire Center Diversity: N/A				
Service Components / USOC	Quantity New	MRC, per unit	Total MRC (Qty x MRC)	NRC, per unit (New Service Components only)
Port Connection - 1 GE Native Ethernet	2	\$327.78	\$655.56	\$0.00
Customer Conn Charge - 1 GE Native Ethernet	2	\$0.00	\$0.00	\$0.00
Design CO Charge - 1 GE Native Ethernet	1	\$0.00	\$0.00	\$0.00
Admin Charge - 1 GE Native Ethernet	1	\$0.00	\$0.00	\$0.00
<b>TOTAL MRC for Service Components and Quantities listed above:</b>			<b>\$655.56</b>	

End of Document



## E-Rate Rider

### ATTACHMENT TO AT&T Dedicated Ethernet ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO E-rate FUNDING

This Attachment ("Attachment") is entered into by **Pacific Bell** [Insert name of AT&T affiliate] (AT&T) and Blue Oak Charter (Customer) and is effective as of the date last signed below (Effective Date). It is an attachment to the Agreement and has the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment control.

#### TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer intends to seek funding through the E-rate program for Services purchased under the Agreement. E-rate is administered by the Universal Service Fund Administrative Company (USAC). The Federal Communications Commission (FCC) has promulgated regulations that govern the participation in the E-rate program. The Parties agree:

1. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-rate funding is solely determined by USAC and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
2. Service Substitutions. USAC funding commitments are based upon the products, services and locations set forth in the Form 471. Any modification to the products and services or the locations at which they are to be installed or provided requires Customer to file a service substitution with USAC. AT&T may suspend Service substitution activities pending approval of service substitution requests.
3. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-rate-related materials (including all attachments): (i) Form 471 and Bulk Upload template(s); (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer will clearly delineate between eligible and non-eligible Services on those orders.
4. Indemnities. Each party agrees it has and will comply with all laws and requirements applicable to the E-rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each party agrees to indemnify and hold harmless the other party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party, FCC or USAC claims and related loss, liability, damage, and expense (including reasonable attorney's fees) arising out of the indemnifying party's violation of the E-rate rules or breach of the terms of this Attachment.
5. Non-Appropriations. By executing the Agreement, Customer confirms that it has funds appropriated and available to pay all amounts due for E-rate supported Services through the end of its current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith a revised agreement with AT&T to develop revised services and terms to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement term. This section 5 applies to Customer funding appropriations, and does not allow for termination if E-rate funding is denied or delayed.

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## E-Rate Rider

### 6. Customer Must Choose A or B

#### A.) [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF E-RATE FUNDING HAS NOT BEEN APPROVED BY USAC. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR DELAYED.

(i). Scope: *Customer desires that Services commence on or about July 1 unless a different date is inserted here*. AT&T will make reasonable efforts to meet the requested date, but AT&T does not commit to commence Service by the requested date. The term of the Services begins on the Start Date of Minimum Payment Period as provided in the applicable Pricing Schedule, or if there is no Pricing Schedule then as may be stated in the applicable Order document.

(ii). Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

#### B.) [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES OR EQUIPMENT IS DENIED, THE AGREEMENT WILL TERMINATE AS TO THOSE SERVICES OR EQUIPMENT UNLESS A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

(i). Scope: Customer agrees to use best efforts to obtain funding from USAC. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections, a verification of Form 486 approval by USAC. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation. The Services term begins on installation and delivery of those services, and will continue for the term stated in the Agreement.

(ii). Funding Denial Agreement Termination: if a funding request is denied by USAC, the Agreement, with respect to such Service(s) and/or equipment, will terminate sixty (60) days from the date of the FCDL in which E-rate funding is denied or on the 30<sup>th</sup> day following rejection of the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement. This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC after commencement of Service.

(iii). IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM USAC, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE.

### 7. AT&T Owned Equipment - General Terms and Conditions

If the Services require placing Equipment (e.g. routers, switches) on the Customer's premises (the "Premises") Customer does not wish to provide this Equipment itself, but instead requests the placement of the Equipment as part of the installation of the underlying Service. Neither the Agreement nor this Attachment includes an option to purchase the Equipment. Customer will not use the Equipment for any purpose other than receipt of the eligible Service of which it is a part.

A. Accordingly, Customer hereby:

- Grants AT&T a license to install, operate, and maintain the Equipment and any additional, supplemental or replacement equipment as AT&T may choose.
- Confirms this license includes a right of access to and within the Premises for purposes of installing, operating, maintaining, repairing and replacing the Equipment. All Equipment brought onto the premises by AT&T is the personal property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer has no

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## E-Rate Rider

right to, interest in, or exclusive use of that Equipment.

