

Blue Oak Charter School
450 W. East Avenue, Chico, CA 95926
CHARTER COUNCIL
REGULAR MEETING

Join Zoom Meeting

<https://zoom.us/j/99715488751?pwd=dHlwY2eW9pbnZsWklMRFFrWEh0QT09>

Meeting ID: 997 1548 8751

Passcode: c91ziZ

Tuesday, March 22nd, 2022 - 6:00 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.

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AGENDA

OPEN SESSION - 6:00 PM

1. OPENING

- 1.1. Call Meeting to Order
- 1.2. Roll Call of Council 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. Agenda Modifications
- 1.5. Audience to Address the Council

This is an 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. The chair may establish a maximum speaking time for any item.
Persons may not yield their time to another speaker (Gov. Code § 54954.3)*

2. CONSENT AGENDA

- 2.1. Approve Minutes from February 15th, 2022 and March 7th, 2022.
- 2.2. Charter Impact Monthly Report Jim Weber, Charter Impact
 - 2.2.1. Attendance and Enrollment
 - 2.2.2. Cash Flow
 - 2.2.3. Balance Sheet Detail
 - 2.2.4. Warrants/Aged Payable
 - 2.2.5. Actual to Budget Summary
- 2.3. Point of Sale Transactions/Check Register
- 2.4. Teleconferencing During State of Emergency
State of Emergency (§ 8625)
- 2.5. Accept Employee Resignations
 - 2.5.1. Jill Vought, Instructional Aide

3. FACULTY

- 3.1. Grade Level Report Nick Meier

4. GOVERNANCE

- 4.1. Finance Committee Report Amber Brown
- 4.2. Parent Council Report Trisha Atehortua
- 4.3. COVID-19 Response Update Susan Domenighini
- 4.4. Policy Review
 - 4.4.1. Holidays (2nd Reading)
- 4.5. 2nd Interim Report
- 4.6. Annual Auditor Selection
- 4.7. AT&T Master Agreement
- 4.8. Resolution of 2020-21 Audit Findings/Audit Certification
- 4.9. Overnight Field Trip Approval
 - 4.9.1. Brianna Lee's Class - Shady Creek
 - 4.9.2. Kari Madera's Class - Shakespeare Festival
 - 4.9.3. Ally Welch's Class - Shakespeare Festival

5. ADMINISTRATION

- 5.1. Executive Director's Report Susan Domenighini
- 5.2. Sustainable School Update
- 5.3. Classroom Consolidation

6. CLOSED SESSION

- 6.1. Real Estate Update
Conference with Real Property Negotiations (§ 54956.8)

7. NEXT MEETING - Tuesday, April 19th, 2022 at 6:00PM

8. ADJOURNMENT

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CHARTER COUNCIL
REGULAR MEETING

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AGENDA

OPEN SESSION - 6:00 PM

1. OPENING

1.1. Call Meeting to Order

- Chelsea Parker called the meeting to order at 6:03PM.

1.2. Roll Call of Council Members and Establish Quorum

- Present: Laurel Hill-Ward, Chelsea Parker, Amber Brown, Trisha Atehortua, Vicki Wonacott, Leanna Glander
- Absent: None

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."

- Laurel Hill-Ward read the school verse.

1.4. Agenda Modifications

- No agenda modifications were made.

1.5. Audience to Address the Council

This is an 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. The chair may establish a maximum speaking time for any item.

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- Chairun Combs, a teacher at Blue Oak, requested that the faculty reports be put at the top of agenda so that more faculty members may attend the meetings.
- Chelsea Parker would like to move the items listed Faculty to just before the item listed Governance. Laurel Hill-Ward seconded the motion.
- No further discussion.
- Vote.

Name	Yes	No	Abstain	Absent
Chelsea Parker	X			
Vicki Wonacott	X			
Laurel Hill-Ward	X			
Amber Brown	X			
Leanna Glander	X			
Trisha Atehortua	X			

- Vote passes.

2. CONSENT AGENDA

2.1. Approve Minutes from January 18th, 2022.

2.2. Charter Impact Monthly Report

Jim Weber, Charter Impact

2.2.1. Attendance and Enrollment

2.2.2. Cash Flow

2.2.3. Balance Sheet Detail

2.2.4. Warrants/Aged Payable

2.2.5. Actual to Budget Summary

2.3. Point of Sale Transactions/Check Register

2.4. Teleconferencing During State of Emergency State of Emergency (§ 8625)

2.5. Accept Offers of Employment

2.5.1. Luke Buyert, Substitute Teacher

2.5.2. Meagan Fischer, Substitute Teacher

- Leanna Glander made a motion to approve the consent agenda. Laurel Hill-Ward seconded the motion.
- No further discussion.
- Vote.

Name	Yes	No	Abstain	Absent
Chelsea Parker	X			
Vicki Wonacott	X			

Laurel Hill-Ward	X			
Amber Brown	X			
Leanna Glander	X			
Trisha Atehortua	X			

➤ Vote passes.

3. FACULTY

3.1. Academic Testing

Chairun Combs

- Chairun Combs gave the CASSPP state testing report. Before the CampFire, the school was in fair and good standing, showing improvement in Math and ELA. State testing is not necessarily about how many students are proficient, it's mostly about how many students are making growth. Blue Oak has been making growth since the CampFire. The graphs shown, measure the distance of the average student from the standard. Due to the pandemic, Blue Oak will not have official state measures for the 2020-21 school year; this was standard for all schools in the state. An area for optimism is that Blue Oak has new curriculum in place and our i-Ready tests are showing that our school test scores are getting stronger. Chairun's concerns are obviously the long term effects of the pandemic. It will be nice to see the 3rd grade reports next year because they have had the new curriculum for the last two years. Chairun is confident about our state testing scores right now; the main issue is attendance and enrollment at the moment.

3.2. Grade Level Report

Riley Murray & Nick Meier

- Riley Murray gave the faculty report. Valentine's Day was very sweet; the school was full of love! This faculty report, and past reports, can be found on the Blue Oak website on the Parent Resource page.

4. GOVERNANCE

4.1. Finance Committee Report

Amber Brown

- Amber Brown gave the BOFC report, letting council members know that most of what was discussed at the Finance meeting will be covered by Susan later in this meeting. The main concern is our attendance; our ADA is at about 240 right now which is much lower than the budget we are currently operating at. Otherwise, most of the same.

4.2. Parent Council Report

Trisha Atehortua

- Trisha Atehortua reported on the last PC meeting, stating that members discussed equity gaps in the classrooms, how to serve teachers best, and classroom funds. PC members also talked about the May Faire, being held on Sunday May 1st; a separate May Faire committee has been established to work on planning that event. The PC is also working on some other side fundraising events coming up this year as well as working on making the PC a 501(c)3 which will help with creating a separate funding account. Finally, the PC had an equity discussion regarding dance ticket prices versus fundraising efforts for school dances.

4.3. Equity & Inclusion Task Force Report

Susan Domenighini

- The Equity Task Force is moving forward with a number of projects. We have Black History assembly coming up this Thursday and we are currently working on a celebration calendar for the school and for each grade. To do this, we are

starting with the moods of the grades and then working on integrating celebrations of holidays and cultures to ensure they are addressed throughout the grades. We are also continuing our work in professional development with Lyndsay Klipfel by breaking down the identity iceberg and meeting with each grade group soon.

4.4. COVID-19 Response Update

- Blue Oak has been sending our COVID cases to be part of the unofficially Butte County reports. Our school saw a lot of exposure during January. This information was also sent out in a ParentSquare today as well to give everyone a heads up about what we may be seeing in schools coming up such as new bills that may drop masking mandates for schools and possible vaccination requirements.
- Karissa, a Blue Oak parent, commented on this item and urged the council to look at the comments relating to the video sent out in the Parent Square as well as looking at what the school Kyros in Vacaville has been doing in light of these new bills.

4.5. Receipt of ESSER III Expenditure Plan

- Susan Domenighini presented the receipt of our ESSER III Expenditure Plan. This is just an update for the council members; no action needs to be taken.
- Karissa, a Blue Oak parent, was glad that the funding was accepted and wanted to know how the funding will be used. This plan is funds that we already have and have been using; the expenditure plan is just an outline of how we have been using the funds so far. The approval of this document means that our plan is acceptable. The BOFC regularly reviews information like this.

4.6. Supplemental and Mid-Year LCAP Report

- The LCAP reports presented are reports required by the state. Jim Weber explained that this information is reviewed every month in the financial reports but it is always important we review it again through the lens of the LCAP. The LCAP is a 3 year plan and we are about halfway through it. These documents need to be accepted by the board.
- Laurel Hill-Ward made a motion to accept these documents in their present form. Amber Brown seconded the motion.
- No further discussion.
- Vote.

Name	Yes	No	Abstain	Absent
Chelsea Parker	X			
Vicki Wonacott	X			
Laurel Hill-Ward	X			
Amber Brown	X			
Leanna Glander	X			
Trisha Atehortua	X			

- Vote passes.

4.7. 2022/2023 School Calendar

-

- Annual approval of the calendar, has been reviewed and accepted by our Leadership Team which has reps from faculty, classified and administration; it is a joint effort to bring it together; our major holiday breaks in line with CUSD breaks; we start with CUSD calendar in order to create ours; there are no changes to the bell schedule at this time; this year, we put an extra in-service day on the last Friday of the year due to the special knowledge that our school will be moving next summer; last day of school will also be Blue Oak graduation date
- Jackie, June 1st, that is also CUSD graduation dates, it may be something to consider so that we do not have overlapping ceremonies;
- Chelsea, urge the faculty and administration to make decisions about graduation to consider time overlaps this year; this is a challenges for families and teachers
- Trisha made a motion to accept the school calendar for 2022-2023. Vicki seconded the motion.
- No further discussion.
- Vote.

Name	Yes	No	Abstain	Absent
Chelsea Parker	X			
Vicki Wonacott	X			
Laurel Hill-Ward	X			
Amber Brown	X			
Leanna Glander	X			
Trisha Atehortua	X			

- Vote passes.

4.8. Policy Update

4.8.1. Holidays

- The school would like to add Indigenous Peoples' Day to our list of paid holidays. This is the second year our employees will be celebrating this holiday so classified staff have requested to put this on the list of paid holidays for the year. Administration supports this idea. This is only the first reading of the new policy so no action is required. The BOCC will be voting on it at the next meeting.
- The school did not have Columbus Day on the school calendar previously, adding the celebration of Indigenous Peoples' Day is a new addition. The financial cost will only impact our full time classified employees but Susan will bring a financial report of what that impact will look like at the next meeting.

4.9. Board Member Transition

- Chelsea Parker has made the decision to move her son to another school so she is no longer eligible to hold a Parent Seat at Blue Oak. She would like to ask Charter Council to move her to a Community Seat since there is an open seat already and no one has applied to this. This decision will require a vote. Overall, this will strengthen our board and balance out our parent versus community member seats since we previously had an unfilled seat.
- Leanna Glander made a motion for Chelsea to be appointed as a Community Member Seat. Laurel Hill-Ward seconded the motion.
- No further discussion.

➤ Vote.

Name	Yes	No	Abstain	Absent
Chelsea Parker	X			
Vicki Wonacott	X			
Laurel Hill-Ward	X			
Amber Brown	X			
Leanna Glander	X			
Trisha Atehortua	X			

➤ Vote passes.

4.10. Board Member Application

- With a new parent member seat now available, we have an applicant who is interested: Kristen Woods. She has had teaching experience, has been a parent at Blue Oak for the past 5 years, and is interested in helping support Blue Oak in this new way as well. She works in mental health and her current work keeps her familiar with Brown Act laws. This is the first experience she will have on a school board.
- Trisha Atehortua made a motion to accept Kristen Woods' application. Laurel Hill-Ward seconded the motion.
- No further discussion.
- Vote.

Name	Yes	No	Abstain	Absent
Chelsea Parker	X			
Vicki Wonacott	X			
Laurel Hill-Ward	X			
Amber Brown	X			
Leanna Glander	X			
Trisha Atehortua	X			

➤ Vote passes.

- Alex Archer will work on getting Kristin set up with Brown Act training before the next board meeting.

5. ~~FACULTY~~

~~5.1. Academic Testing~~

~~5.2. Grade Level Report~~

~~Chairman Combs~~

~~Riley Murray & Nick Meier~~

6. ADMINISTRATION

6.1. Executive Director's Report

6.1.1. State Update

Susan Domenighini

- 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.

6.1.2. Sustainable School Calculations

- 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.
- 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.
- This is the work the BOFC has been starting. Susan doesn't have a financial report to support these options but will get those soon. Faculty said 30 students in a class would be too large; a double track might be too big of a school for our current facilities. Attrition in middle school is common; Susan is currently working on crunching those numbers to see what our common history with this is.

7. CLOSED SESSION

7.1. Real Estate

Conference with Real Property Negotiations (§ 54956.8)

- No action was taken.

8. NEXT MEETING - Tuesday, March 22nd, 2022 at 6:00PM

9. ADJOURNMENT

- Chelsea Parker adjourned the meeting at 8:22PM.

Minutes Taken By: Alexandra Archer

Approved by: _____ Date: _____

DRAFT

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CHARTER COUNCIL
SPECIAL MEETING

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Meeting ID: 997 1548 8751

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Monday, March 7th, 2022 - 5:30 PM

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OPEN SESSION - 5:30 PM

1. OPENING

1.1. Call Meeting to Order

- Chelsea Parker called the meeting to order at 5:30PM.

1.2. Roll Call of Council Members and Establish Quorum

- Present: Chelsea Parker, Amber Brown, Laurel Hill-Ward, Vicki Wonacott, and Leanna Glander
- Absent: Kristen Woods

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."*

- Chelsea Parker read the school verse.

1.4. Agenda Modifications

- No agenda modifications were made.

1.5. Audience to Address the Council

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- No audience to address the council.

1.6. Teleconferencing During State of Emergency

State of Emergency (§ 8625)

- The Charter Council acknowledged the current state of emergency.

2. ADMINISTRATION

2.1. COVID Update

Susan Domenighini

2.1.1. Safe Return to In-Person Instruction and Continuity of Services Plan March 2022 Update

- Susan Domenighini presented an updated safety plan and proposed to the board that they approve the recommendations from the CDC to eliminate the requirement and enforcement of masking at school. Masks will still be strongly recommended but no longer required. The school will continue to contact trace and offer testing every week as well as continue to clean and ventilate. Masks will be available on campus for those who will continue to use them and we will also be prepared with masks on campus in case there is a need to return to masking. With this change, parents will be allowed back on campus to volunteer now regardless of vaccination status. The school will not track the COVID vaccination status of any of our staff, students or volunteers moving forward. During pick up and drop off, parents will be allowed on campus if they wish, and driving around will still be an available option. More information about the changes in pick up and drop off will be communicated at a later date.
- Leanna Glander made a motion to approve the document listed on the agenda. Amber Brown seconded the motion.
- No further discussion.
- Vote.

Name	Yes	No	Abstain	Absent
Chelsea Parker	X			
Vicki Wonacott	X			
Laurel Hill-Ward	X			
Amber Brown	X			
Leanna Glander	X			
Trisha Atehortua	X			
Kristen Woods				X

- Vote passes.

3. NEXT MEETING - Tuesday, March 22nd, 2022 at 6:00PM

- Chelsea Parker adjourned the meeting at 5:50PM.

Minutes Taken By: Alexandra Archer

Approved by: _____ Date: _____

DRAFT

Blue Oak Charter School

Monthly Financial Presentation – February 2022

February Highlights

Highlights

<i>Expenses greatly exceeding per ADA revenue</i>					
	Average Enrollment	Ongoing Revenue	Expenses	(Net Deficit)	One-Time Funds
2021/22	272	\$ 2,975,891	\$ 4,100,870	\$ (1,124,979)	\$ 623,469
Budget planning					
2022/23	290	\$ 3,485,327	\$ 3,782,367	\$ (297,040)	\$ 300,000
2023/24	290	\$ 3,588,307	\$ 3,831,546	\$ (243,239)	\$ 264,125

Budget forecast requires increasing enrollment 20+ and reducing expenses \$300K+.

- Operating loss depleting cash, concern for cash shortage in July – Dec 2022.
- Hold Harmless ADA (293.37) could add \$475K revenue, three-year average ADA +\$300K, cash timing uncertain.

Compliance and Reporting

- Second Interim financial report is presented for approval - due by March 15th.
- Audit firm selection due April 1st.

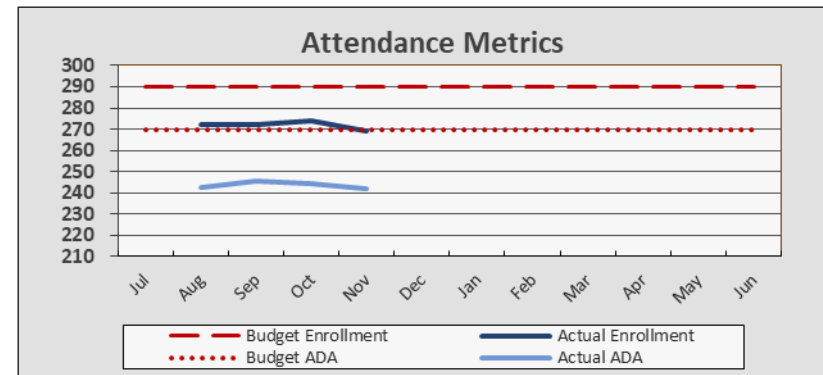
Attendance Data and Metrics



Enrollment and Per Pupil Data

Enrollment & Per Pupil Data			
	<u>Actual</u>	<u>Forecast</u>	<u>Budget</u>
Average Enrollment	272	272	290
ADA	242	242	270
Attendance Rate	89.0%	88.9%	93.0%
Unduplicated %	57.9%	57.9%	58.5%
Revenue per ADA		\$17,102	\$13,936
Expenses per ADA		\$16,954	\$13,891

Attendance Metrics



Forecast set to P-1 ADA 241.88, cutting LCFF (\$273K).

Attendance near 90%.

LCFF is calculated at \$9,560 per ADA.

Revenue

- February Updates
 - PPP forgiveness reclassified as 2021/22 revenue adding \$531K.
 - Reduced ADA cuts revenue (\$300K)+ .

	2021/22	2022/23	2023/24
Expanded Learning Opportunities Grant	\$ 188,793	\$ -	\$ -
In-Person Instruction	102,707	-	-
GEER	16,560	-	-
ESSER I	64,404	-	-
ESSER II	251,005	-	-
ESSER III	-	300,000	264,125
One-Time Funding plan	\$ 623,469	\$ 300,000	\$ 264,125

Revenue

	<i>Year-to-Date</i>		
	Actual	Budget	Fav/(Unf)
State Aid-Rev Limit	\$ 1,570,074	\$ 1,472,748	\$ 97,326
Federal Revenue	762,630	193,288	569,342
Other State Revenue	256,699	544,083	(287,385)
Other Local Revenue	23,988	33,500	(9,512)
Total Revenue	\$ 2,613,390	\$ 2,243,618	\$ 369,771

	<i>Annual/Full Year</i>		
	Forecast	Budget	Fav/(Unf)
	\$ 2,312,261	\$ 2,585,457	\$ (273,197)
	1,064,875	295,121	769,754
	709,616	827,865	(118,249)
	50,000	50,000	-
Total	\$ 4,136,752	\$ 3,758,444	\$ 378,308



Expenses

- **February Updates**
 - Expense forecast increased from previous month – compensation (hours), IT and recruiting.
 - Compensation increased \$132K for grant funded Summer hours, interventions.
 - Subagreement services increased for grant funded social-emotional supports and special education.
 - Professional services increased for additional recruitment (\$47K), IT (\$15K).