- Agrees to provide adequate space and electric power for the Equipment and keep the Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage to the Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.
- Agrees to notify AT&T of any issues related to the Equipment, including the need for maintenance or repair, and assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Equipment.
- Agrees to indemnify and hold AT&T harmless from any and all liability that may arise out of the presence and placement of the Equipment, except for AT&T's gross negligence.
- Grants AT&T the right, but not the obligation, to remove all or any part of the Equipment from the premises at any time after the termination of the Service.

Additionally, E-rate program rules and eligibility requirements apply, and these requirements may change from time to time.

### 8. Terms of Equipment Usage

Please note that there are some important Customer obligations to facilitate timely Equipment installation and service delivery. Accordingly, Customer agrees to provide the following:

A. **PATH** - The Customer is responsible for providing or causing the property owner to provide a path from the property line into the building. A clear underground or aerial path is required from the property line where AT&T ILEC facilities exist, to the equipment room designated to support the entrance fiber.

B. **SPACE** – Customer is responsible for providing appropriate floor space and a properly installed equipment rack of suitable strength and quality to properly support the intended Equipment at the Minimum Point of Entry (MPOE)/ Demarcation Point in compliance with FCC and AT&T service requirements.

The appropriate space and location will be mutually agreed following an AT&T site visit. Any Demarcation Point location which is further than the closest practicable point to the MPOE in the building will require custom work which may not be eligible for E-rate Category 1 funding, and must be paid for by the Customer.

C. **ENVIRONMENTAL** – Operating environment should be between +40° F and 100° F at 0% to 85% relative humidity (RH-Non-Condensing).

D. **POWER - GROUND** - Customer will provide:

- Permanent, dedicated, 3-prong grounded power for the Equipment being installed. Power requirements can consist of nominal -48VDC, +24/-24 VDC, 110V, 125V, 220V, etc. located within 3 feet of the AT&T Equipment. AT&T may require more than one power outlet for some Equipment types, and there are specific amperage requirements for different Equipment types.
- Relay racks/cabinets must be properly grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the Network Terminating Equipment location in the room.
- Any other site-specific customer obligations will also be provided by AT&T personnel via e-mail upon finalization of this Attachment.

### 9. Customer Premise Support Structure ("CPSS") - General Terms and Conditions

If the Services require placing conduit and/or other conduit pathway support structures (Facilities) on the Customer's Premises. Customer does not wish to provide these Facilities itself, but instead requests the placement of the Facilities as part of the construction and installation work of the underlying Service.

Accordingly, Customer hereby:

- Grants AT&T a license to install and operate the Facilities and any replacement Facilities as AT&T may choose.
- Confirms such license includes a right of access to and within the Premises for purposes of installing, repairing and

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## E-Rate Rider

replacing the Facilities. All Facilities brought onto the Premises by AT&T, once installed and functional, become Customer property.

- Confirms that once the Facilities are installed, the Customer is responsible for the cost of any installation, maintenance, repair or replacement of the Facilities.
- Assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Facilities.

### Additional Terms Applicable to Customers using CALNET Agreements and with the following CALNET services:

- **CALNET 3 Extension Agreements**: IFB STPD 12-001-A, C3-A-12-10-TS-01 – Amendment 13 and IFB STPD 12-001-B, C3-B-12-10-TS-01 Amendment 12 are anticipated to expire on 12/31/21. Notwithstanding anything to the contrary, upon the expiration of these Agreements, the Customer will take such reasonable steps as may be necessary to continue to procure the same or substantially similar services hereunder pursuant to the State of California – Statewide Technology Procurement - AT&T - IFB C4DNCS19 ("CALNET NEXTGen Contract"), to the extent such service(s) is/are available. Upon such migration of service, the term "Agreement" as used herein shall refer to the CALNET NEXTGen Contract.
- **Metropolitan Area Network (MAN) Ethernet (3.0)**: In the event of termination of service within 24 months from the Cutover Date of Service, Customer is liable for 100% of the cost of \$9200 for each site at which AT&T installs CPSS.
- **Managed Internet Services (5.0)**: If Customer cancels Service at an eligible Customer site prior to the service activation date, AT&T is not obligated to complete work on Entrance Facility Construction (EFC), and Customer agrees to compensate AT&T for all of AT&T's costs incurred through the date of cancellation associated with providing EFC, regardless of whether the construction has been completed.

### 10. USAC Invoicing Method

AT&T will follow invoicing requirements and accommodates either the Service Provider Invoice Form (SPI) - Form 474 – or the Billed Entity Application Reimbursement ("BEAR") - Form 472 invoice method. Customer agrees to promptly submit any AT&T or USAC Forms needed to support requests for payment for Services rendered.