Expenses

	<i>Year-to-Date</i>		
	Actual	Budget	Fav/(Unf)
Certificated Salaries	\$ 1,253,578	\$ 950,806	\$ (302,772)
Classified Salaries	341,930	278,794	(63,136)
Benefits	437,963	345,080	(92,883)
Books and Supplies	104,178	71,133	(33,045)
Subagreement Services	148,649	85,924	(62,725)
Operations	101,680	97,398	(4,282)
Facilities	407,424	405,603	(1,821)
Professional Services	163,434	124,730	(38,704)
Depreciation	12,951	12,951	(0)
Total Expenses	\$ 2,971,787	\$ 2,372,419	\$ (599,368)

<i>Annual/Full Year</i>		
Forecast	Budget	Fav/(Unf)
\$ 1,584,506	\$ 1,565,193	\$ (19,313)
512,383	445,762	(66,621)
596,932	551,160	(45,772)
122,783	93,200	(29,583)
248,264	133,880	(114,384)
151,885	146,485	(5,400)
609,153	608,404	(749)
255,536	182,837	(72,699)
19,426	19,426	(0)
\$ 4,100,870	\$ 3,746,348	\$ (354,522)

Surplus / (Deficit) & Fund Balance

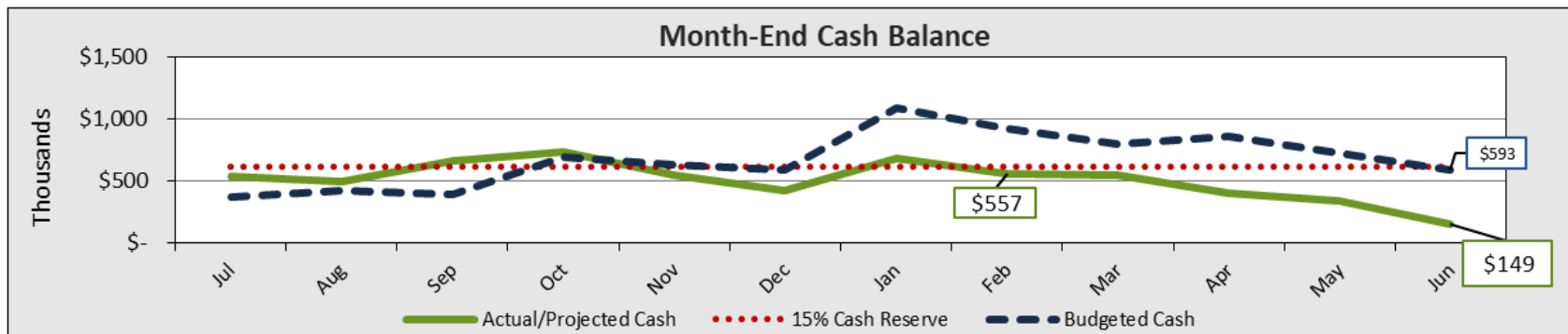
- Forecast loss **(\$495K)** with PPP forgiveness **\$531K** reclassified from beginning balance.
- Fund balance forecast **\$656K**, 16%, down from 2020/21 \$1.1 million, 32%.

	Year-to-Date		
	Actual	Budget	Fav/(Unf)
Total Surplus(Deficit)	\$ (358,397)	\$ (128,800)	\$ (229,597)
Beginning Fund Balance	620,046	1,150,983	(530,937)
Ending Fund Balance	<u>\$ 261,649</u>	<u>\$ 1,022,183</u>	
As a % of Annual Expenses	6.4%	27.3%	

	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
	\$ 35,882	\$ 12,096	\$ 23,786
	620,046	1,150,983	(530,937)
	<u>\$ 655,928</u>	<u>\$ 1,163,078</u>	\$ (507,150)
	16.0%	31.0%	

Cash Balance

- Current cash **\$557K**, 50 days.
- Forecast operating loss decreases cash (\$444K+) compared to budget, threatening cash stability.
- Operating loss and slow federal receipts **forecast cash shortage July – Dec 2022**.
- Recommend review of borrowing opportunities to ensure cash stability.



Compliance Deadlines (next 60 days)



Area	Due Date	Description	Completed By	Board Must Approve	Signature Required	Additional Information
FINANCE	Mar-01	Every Student Succeeds Act Per-Pupil Expenditure Application - The Elementary and Secondary Education Act of 1965 (ESEA), as reauthorized by the Every Student Succeeds Act (ESSA), requires state educational agencies (SEAs) and their local educational agencies (LEAs) to prepare and publish annual report cards that contain specified data elements, including LEA and school-level per-pupil expenditures (PPE).	Charter Impact	No	No	https://www3.cde.ca.gov/essars
DATA	Mar-11	CALPADS - Fall 2 deadline - Please be mindful that Level-2 certification within CALPADS means that these data have been reviewed and approved by your superintendent or IRC administrator. Failure to properly review and amend these data in CALPADS within the allotted amendment window will result in the improper certification of official Fall 2 data within CALPADS, which can impact a number of things, including LCFF funding, student course enrollments, staff assignments and English learner education services.	BOCS	No	No	https://www.cde.ca.gov/ds/sp/cl/rptcalendar.asp
DATA	Mar-11	Civil Rights Data Collection: The CRDC is a federally mandated survey that is administered by OCR and is part of its strategy for administering and enforcing civil rights statutes. OCR has authority under Section 203(c)(1) of the Department of Education Organization Act (20 U.S.C. 3413(c)(1)), and the regulations implementing several civil rights statutes to collect data that are necessary to ensure compliance with civil rights laws within its jurisdiction. The CRDC collects data on factors that impact education equity and opportunities for students.	BOCS	No	No	https://www2.ed.gov/about/offices/list/ocr/data.html
FINANCE	Mar-11	Consolidated Application (ConApp) reporting - Winter - The ConApp is used by the CDE to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. The winter release is submitted in January of each year and contains the LEA's entitlements for each funded program.	Charter Impact	No	No	https://www.cde.ca.gov/fg/aa/co/cars.asp
FINANCE	Mar-15	2nd Interim Financial Report - Local educational agencies (LEAs) are required to file two reports during a fiscal year (interim reports) on the status of the LEA's financial health. The first interim report is due December 15 for the period ending October 31. The second is due March 15 for the period ending January 31.	Charter Impact	Yes	Yes	https://www.cde.ca.gov/fg/sf/fr/calendar19district.asp
FINANCE	Mar-18	El Dorado SELPA Pre-Test for Year-End Maintenance of Effort (Special Education) - Report due to Charter school's SELPA. Maintenance of Effort (MOE) is a requirement that you spend each year at least what you spent last year in the area of special education (with some exceptions). If you reduce your special education budget (or expenditures) in a given year, you need to be careful to ensure that you have met the MOE requirement. This does not mean you can't reduce costs, but you must do so within the guidelines of federal MOE.	Charter Impact	No	No	http://charterselpa.org/fiscal/
FINANCE	Mar-25	E-Rate FCC Form 471 Due date (FY2022) - To apply for program discounts, applicants file an FCC Form 471 in EPC to provide USAC with information about the services they are requesting and the discount(s) for which they are eligible. The FCC Form 471 must be certified by March 25, 2021.	BOCS	No	No	https://www.usac.org/sl/tools/forms/
FINANCE	Apr-01	Audit Firm Selection - In accordance with Education Code (EC) Section 41020, the governing board of each school shall provide for an audit of the books and accounts of the school. In the event the governing board of a school has not provided for an audit, by selecting an audit firm, by April 1, the County Office of Education, having jurisdiction over the school, shall provide for the audit.	BOCS with Charter Impact support	Yes	No	http://codes.findlaw.com/ca/education-code/edc-sect-41020-2.html

Compliance Deadlines (next 60 days)



Area	Due Date	Description	Completed By	Board Must Approve	Signature Required	Additional Information
FINANCE	Apr-01	File a Form 700 - Statement of Economic Interests (SEI): The requirement is part of the Political Reform Act enacted in 1974, which was passed by California voters to promote integrity in state and local government by helping agency decision makers avoid conflicts between their personal interests and official duties. Depending on your local authorizer's conflict of interest policies, certain charter school officers and employees may be required to file Statements of Economic Interest with a filing officer by the April 1 deadline.	BOCS	Yes	Yes	https://www.fpcc.ca.gov/Form700.html
FINANCE	Apr-15	Federal Stimulus Reporting - Local educational agencies (LEAs) are required to report to the California Department of Education (CDE) on funds received through the CARES Act, the CRRSA Act, and the ARP. (ESSER I, GEER, ESSER II, ESSER III). LEAs are required to report status of funds for the period January 1, 2022- March 31, 2022.	Charter Impact	No	No	https://www.cde.ca.gov/fg/cr/reporting.asp
FINANCE	Due Date TBD	Federal Stimulus Annual Report - Local educational agencies (LEAs) are required to report to the California Department of Education (CDE) on funds received through the CARES Act, the CRRSA Act, and the ARP. (ESSER I, GEER, ESSER II, ESSER III). LEAs are required to report status of funds for the period October 1, 2020 - September 30, 2021.	Charter Impact	No	No	https://www.cde.ca.gov/fg/cr/anreporhelp.asp
FINANCE	Apr-18	Special Education Dispute Prevention, Learning Recovery Funding and ADA/Enrollment Reports due to SELPA - Expenditure reports are due to El Dorado Charter SELPA.	Charter Impact	No	No	http://charterselpa.org/fiscal/
FINANCE	Apr-22	Federal Expenditure Report #2 (Special Education) - Interim financial reporting for actuals through March 31 are due to El Dorado Charter SELPA.	Charter Impact	No	No	http://charterselpa.org/fiscal/
FINANCE	Apr-30	Federal Cash Management - Period 4 - The Title I, Part A; Title I, Part D, Subpart 2; Title II, Part A; Title III LEP; Title III Immigrant; and Title IV programs under the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the ESSA, will utilize the Federal Cash Management program. Charter schools that are awarded a grant under any of these programs must submit the CMDC report for a particular quarter in order to receive an apportionment for that quarter; CDE will apportion funds to LEAs whose cash balance is below a certain threshold.	Charter Impact	No	No	https://www.cde.ca.gov/fg/aa/cm/

Appendices

As of February 28, 2022

- Cash Flow – Monthly and Annual Forecast
- Statement of Financial Position (Balance Sheet)
- Statement of Cash Flows
- Detailed Month and YTD Budget vs. Actual
- Accounts Payable Aging
- Check Register

Blue Oak Charter School

Financial Package

February 28, 2022

Presented by:



Blue Oak Charter School

Monthly Cash Flow/Forecast FY21-22

Revised 03/04/2022

ADA = 241.88



Revenues

State Aid - Revenue Limit

8011	LCFF State Aid	-	69,017	69,017	124,230	124,230	124,230	124,230	124,230	60,677	60,677	60,677	60,677	60,674
8012	Education Protection Account	-	-	-	176,808	-	-	176,807	-	-	91,347	-	-	164,999
8019	State Aid - Prior Year	-	-	92,906	(43,987)	-	-	-	-	-	(24,459)	-	-	(24,460)
8096	In Lieu of Property Taxes	-	42,244	84,487	56,325	56,325	56,325	56,325	56,325	77,119	38,571	38,571	38,571	38,546
		-	111,261	246,410	313,376	180,555	180,555	357,362	180,555	137,796	166,136	99,248	99,248	239,759

Federal Revenue

8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	30,235
8290	Title I, Part A - Basic Low Income	-	-	-	17,135	-	17,135	27,039	-	-	7,481	-	-	-
8291	Title II, Part A - Teacher Quality	-	-	-	9,390	-	-	-	-	-	-	-	63	-
8296	Other Federal Revenue	530,937	-	-	57,381	-	2,500	93,935	7,178	-	2,500	-	-	261,966
		530,937	-	-	83,906	-	19,635	120,974	7,178	-	9,981	-	63	292,201

Other State Revenue

8311	State Special Education	10,057	10,057	18,103	18,103	18,103	18,103	18,103	11,411	11,089	11,089	11,089	-	10,767
8545	School Facilities (SB740)	-	-	-	-	-	-	-	-	131,813	-	65,906	-	65,906
8550	Mandated Cost	-	-	-	-	-	5,049	-	-	-	-	-	-	-
8560	State Lottery	-	-	-	-	-	-	21,646	-	-	16,722	-	-	16,780
8598	Prior Year Revenue	-	-	-	5,821	-	-	(564)	-	-	-	-	-	-
8599	Other State Revenue	-	-	-	102,707	-	-	61,071	(61,071)	-	-	-	111,757	-
		10,057	10,057	18,103	126,631	18,103	23,152	100,256	(49,660)	142,901	27,811	76,995	111,757	93,453

Other Local Revenue

8699	School Fundraising	403	5,123	1,120	7,815	3,000	6,197	(505)	834	6,503	6,503	6,503	6,503	-
		403	5,123	1,120	7,815	3,000	6,197	(505)	834	6,503	6,503	6,503	6,503	-

Total Revenue

541,397	126,441	265,633	531,728	201,658	229,539	578,087	138,906	287,200	210,431	182,746	217,571	625,413
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Expenses

Certificated Salaries

1100	Teachers' Salaries	115,370	130,057	133,606	131,800	133,820	130,166	128,142	136,732	125,926	125,926	-	-	-
1170	Teachers' Substitute Hours	120	480	1,640	3,030	4,800	3,040	3,180	7,130	3,778	3,778	-	-	-
1175	Teachers' Extra Duty/Stipends	15,115	(860)	1,335	715	2,515	5,167	1,225	1,089	3,500	3,500	-	-	-
1200	Pupil Support Salaries	1,436	6,467	8,053	7,711	7,082	7,452	(3,076)	-	-	-	-	-	-
1300	Administrators' Salaries	16,130	16,130	16,130	16,130	16,130	16,130	16,130	16,130	16,130	16,130	16,130	16,130	-
		148,171	152,274	160,764	159,386	164,348	161,954	145,600	161,081	149,334	149,334	16,130	16,130	-

Classified Salaries

2100	Instructional Salaries	1,415	18,575	26,300	24,888	21,056	15,267	8,644	37,451	26,812	26,812	26,812	-	-
2400	Clerical and Office Staff Salaries	8,699	13,245	14,505	13,415	12,721	11,479	8,087	17,851	14,128	14,128	14,128	11,580	-
2900	Other Classified Salaries	472	8,341	13,191	15,557	12,445	12,049	10,327	15,951	10,290	10,290	10,290	5,182	-
		10,586	40,161	53,996	53,861	46,222	38,794	27,058	71,253	51,230	51,230	51,230	16,762	-

Benefits

3101	STRS	23,305	23,929	24,724	24,237	24,815	24,353	22,327	23,837	24,328	24,328	2,628	2,628	-
3202	PERS	4,244	12,166	15,583	15,022	13,993	11,603	9,062	19,582	12,384	12,384	12,384	4,052	-
3301	OASDI	1,191	3,071	4,103	4,199	3,761	3,097	2,381	5,387	3,351	3,351	3,351	1,097	-
3311	Medicare	2,196	2,686	3,005	2,974	2,964	2,792	2,371	3,245	2,866	2,866	962	470	-
3401	Health and Welfare	9,611	9,838	4,001	9,902	16,899	12,064	6,611	10,587	10,292	10,292	10,292	10,292	-
3501	State Unemployment	1,863	781	1,036	1,026	19	963	818	1,119	168	84	84	84	-
3601	Workers' Compensation	1,185	977	1,081	1,081	(506)	1,081	1,081	1,081	1,581	1,581	531	259	-
3901	Other Benefits	55	64	59	960	113	101	105	103	-	-	-	-	-
		43,650	53,511	53,593	59,400	62,059	56,053	44,755	64,941	54,970	54,886	30,232	18,881	-

Annual Forecast	Original Budget Total	Favorable / (Unfav.)
	ADA = 269.70	
1,062,566	1,395,126	(332,560)
609,961	525,184	84,777
-	-	-
639,734	665,148	(25,414)
2,312,261	2,585,457	(273,197)
30,235	33,713	(3,478)
68,790	74,745	(5,955)
9,453	10,083	(630)
956,397	176,581	779,816
1,064,875	295,121	769,754
166,073	168,432	(2,359)
263,625	293,946	(30,321)
5,049	4,946	103
55,149	53,670	1,478
5,256	-	5,256
214,464	306,871	(92,407)
709,616	827,865	(118,249)
50,000	50,000	-
50,000	50,000	-
4,136,752	3,758,444	378,308
1,291,546	1,269,761	(21,785)
30,976	38,093	7,117
33,301	35,000	1,699
35,125	46,990	11,865
193,560	175,350	(18,210)
1,584,506	1,565,193	(19,313)
234,031	174,828	(59,203)
153,967	164,442	10,475
124,386	106,493	(17,893)
512,383	445,762	(66,621)
245,439	249,179	3,739
142,461	102,525	(39,936)
38,341	27,637	(10,704)
29,397	29,159	(238)
120,679	123,500	2,821
8,043	3,073	(4,970)
11,012	16,088	5,076
1,560	-	(1,560)
596,932	551,160	(45,772)

Blue Oak Charter School

Monthly Cash Flow/Forecast FY21-22

Revised 03/04/2022

ADA = 241.88



Books and Supplies

4100	Textbooks and Core Materials	1,534	1,805	-	-	-	-	-	665	665	665	665	-
4200	Books and Reference Materials	496	(414)	-	15,290	-	1,911	(1,058)	264	264	264	264	-
4302	School Supplies	245	3,989	6,911	6,431	17,776	1,460	4,696	2,359	1,283	1,283	1,283	-
4305	Software	865	865	865	4,109	1,359	1,359	1,641	1,286	1,377	1,377	1,377	-
4310	Office Expense	212	556	2,144	3,731	794	395	873	2,567	420	420	420	-
4312	School Fundraising Expense	-	-	-	-	-	-	-	1,035	641	641	641	-
4400	Noncapitalized Equipment	-	-	-	4,626	1,973	767	-	8,724	-	-	-	-

Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Year-End Accruals
3,352	6,801	9,920	34,187	21,903	5,892	6,153	15,970	4,651	4,651	4,651	4,651	-

Annual Forecast	Original Budget Total	Favorable / (Unfav.)
6,000	20,000	14,000
17,283	2,000	(15,283)
49,000	30,000	(19,000)
17,860	12,600	(5,260)
12,950	20,000	7,050
3,600	3,600	-
16,090	5,000	(11,090)
122,783	93,200	(29,583)

Subagreement Services

5101	Nursing	-	-	4,970	2,485	2,485	2,485	2,485	2,535	2,535	2,535	-
5102	Special Education	-	-	3,840	10,200	39,075	28,546	25,216	22,640	22,809	22,809	-
5105	Security	-	-	428	-	64	524	723	-	193	193	-

-	-	9,237	12,685	41,624	31,554	28,424	25,125	25,538	25,538	25,538	23,002	-
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25,000	24,000	(1,000)
220,754	107,370	(113,384)
2,510	2,510	-
248,264	133,880	(114,384)

Operations and Housekeeping

5201	Auto and Travel	-	1,094	(182)	776	-	-	-	623	672	672	672	-
5300	Dues & Memberships	-	1,200	-	825	-	-	3,010	-	48	48	48	-
5400	Insurance	2,654	1,042	4,904	6,156	3,440	3,294	3,319	3,294	4,489	4,489	4,489	-
5501	Utilities	6,912	5,520	11,735	16,956	2,469	40	4,707	6,612	3,762	3,762	3,762	-
5502	Janitorial Services	-	1,036	1,036	1,036	1,036	1,036	260	1,381	1,381	1,381	1,381	-
5900	Communications	458	233	150	714	171	437	451	1,233	2,038	2,038	2,038	-
5901	Postage and Shipping	-	226	219	168	99	47	79	117	161	161	161	-

10,024	10,351	17,863	26,630	7,214	4,855	12,603	12,141	12,551	12,551	12,551	12,551	-
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5,000	5,000	-
5,225	3,885	(1,340)
46,060	42,000	(4,060)
70,000	70,000	-
12,000	12,000	-
12,000	12,000	-
1,600	1,600	-
151,885	146,485	(5,400)

Facilities, Repairs and Other Leases

5601	Rent
5603	Equipment Leases
5610	Repairs and Maintenance

49,552	50,061	51,709	53,357	51,440	49,163	50,993	51,148	50,432	50,432	50,432	50,432	-
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586,404	586,404	0
16,749	16,000	(749)
6,000	6,000	-
609,153	608,404	(749)

Professional/Consulting Services

5801	IT	-	-	-	-	2,174	10,015	-	2,624	1,250	1,250	1,250	-
5802	Audit & Taxes	-	-	4,305	2,205	2,835	-	525	-	-	-	4,130	-
5803	Legal	-	30	177	130	-	-	1,695	451	1,254	1,254	1,254	-
5804	Professional Development	289	(1,671)	7,264	471	(5,792)	200	1,178	70	1,861	1,861	1,861	-
5805	General Consulting	129	1,537	129	20,139	12,159	(19,326)	3,166	3,474	2,414	2,414	2,414	-
5806	Special Activities/Field Trips	-	-	2,700	-	-	350	2,180	4,308	116	116	116	-
5807	Bank Charges	-	3	-	-	-	-	-	-	74	74	74	-
5809	Other taxes and fees	34	993	924	2,062	649	111	1,219	934	768	768	768	-
5810	Payroll Service Fee	20	553	569	467	660	426	836	833	409	409	409	-
5811	Management Fee	6,264	6,264	6,598	6,264	6,224	6,224	6,224	6,224	6,010	6,010	6,010	-
5812	District Oversight Fee	-	-	-	-	-	-	-	-	1,378	1,661	992	18,098
5815	Public Relations/Recruitment	2,870	3,275	2,275	7,539	3,250	10,631	540	11,356	2,056	2,056	2,056	-