- a. SPI – Customer must first receive an approved Funding Commitment Decision Letter and Form 486 Notification Letter. In addition, the Customer agrees NO LATER THAN 120 days prior to their Last Date to Invoice to notify AT&T of its SPI election, and to provide and certify to AT&T an accurate list of the applicable Billing Accounts Numbers for services per their Form 471 funding application for each Funding Request Number for which the SPI method is sought. Customer agrees that invoices are due and payable in full by their stated due date unless these requirements have been met and SPI discounts commence. Where these requirements are not met, Customer agrees to utilize the BEAR disbursement method to request their E-rate funding. See: <http://usac.org/sl/applicants/step06/default.aspx>.
- b. BEAR - Under current rules, Service Providers have no involvement in the BEAR invoice process.

### 11. Reimbursement of USAC

Customer agrees to promptly submit any AT&T or USAC forms needed to support Form 474 SPI requests for payment of discounted Services. If USAC (i) seeks recovery from AT&T for disbursed E-rate funds as a result of Customer's failure to comply with the E-rate rules, including Customer delays in submitting required forms or contracts; or (ii) determines that Services which it had previously been approved for discounts are not eligible resulting in a "Notice of Improperly Disbursed Funds" or other request for recovery of funds (other than as the result of AT&T's failure to comply with the E-rate rules), then AT&T will reverse any E-rate SPI discounts provided which were denied, any reimbursements demanded, and any funds returned, and Customer will (a) pay all unfunded, reimbursed, or returned amounts and (b) reimburse AT&T for any funds AT&T must return to USAC, each within ninety (90) days of notice from USAC. In addition, Customer agrees and acknowledges that a determination of ineligibility, reduction, or other non-funding by USAC does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees. This provision shall supersede any other provision with respect to limits on the time period in which charges may be invoiced.

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*This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.*



## E-Rate Rider

12. Contract Requirements.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

IF THIS BOX IS CHECKED, THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED <Date of Original Attachment>.

SO AGREED by the Parties' respective authorized signatories:

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**CONFIDENTIAL INFORMATION**

*This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.*





## MASTER AGREEMENT

Customer	AT&T
Blue Oak Charter Street Address: 450 W East Avel City: Chico State/Province: CA Zip Code: 95926 Country: USA	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Susan Domenighini Title: Executive Director Street Address: 450 W East Avel City: Chico State/Province: CA Zip Code: 95926 Country: USA Telephone: 530-879-7483 Fax: Email: sdomenighini@blueoakcharterschool.org	Street Address: 421 F Street City: Marysville State/Province: CA Zip Code: 95901 Country: USA  With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name: Susan Domenighini	Name:
Title: Executive Director	Title:
Date:	Date:

## MASTER AGREEMENT

### 1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at [att.com/servicepublications](http://att.com/servicepublications) or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (*i.e.*, cellular) data and messaging Services. The AUP can be found at [att.com/aup](http://att.com/aup) or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at [att.com/servicepublications](http://att.com/servicepublications) or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

### 2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

### 3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

## MASTER AGREEMENT

3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 **Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 **Resale of Services.** Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

#### 4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 **Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing.** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 **Payments.** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 **Credit Terms.** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

#### 4.8 Adjustments to MARC.

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust

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the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.

- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

**5. CONFIDENTIAL INFORMATION**

**5.1 Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

**5.2 Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

**5.3 Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

**5.4 Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

**6. LIMITATIONS OF LIABILITY AND DISCLAIMERS****6.1 Limitation of Liability.**

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
- (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
  - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
  - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
  - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
  - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.
- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.

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- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 **Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 **Purchased Equipment and Vendor Software Warranty.** AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

## 7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations.** AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 **Customer's Obligations.** Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 **Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 **Notice and Cooperation.** The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

## 8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension.** The following additional termination provisions apply:

**MASTER AGREEMENT**

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

**8.3 Effect of Termination.**

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

**8.4 Termination Charges.**

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (*i.e.*, not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.
- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

**MASTER AGREEMENT****9. IMPORT/EXPORT CONTROL**

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

**10. MISCELLANEOUS PROVISIONS**

**10.1 Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

**10.2 Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

**10.3 Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

**10.4 Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

**10.5 Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

**10.6 Assignment and Subcontracting.**

- (a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.
- (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.
- (c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

**10.7 Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

**10.8 Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

**10.9 Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

**10.10 Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

**10.11 Governing Law.** This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

**10.12 Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

**10.13 No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

## MASTER AGREEMENT

10.14 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 **Agreement Language.** The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

### 11. DEFINITIONS

"**Affiliate**" of a party means any entity that controls, is controlled by or is under common control with such party.

"**API**" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"**AT&T Software**" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"**Customer Personal Data**" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"**Cutover**" means the date Customer's obligation to pay for Services begins.

"**Effective Date**" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"**MARC-Eligible Charges**" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"**Minimum Payment Period**" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"**Minimum Retention Period**" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"**Purchased Equipment**" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"**Service Component**" means an individual component of a Service provided under this Agreement.

"**Service Publications**" means Tariffs, Guidebooks, Service Guides and the AUP.

"**Site**" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"**Software**" means AT&T Software and Vendor Software.

"**Third-Party Service**" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"**Vendor Software**" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.