9,606	10,983	24,940	39,276	22,159	8,632	17,563	30,275	17,591	17,874	17,205	21,335	18,098
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19,813	4,518	(15,295)
14,000	14,000	-
7,500	7,500	-
9,451	5,000	(4,451)
31,066	21,496	(9,570)
10,000	10,000	-
300	300	-
10,000	10,000	-
6,000	6,000	-
74,324	75,169	844
23,123	25,855	2,732
49,959	3,000	(46,959)
255,536	182,837	(72,699)

Depreciation

6900	Depreciation Expense	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	-
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1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	-
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19,426	19,426	(0)
19,426	19,426	(0)

Interest

7438	Interest Expense	(5,334)	-	-	-	-	-	5,334	-	-	-	-	-
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(5,334)	-	-	-	-	-	-	5,334	-	-	-	-	-
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-	-	-

Total Expenses

271,227	325,760	383,640	440,401	418,586	358,517	334,768	438,887	367,916	368,116	209,589	165,364	18,098
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4,100,870	3,746,348	(354,522)
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Monthly Surplus (Deficit)

270,170	(199,319)	(118,007)	91,327	(216,929)	(128,978)	243,320	(299,981)	(80,716)	(157,685)	(26,843)	52,207	607,315
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35,882	12,096	23,786
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Blue Oak Charter School

Monthly Cash Flow/Forecast FY21-22

Revised 03/04/2022

ADA = 241.88



Cash Flow Adjustments

Monthly Surplus (Deficit)

Cash flows from operating activities

Depreciation/Amortization

Public Funding Receivables

Grants and Contributions Rec.

Prepaid Expenses

Accounts Payable

Accrued Expenses

Summer Holdback

Deferred Revenues

Cash flows from financing activities

Proceeds(Payments) on Debt

Total Change in Cash

Cash, Beginning of Month

Cash, End of Month

	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Monthly Surplus (Deficit)	270,170	(199,319)	(118,007)	91,327	(216,929)	(128,978)	243,320	(299,981)	(80,716)	(157,685)	(26,843)	52,207	607,315	35,882		
Cash flows from operating activities																
Depreciation/Amortization	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	1,619	-	19,426		
Public Funding Receivables	400,664	82,592	238,569	7,984	35,608	(59,026)	29,273	45,183	48,560	-	-	62,611	(625,413)	266,606		
Grants and Contributions Rec.	10,920	-	155	-	-	-	-	-	-	-	-	-	-	11,075		
Prepaid Expenses	(438)	17,843	(14,595)	(33,761)	5,906	17,261	4,289	(15,351)	4,778	4,778	4,778	4,778	-	267		
Accounts Payable	(14,151)	-	90	(1,202)		11,127	106	(106)	-	-	-	-	18,098	13,962		
Accrued Expenses	9,803	51,013	10,059	81,184	(17,608)	(23,758)	(36,436)	57,041	(14,539)	(9,290)	(9,290)	(181,668)	-	(83,488)		
Summer Holdback	7,350	7,350	7,350	7,350	7,350	7,350	7,456	7,350	7,350	7,350	(36,803)	(36,803)	-	-		
Deferred Revenues	25,124	18	41,682	(89,437)	-	48,089	14,731	71,999	22,599	7,868	7,868	(96,389)	-	54,152		
Cash flows from financing activities																
Proceeds(Payments) on Debt	(536,270)	-	-	-	-	-	-	5,334	-	-	-	-	-	(530,937)		
Total Change in Cash	174,790	(38,883)	166,922	65,063	(184,054)	(126,316)	264,358	(126,912)	(10,348)	(145,359)	(58,671)	(193,645)				
Cash, Beginning of Month	361,751	536,541	497,658	664,580	729,643	545,590	419,273	683,631	556,719	546,371	401,012	342,341				
Cash, End of Month	536,541	497,658	664,580	729,643	545,590	419,273	683,631	556,719	546,371	401,012	342,341	148,697				

Blue Oak Charter School
Statement of Financial Position

February 28, 2022

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Unrestricted Cash	\$ 285,889	\$ 361,751	\$ (75,862)	-21%
Restricted Cash	270,830	-	270,830	0%
Total Cash & Cash Equivalents	556,719	361,751	194,968	54%
Accounts Receivable	148	11,223	(11,075)	-99%
Public Funding Receivables	111,172	892,020	(780,848)	-88%
Prepaid Expenses	96,423	77,578	18,846	24%
Total Current Assets	764,463	1,342,572	(578,109)	-43%
Long-Term Assets				
Property & Equipment, Net	8,094	21,045	(12,951)	-62%
Deposits	28,000	28,000	-	0%
Total Long Term Assets	36,094	49,045	(12,951)	-26%
Total Assets	\$ 800,557	\$ 1,391,617	\$ (591,060)	-42%
Liabilities				
Current Liabilities				
Accounts Payable	\$ -	\$ 4,136	\$ (4,136)	-100%
Accrued Liabilities	268,079	77,875	190,204	244%
Deferred Revenue	270,830	158,624	112,206	71%
Notes Payable, Current Portion	-	235,711	(235,711)	-100%
Total Current Liabilities	538,909	476,346	62,563	13%
Long-Term Liabilities				
Notes Payable, Net of Current Portion	-	295,225	(295,225)	-100%
Total Long-Term Liabilities	-	295,225	(295,225)	-100%
Total Liabilities	538,909	771,571	(232,662)	-30%
Total Net Assets	261,649	620,046	(358,397)	-58%
Total Liabilities and Net Assets	\$ 800,557	\$ 1,391,617	\$ (591,060)	-42%

Blue Oak Charter School

Statement of Cash Flows

For the period ended February 28, 2022

	Month Ended 02/28/22	YTD Ended 02/28/22
Cash Flows from Operating Activities		
Change in Net Assets	\$ (299,981)	\$ (358,397)
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	1,619	12,951
Decrease/(Increase) in Operating Assets:		
Public Funding Receivables	45,183	780,848
Grants, Contributions & Pledges Receivable	-	11,075
Prepaid Expenses	(15,351)	(18,846)
(Decrease)/Increase in Operating Liabilities:		
Accounts Payable	(106)	(4,136)
Accrued Expenses	64,391	190,204
Deferred Revenue	71,999	112,206
Total Cash Flows from Operating Activities	(132,245)	725,905
Cash Flows from Financing Activities		
Proceeds from (payments on) Long-Term Debt	5,334	(530,937)
Total Cash Flows from Financing Activities	5,334	(530,937)
Change in Cash & Cash Equivalents	(126,911)	194,968
Cash & Cash Equivalents, Beginning of Period	683,631	361,751
Cash and Cash Equivalents, End of Period	\$ 556,719	\$ 556,719

Blue Oak Charter School

Statement of Activities

For the period ended February 28, 2022

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenues							
State Aid - Revenue Limit							
LCFF State Aid	\$ 124,230	\$ 92,598	\$ 31,632	\$ 759,184	\$ 565,874	\$ 193,310	\$ 1,395,126
Education Protection Account	-	-	-	353,615	487,229	(133,614)	525,184
State Aid - Prior Year	-	-	-	48,919	-	48,919	-
In Lieu of Property Taxes	56,325	57,882	(1,557)	408,356	419,644	(11,288)	665,148
Total State Aid - Revenue Limit	180,555	150,480	30,075	1,570,074	1,472,748	97,326	2,585,457
Federal Revenue							
Special Education - Entitlement	-	3,300	(3,300)	-	20,169	(20,169)	33,712
Title I, Part A - Basic Low Income	-	-	-	61,309	74,745	(13,436)	74,745
Title II, Part A - Teacher Quality	-	-	-	9,390	10,083	(693)	10,083
Other Federal Revenue	7,178	-	7,178	690,914	88,290	602,623	176,581
Total Federal Revenue	7,178	3,300	3,877	761,613	193,288	568,325	295,121
Other State Revenue							
State Special Education	11,411	16,489	(5,078)	122,040	100,768	21,272	168,432
School Facilities (SB740)	-	-	-	-	146,973	(146,973)	293,946
Mandated Cost	-	-	-	5,049	4,946	103	4,946
State Lottery	-	-	-	21,646	14,595	7,051	53,670
Prior Year Revenue	-	-	-	5,256	-	5,256	-
Other State Revenue	(61,071)	-	(61,071)	102,707	276,801	(174,094)	306,871
Total Other State Revenue	(49,660)	16,489	(66,149)	256,699	544,083	(287,385)	827,865
Other Local Revenue							
School Fundraising	834	5,500	(4,666)	23,988	33,500	(9,512)	50,000
Total Other Local Revenue	834	5,500	(4,666)	23,988	33,500	(9,512)	50,000
Total Revenues	138,906	175,769	(36,863)	2,612,373	2,243,618	368,754	3,758,444
Expenses							
Certificated Salaries							
Teachers' Salaries	136,732	126,976	(9,756)	1,039,693	761,857	(277,836)	1,269,761
Teachers' Substitute Hours	7,130	3,809	(3,321)	23,420	22,856	(564)	38,093
Teachers' Extra Duty/Stipends	1,089	3,500	2,411	26,301	21,000	(5,301)	35,000
Pupil Support Salaries	-	4,699	4,699	35,125	28,194	(6,931)	46,990
Administrators' Salaries	16,130	14,612	(1,517)	129,040	116,900	(12,140)	175,350
Total Certificated Salaries	161,081	153,597	(7,484)	1,253,578	950,806	(302,772)	1,565,193
Classified Salaries							
Instructional Salaries	37,451	17,483	(19,968)	153,595	104,897	(48,698)	174,828
Clerical and Office Staff Salaries	17,851	14,128	(3,723)	100,002	107,929	7,927	164,442
Other Classified Salaries	15,951	10,131	(5,820)	88,333	65,968	(22,365)	106,493
Total Classified Salaries	71,253	41,742	(29,511)	341,930	278,794	(63,136)	445,762
Benefits							
State Teachers' Retirement System, certificated	23,837	24,453	615	191,528	151,368	(40,159)	249,179
Public Employees' Retirement System, classified	19,582	9,601	(9,982)	101,256	64,123	(37,134)	102,525
OASDI/Medicare/Alternative, certificated	5,387	2,588	(2,799)	27,190	17,285	(9,905)	27,637
Medicare/Alternative, certificated	3,245	2,832	(413)	22,233	17,829	(4,404)	29,159
Health and Welfare Benefits, certificated	10,587	10,292	(295)	79,512	82,333	2,821	123,500
State Unemployment Insurance, certificated	1,119	615	(505)	7,624	2,304	(5,319)	3,073
Workers' Compensation Insurance, certificated	1,081	1,563	482	7,059	9,837	2,777	16,088
Other Benefits, certificated positions	103	-	(103)	1,560	-	(1,560)	-
Total Benefits	64,941	51,943	(12,999)	437,963	345,080	(92,883)	551,160

Blue Oak Charter School

Statement of Activities

For the period ended February 28, 2022

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Books & Supplies							
Textbooks and Core Materials	-	-	-	3,338	20,000	16,662	20,000
Books and Reference Materials	-	-	-	16,226	2,000	(14,226)	2,000
School Supplies	2,359	2,500	141	43,867	20,000	(23,867)	30,000
Software	1,286	1,050	(236)	12,350	8,400	(3,950)	12,600
Office Expense	2,567	1,667	(900)	11,271	13,333	2,062	20,000
School Fundraising Expense	1,035	300	(735)	1,035	2,400	1,365	3,600
Noncapitalized Equipment	8,724	-	(8,724)	16,090	5,000	(11,090)	5,000
Total Books & Supplies	15,970	5,517	(10,454)	104,178	71,133	(33,045)	93,200
Subagreement Services							
Nursing	2,485	2,000	(485)	17,394	16,000	(1,394)	24,000
Special Education	22,640	9,761	(12,879)	129,517	68,326	(61,190)	107,370
Security	-	228	228	1,738	1,597	(141)	2,510
Total Subagreement Services	25,125	11,989	(13,136)	148,649	85,924	(62,725)	133,880
Operations & Housekeeping							
Auto and Travel	623	455	(169)	2,311	3,182	870	5,000
Dues & Memberships	-	324	324	5,035	2,590	(2,445)	3,885
Insurance	3,294	3,500	206	28,104	28,000	(104)	42,000
Utilities	6,612	5,833	(779)	54,952	46,667	(8,286)	70,000
Janitorial Services	260	1,000	740	6,475	8,000	1,525	12,000
Communications	1,233	1,000	(233)	3,847	8,000	4,153	12,000
Postage and Shipping	117	160	43	955	960	5	1,600
Total Operations & Housekeeping	12,141	12,272	131	101,680	97,398	(4,282)	146,485
Facilities, Repairs & Other Leases							
Rent	48,867	48,867	0	390,936	390,936	0	586,404
Equipment Leases	2,462	1,333	(1,129)	11,416	10,667	(749)	16,000
Repairs and Maintenance	(181)	500	681	5,072	4,000	(1,072)	6,000
Total Facilities, Repairs & Other Leases	51,148	50,700	(448)	407,424	405,603	(1,821)	608,404
Professional/Consulting Services							
IT	2,624	377	(2,247)	14,813	3,012	(11,801)	4,518
Audit & Taxes	-	-	-	9,870	14,000	4,130	14,000
Legal	451	625	174	2,483	5,000	2,518	7,500
Professional Development	70	500	430	2,008	3,000	992	5,000
General Consulting	3,474	2,150	(1,325)	21,408	12,898	(8,510)	21,496
Special Activities/Field Trips	4,308	3,333	(975)	9,538	10,000	462	10,000
Bank Charges	-	30	30	3	180	177	300
Other Taxes and Fees	934	1,000	66	6,926	6,000	(926)	10,000
Payroll Service Fee	833	500	(333)	4,363	4,000	(363)	6,000
Management Fee	6,224	6,264	40	50,286	50,113	(173)	75,169
District Oversight Fee	-	1,505	1,505	-	14,727	14,727	25,855
Public Relations/Recruitment	11,356	300	(11,056)	41,736	1,800	(39,936)	3,000
Total Professional/Consulting Services	30,275	16,583	(13,692)	163,434	124,730	(38,704)	182,837
Depreciation							
Depreciation Expense	1,619	1,619	(0)	12,951	12,951	(0)	19,426
Total Depreciation	1,619	1,619	(0)	12,951	12,951	(0)	19,426
Interest							
Interest Expense	5,334	-	(5,334)	(1,017)	-	1,017	-
Total Interest	5,334	-	(5,334)	(1,017)	-	1,017	-
Total Expenses	438,887	345,961	(92,926)	2,970,770	2,372,419	(598,351)	3,746,348
Change in Net Assets	(299,981)	(170,192)	(129,789)	(358,397)	(128,800)	(229,597)	12,096
Net Assets, Beginning of Period	561,630			620,046			
Net Assets, End of Period	\$ 261,649			\$ 261,649			

Blue Oak Charter School

Accounts Payable Aging

February 28, 2022

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
				\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -
Total Outstanding Invoices				\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -

Blue Oak Charter School

Check Register

For the period ended February 28, 2022

Check Number	Vendor Name	Check Date	Check Amount
10878	Confidential	2/1/2022	\$ 105.91
10879	Anthem Blue Cross	2/3/2022	14,561.44
10880	California Water Service	2/3/2022	712.32
10881	CDW Government	2/3/2022	2,379.00
10882	Comcast	2/3/2022	294.67
10883	Department of Justice	2/3/2022	32.00
10884	Humana Insurance Co	2/3/2022	2,236.59
10885	Kari Madera	2/3/2022	108.00
10886	Katherine McDonald	2/3/2022	30.00
10887	Office Depot Inc	2/3/2022	300.21
10888	PG&E	2/3/2022	4,088.69
10889	Pure Water Partners	2/3/2022	257.40
10890	Sarah Eblin	2/3/2022	452.34
10891	Tahoe Pure Water Co	2/3/2022	24.00
10892	TIAA, FSB	2/3/2022	685.19
10893	Anthem Blue Cross	2/11/2022	1,619.32
10894	Blue Shield of California	2/11/2022	318.30
10895	Employers Preferred Ins. Co	2/11/2022	1,252.60
10896	Granite Data Solutions	2/11/2022	2,179.77
10897	T-Mobile	2/11/2022	460.00
10898	Confidential	2/16/2022	105.91
10899	Advanced Document Concepts for Business	2/18/2022	510.50
10900	Allyson Welch	2/18/2022	30.00
10901	Brianna Lee	2/18/2022	30.00
10902	Buck Ernest	2/18/2022	1,122.74
10903	CDW Government	2/18/2022	5,925.56
10904	Chico Country Day School	2/18/2022	2,484.84
10905	City of Chico	2/18/2022	173.00
10906	E-Rate Advisors	2/18/2022	375.00
10907	Evergreen Janitorial Supply Inc	2/18/2022	409.77
10908	Kari Madera	2/18/2022	30.00
10909	Law Offices of Young, Minney & Corr, LLP	2/18/2022	451.40
10910	Leen-Liberty Park	2/18/2022	48,866.97
10911	Megan Fischer	2/18/2022	32.00
10912	NCS Pearson Inc	2/18/2022	1,012.39
10913	Nicholas Meier	2/18/2022	209.98
10914	North State Parent	2/18/2022	540.00
10915	Office Depot Inc	2/18/2022	381.55
10916	Philadelphia Insurance Companies	2/18/2022	2,140.54
10917	Recology Butte Colusa Counties	2/18/2022	260.48
10918	Sarah Lee	2/18/2022	30.00

Blue Oak Charter School

Check Register

For the period ended February 28, 2022

Check Number	Vendor Name	Check Date	Check Amount
10919	Susan Whittlesey	2/18/2022	50.60
10920	Sutter County Schools Office	2/18/2022	4,200.00
10921	Syncb/Amazon	2/18/2022	1,195.31
10922	Tahoe Pure Water Co	2/18/2022	18.00
10923	Tekk International Inc.	2/18/2022	428.00
10924	Anthem Blue Cross	2/25/2022	13,405.90
10925	ATX Learning	2/25/2022	10,500.00
10926	California Water Service	2/25/2022	744.08
10927	Comcast	2/25/2022	295.49
10928	Darlasia Miller	2/25/2022	30.00
10929	Department of Justice	2/25/2022	96.00
10930	Employers Preferred Ins. Co	2/25/2022	1,252.60
10931	Humana Insurance Co	2/25/2022	2,247.28
10932	TIAA, FSB	2/25/2022	323.61
10933	TIAA, FSB	2/25/2022	685.19
ACH	Charter Impact	2/3/2022	470.75
ACH	KBTN, LLC	2/3/2022	5,196.00
ACH	Charter Impact	2/11/2022	362.25
ACH	Charter Impact	2/18/2022	6,224.00
ACH	Full Circle Speech Therapy	2/18/2022	12,140.00
ACH	Maggie Buckley	2/18/2022	30.00
ACH	KBTN, LLC	2/25/2022	5,196.00
ACH	Google	2/1/2022	424.27
ACH	Benefit Resource, Inc	2/1/2022	1,339.50
ACH	Postal Plus	2/3/2022	99.50
ACH	Sprint	2/3/2022	32.96
ACH	Law Offices of Young, Minney & Corr, LLP	2/10/2022	50.00
ACH	Law Offices of Young, Minney & Corr, LLP	2/10/2022	50.00
ACH	Benefit Resource, Inc	2/11/2022	191.50
ACH	Employment Development Dept	2/11/2022	336.85
ACH	Employment Development Dept	2/11/2022	340.84
ACH	Internal Revenue Services	2/11/2022	5,905.23
ACH	AirBnB	2/14/2022	413.31
ACH	Benefit Resource, Inc	2/15/2022	116.00
ACH	Employment Development Dept	2/18/2022	4.40
ACH	Internal Revenue Services	2/18/2022	61.20
ACH	Ring LLC	2/22/2022	100.00
ACH	CalPERS	2/23/2022	4,186.32
ACH	CalPERS	2/23/2022	14,940.42
ACH	Stamp.com	2/28/2022	17.99
ACH	Employment Development Dept	2/28/2022	1,894.12
ACH	Employment Development Dept	2/28/2022	4,841.83
ACH	Internal Revenue Services	2/28/2022	<u>25,397.33</u>

Total Disbursements Issued in February \$ 223,055.01

Business Checking – XXXXX0889

Search transactions

Activity: Date range; **Start date:** Feb 01, 2022; **End date:** Feb 28, 2022; **Type:** Debits

Transactions

 Pending  Posted

Date ▼	Description ◇	Debit ◇	Credit ◇	Balance
● Feb 28, 2022	<u>Check 10903</u>	5,925.56		
● Feb 28, 2022	<u>Check 10902</u>	1,122.74		
● Feb 28, 2022	<u>Check 10914</u>	540.00		
● Feb 28, 2022	<u>Check 10909</u>	451.40		
● Feb 28, 2022	ACH Payment IRS USATAXPYMT	25,397.33		
● Feb 28, 2022	ACH Payment EMPLOYMENT DEVEL EDD EFTPMT	4,841.83		
● Feb 28, 2022	ACH Payment EMPLOYMENT DEVEL EDD EFTPMT	1,894.12		
● Feb 25, 2022	<u>Check 10904</u>	2,484.84		
● Feb 25, 2022	<u>Check 10921</u>	1,195.31		
● Feb 25, 2022	<u>Check 10915</u>	381.55		
● Feb 25, 2022	<u>Check 10885</u>	108.00		
● Feb 25, 2022	<u>Check 10908</u>	30.00		
● Feb 25, 2022	<u>Check 10922</u>	18.00		
● Feb 25, 2022	ACH Payment BLUE OAK CHARTER PAYROLL	80,540.18		
● Feb 25, 2022	ACH Payment BLUE OAK CHARTER PAYROLL	20,378.15		
● Feb 25, 2022	ACH Payment BLUE OAK CHARTER PAYROLL	11,201.52		
● Feb 25, 2022	ACH Payment BLUE OAK CHARTER PAYROLL	4,492.24		

Date ▼	Description ◇	Debit ◇	Credit ◇	Balance
● Feb 25, 2022	ACH Payment BLUE OAK CHARTER PAYROLL	3,751.22		
● Feb 24, 2022	<u>Check 70125</u>	1,045.30		
● Feb 24, 2022	<u>Check 10897</u>	460.00		
● Feb 24, 2022	<u>Check 10907</u>	409.77		
● Feb 24, 2022	<u>Check 10913</u>	209.98		
● Feb 24, 2022	<u>Check 10898</u>	105.91		
● Feb 24, 2022	<u>Check 10911</u>	32.00		
● Feb 24, 2022	ACH Payment BLUE OAK CHARTER PAYMENTS <i>Payroll</i>	18,394.00		
● Feb 23, 2022	<u>Check 10899</u>	510.50		
● Feb 23, 2022	<u>Check 10923</u>	428.00		
● Feb 23, 2022	<u>Check 10906</u>	375.00		
● Feb 23, 2022	ACH Payment CALPERS 3100	14,940.42		
● Feb 23, 2022	ACH Payment CALPERS 3100	4,186.32		
● Feb 22, 2022	<u>Check 10910</u>	48,866.97		
● Feb 22, 2022	<u>Check 10912</u>	1,012.39		
● Feb 22, 2022	<u>Check 10894</u>	318.30		
● Feb 18, 2022	<u>Check 10893</u>	1,619.32		
● Feb 18, 2022	<u>Check 70127</u>	365.00		
● Feb 18, 2022	ACH Payment IRS USATAXPYMT	61.20		
● Feb 18, 2022	ACH Payment EMPLOYMENT DEVEL EDD EFTPMT	4.40		
● Feb 17, 2022	<u>Check 10896</u>	2,179.77		
● Feb 16, 2022	<u>Check 7324</u>	1,035.00		
● Feb 16, 2022	ACH Payment BLUE OAK CHARTER PAYMENTS	362.25		

Date ▼	Description ◇	Debit ◇	Credit ◇	Balance
● Feb 15, 2022	<u>Check 10884</u>	2,236.59		
● Feb 15, 2022	<u>Check 10895</u>	1,252.60		
● Feb 15, 2022	<u>Check 10873</u>	1,035.69		
● Feb 15, 2022	<u>Check 70117</u>	73.29		
● Feb 15, 2022	ACH Payment BENEFIT RESOURCE BRI XFER	116.00		
● Feb 14, 2022	<u>Check 10881</u>	2,379.00		
● Feb 14, 2022	POS Purchase AIRBNB HMTW24J3 AIRBNB.COM CA #3136 Professional Development Lodging	413.31		
● Feb 11, 2022	<u>Check 10879</u>	14,561.44		
● Feb 11, 2022	<u>Check 10892</u>	685.19		
● Feb 11, 2022	ACH Payment IRS USATAXPYMT	5,905.23		
● Feb 11, 2022	ACH Payment EMPLOYMENT DEVEL EDD EFTPMT	340.84		
● Feb 11, 2022	ACH Payment EMPLOYMENT DEVEL EDD EFTPMT	336.85		
● Feb 11, 2022	ACH Payment BENEFIT RESOURCE BRI XFER	191.50		
● Feb 10, 2022	<u>Check 10888</u>	4,088.69		
● Feb 10, 2022	<u>Check 10880</u>	712.32		
● Feb 10, 2022	<u>Check 10890</u>	452.34		
● Feb 10, 2022	<u>Check 10889</u>	257.40		
● Feb 10, 2022	<u>Check 10883</u>	32.00		
● Feb 10, 2022	ACH Payment BLUE OAK CHARTER PAYROLL	17,730.84		
● Feb 10, 2022	ACH Payment BLUE OAK CHARTER PAYROLL	4,241.16		
● Feb 10, 2022	POS Purchase YOUNG, MINNEY & WWW.MYCHARTER CA #3136 Professional Development Webinar	50.00		
● Feb 10, 2022	POS Purchase YOUNG, MINNEY & WWW.MYCHARTER CA #3136 Professional Development Webinar	50.00		

Date ▼	Description ◇	Debit ◇	Credit ◇	Balance
● Feb 09, 2022	<u>Check 10887</u>	300.21		
● Feb 09, 2022	<u>Check 10882</u>	294.67		
● Feb 09, 2022	<u>Check 10878</u>	105.91		
● Feb 09, 2022	<u>Check 10868</u>	30.00		
● Feb 08, 2022	<u>Check 10891</u>	24.00		
● Feb 07, 2022	ACH Payment BLUE OAK CHARTER PAYMENTS <i>Payroll</i>	5,666.75		
● Feb 04, 2022	<u>Check 10694</u>	45.00		
● Feb 03, 2022	ACH Payment SPRINT8006396111 ACHBILLPAY OGSOLX1PFLYKOPPP <i>School Emergency Cell Phone</i>	32.96		
● Feb 03, 2022	POS Purchase POSTAL PLUS 530-8911626 CA #3136	99.50		
● Feb 01, 2022	<u>Check 10872</u>	1,980.00		
● Feb 01, 2022	<u>Check 7323</u>	1,433.00		
● Feb 01, 2022	ACH Payment BENEFIT RESOURCE BRI XFER	1,339.50		

Agenda Item: Employee Resignations

Prepared by: Alexandra Archer

Charter Council Date: 03/22/2022

Background Information:

Blue Oak would like to accept the following employee resignations from:

- Jill Vought, Instructional Aide

Agenda Item: Update Paid Holidays

Prepared by: Alexandra Archer

Charter Council Date: 03/22/2022

Background Information:

Blue Oak would like to add Indigenous Peoples' Day to the current list of paid holidays. See the attached board policy for the current list of paid holidays.

[Board Policy: #4362 - Holidays](#)

HOLIDAYS

BOCS calendar reflects any and all holidays observed by the school. The following holidays are observed by BOCS:

New Year's Day
Dr. Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Labor Day
Indigenous Peoples' Day
Veteran's Day
Thanksgiving
Friday After Thanksgiving
Christmas Day

Other days during the BOCS year, such as recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Executive Director. Full time non-exempt employees are entitled to the nine (9) holidays above paid.

**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

CERTIFICATION OF FINANCIAL CONDITION

 x 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:

(x) 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

To the County Superintendent of Schools:

(x) 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

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

For Approving Entity:

Charise Bromley
Name
Director, Fiscal Services
Title
(530) 891-3000
Phone
cbromley@chicousd.org
E-mail

For Charter School:

Susan Domenighini
Name
Executive Director
Title
(530) 879-7483
Phone
sdomenighini@blueoakcharterschool.c
E-mail

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**

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	1st Interim Budget			Actuals thru 1/31			2nd Interim Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
A. REVENUES										
1. LCFF Sources										
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, LCFFSources		2,410,401.00	-	2,410,401.00	1,389,519.00	-	1,389,519.00	2,333,766.00	-	2,333,766.00
2. Federal Revenues										
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
3. Other State Revenues										
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
4. Other Local Revenues										
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
5. TOTAL REVENUES										
		3,037,468.56	1,243,405.53	4,280,874.09	2,032,649.74	441,833.58	2,474,483.32	2,960,833.21	1,202,407.63	4,163,240.84
B. EXPENDITURES										
1. Certificated Salaries										
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
2. Non-certificated Salaries										
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
3. Employee Benefits										
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
4. Books and Supplies										
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
5. Services and Other Operating Expenditures										
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

6. Capital Outlay (Objects 6100-6170, 6200-6500 for modified accrual basis only)										
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
7. Other Outgo										
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)
8. TOTAL EXPENDITURES										
		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
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)										
		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
D. OTHER FINANCING SOURCES / USES										
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	-
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)										
		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
F. FUND BALANCE, RESERVES										
1. Beginning Fund Balance										
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
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	-	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)
A. REVENUES						
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. EXPENDITURES						
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.	2300	-	-	-	-	
Clerical and Office 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%

4. Books and Supplies						
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%
5. Services and Other Operating Expenditures						
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%
6. Capital Outlay (Objects 6100-6170, 6200-6500 modified accrual basis only)						
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%
7. Other Outgo						
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%
8. TOTAL EXPENDITURES						
		3,949,248.27	2,532,899.71	4,032,644.21	83,395.94	2.11%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)						
		331,625.82	(58,416.39)	130,596.63	(201,029.19)	-60.62%
D. OTHER FINANCING SOURCES / USES						
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						
		-	-	-	-	-
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)						
		331,625.82	(58,416.39)	130,596.63	(201,029.19)	-60.62%
F. FUND BALANCE, RESERVES						
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		
A. REVENUES						
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. EXPENDITURES						
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		
3. Employee Benefits						
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
4. Books and Supplies						
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
5. Services and Other Operating Expenditures						
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
6. Capital Outlay (Obj. 6100-6170, 6200-6500 for mod. accr. basis only)						
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
7. Other Outgo						
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
8. TOTAL EXPENDITURES		2,647,278.56	1,385,365.65	4,032,644.21	3,774,424.00	3,823,443.00
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		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		
D. OTHER FINANCING SOURCES / USES						
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
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		130,596.63	(0.00)	130,596.63	9,915.00	27,899.00
F. FUND BALANCE, RESERVES						
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



CliftonLarsonAllen LLP

2210 East Route 66
Glendora, CA 91740

phone 626.857.7300 **fax** 626.857.7302
CLAconnect.com

February 21, 2022

Board of Directors and Management
Blue Oak Charter School
450 W. East End
Chico, CA 95926

Dear Members of the Board and Management:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for Blue Oak Charter School ("you," "your," "the entity", or "the Organization") for the year ended June 30, 2022.

Lili Huang is responsible for the performance of the audit engagement. Per Education Code Section 41020(f)(2), there is a limit of six consecutive year for any firm where the principal of the audit and the reviewing principal have been the same in each of those years. This is the third consecutive year Lili Huang will be the engagement principal.

Scope of audit services

We will audit the financial statements of Blue Oak Charter School, which comprise the statement of financial position as of June 30, 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

We will also evaluate and report on the presentation of the supplementary information accompanying the financial statements in relation to the financial statements as a whole.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements and related notes.
- Preparation of supplementary information.
- Preparation of adjusting journal entries.
- Preparation of the informational tax return.



CLA is an independent member of Nexia International, a leading, global network of independent accounting and consulting firms. See nexia.com/member-firm-disclaimer for details.

Audit objectives

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will issue a written report upon completion of our audit of your financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*. The report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the entity is

subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We also will issue a written report and opinion on State Compliance upon completion of our audit.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP. Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and

in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

You are responsible for the design, implementation, and maintenance of effective internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered. You are responsible for taking timely and appropriate steps to remedy any fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we may report.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for ensuring management information and financial information is reliable and properly reported; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for the preparation of the supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal

control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements and related notes. Since the preparation and fair presentation of the financial statements is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for those financial statements. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements.
- We will prepare a draft of your supplementary information. Since the preparation of the supplementary information in accordance with the applicable criteria is your responsibility, you will be required to review, approve, and accept responsibility for the supplementary information prior to its issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on the supplementary information.
- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.

- We will prepare the organization's federal Form 990 and applicable state filings in accordance with the applicable tax laws. We will use our judgment in resolving questions where the law is unclear, and where there is reasonable authority, we will resolve questions in your favor whenever possible. We will not audit or independently verify the accuracy or completeness of the information we receive from you for the preparation of the returns and filings, and our engagement cannot be relied upon to uncover errors or irregularities in the underlying information.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We expect to begin our audit in May 2022.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

February 21, 2022
Blue Oak Charter School
Page 8

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the regulator. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Estimate Fees

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

Based on our preliminary estimates, the price for the engagement is as follows:

Professional Services		Amount
Audit services*	\$	11,750
Informational tax return services	\$	2,900
Technology and client support fee	\$	740
Total	\$	15,390
* Should Federal Expenditures exceed \$750,000, a change in scope and fee will be required.		

Additional state compliance procedures related to changes to the *2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel will be billed as out-of-scope. This includes independent study testing requirements if the threshold for testing is met.

The estimated fees are based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated price for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for our services will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. There is a ten percent withholding clause per Education Code 14505.

Unanticipated services

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit can proceed in an efficient manner, we will determine whether we can provide the service and maintain our independence. If appropriate, we will notify you and provide a fair and reasonable price for providing the service. We will bill you for the service at periodic dates after the additional service has been performed.

Bookkeeping services

Bookkeeping services are not audit services. Bookkeeping services include the following activities:

- Preparation of a trial balance
- Account reconciliations
- Bank statement reconciliations
- Capital asset accounting (e.g., calculating depreciation, identify capital assets for additions and deletions)
- Calculating accruals
- Analyzing transactions for proper recording
- Converting cash basis accounting records to accrual basis
- Assisting in calculating tax provisions
- Preparation of financial statements and the related notes to the financial statements
- Processing immaterial adjustments through the financial statements
- Adjusting the financial statements for new activities and new disclosures

Additional work resulting from unanticipated changes in your organization or accounting records

If your organization undergoes significant changes in key personnel, accounting systems, and/or internal control, we are required to update our audit documentation and audit plan. The following are examples of situations that will require additional audit work:

- Revising documentation of your internal control for changes resulting from your implementation of new information systems
- Deterioration in the quality of the entity's accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues
- Significant changes in your volume of business
- Mergers, acquisitions, or other business combinations
- New or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records

- Evidence of material weaknesses or significant deficiencies in internal control
- Substantial increases in the number or significance of problem loans
- Regulatory examination matters
- Implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements
- New financial statement disclosures

Changes in engagement timing and assistance by your personnel

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Changes related to COVID-19

COVID-19 continues to have significant direct and indirect impacts on financial reporting, disclosure requirements, and the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in this letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Consent

Consent to use information for benchmarking analysis

In an effort to better serve the needs of our clients, we develop a variety of benchmark, performance indicator, and predictive analysis reports, using anonymized client data obtained from our audit, tax, and other engagements. Business and financial information that you provide to us may be combined with information from other clients and included within the aggregated data that we use in these reports. While some of these analytical reports will be published and released publicly, please be assured that the separate information that we obtain from you will remain confidential, as required by the AICPA Code of Professional Conduct.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Agreement

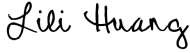
We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign and date this letter to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

February 21, 2022
Blue Oak Charter School
Page 14

Sincerely,

CliftonLarsonAllen LLP

DocuSigned by:



DA20FA268ABD478...
Lili Huang, CPA

Principal

626-857-7300

Lili.Huang@claconnect.com

Response:

This letter correctly sets forth the understanding of Blue Oak Charter School.

In Process

Authorized management signature: _____

Title: Executive Director

Date: _____

Certificate Of Completion

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Signer Events

Lili Huang

lili.huang@claconnect.com

Business Assurance Principal

CLA

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Susan Domenighini

sdomenighini@blueoakcharterschool.org

Executive Director

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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.



**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

Customer	AT&T
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)
Customer Contact (for Notices)	AT&T Contact (for Notices)
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 <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

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).

Customer (by its authorized representative)	AT&T (by its authorized representative)
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

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

1.2. Inside Wiring

Service	AT&T Inside Wiring	
Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Dedicated Ethernet Service	AT&T Inside Wiring Service Guide	https://cpr.att.com/pdf/publications/Inside_Wiring_Service_Guide_Attachment.pdf

1.3. Entrance Facility Construction

Service	AT&T Entrance Facility Construction	
Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Dedicated Ethernet Service	AT&T Entrance Facility Construction Attachment	https://cpr.att.com/pdf/service_publications/ADE_EFC_Attachment.pdf

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	36 months
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing Schedule Term Extension Option	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	AT&T and Customer Confidential Information 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	For AT&T Administrative Use Only
Please sign by 12/26/2022	Pricing Schedule No. _____
	Original Effective Date: _____

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.

Circuit Item #1				
Location A: 450 W East AVE, Chico, CA Port Connection Speed: 1 GE Native Ethernet Collocation (Cross Connects apply): No Optional Diversity Features: N/A		Location Z: 1859 Bird, Orville, CA Port Connection Speed: 1 GE Native Ethernet Collocation (Cross Connects apply): No Optional Diversity Features: N/A		
Circuit Level Options: Port Protection Plus: N/A				

End of Document

UA Required ROME OPPY:1-HIOELCB SR#:60903 Ttp1621 03/04/22 RLR:1202820.1.0	AT&T and Customer Confidential Information Page 5 of 5	[ade_ICB_ps_intrastate_CA] PS V10.06.21
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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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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 30th 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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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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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.

- 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>.
- 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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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:

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AT&T MA Reference No.

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: mast@att.com

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 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 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 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

MASTER AGREEMENT

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.

MASTER AGREEMENT

- (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.

E-Rate Services Proposal

Blue Oak Charter School Inc
Request for Proposal

Data Services
January 14, 2022

Alex Geronimo
Strategic Enterprise Account Manager
3011 Triad Place
Livermore, CA 94551
925-605-6068
alex_geronimo@comcast.com



COMCAST
BUSINESS
Powering Possibilities™

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Transmittal Letter

January 14, 2022

Rachel White
Blue Oak Charter School Inc
2093 Victor Ave SP21
Redding, CA 96002

Dear Rachel White,

Comcast Business Communications, LLC ("Comcast") looks forward to a mutually rewarding business relationship with Blue Oak Charter School Inc and its representatives. Comcast is pleased to provide this proposal (the "proposal") to Blue Oak Charter School Inc ("Blue Oak Charter School Inc") for services in response to the request for proposal; form 470 application number 220008100 dated December 14th, 2021 with an allowable contract date of January 11th, 2022 for Blue Oak Charter School Inc.

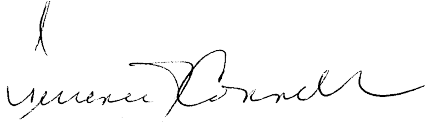
Blue Oak Charter School Inc is responsible for compliance with applicable state and local procurement laws. It is our understanding that Blue Oak Charter School Inc, based on this request for proposal, is not seeking services pursuant to the State Procurement code or under a current cooperative purchasing agreement between Comcast and the State under which Blue Oak Charter School Inc is a qualified buyer.

As you proceed in the selection process, please feel free to contact your Strategic Enterprise Account Manager, Alex Geronimo, at 925-605-6068, with any questions, comments, or concerns.

No statement made in the proposal shall be considered a contractual term unless expressly included in the Services Agreement or as agreed upon by the parties as a result of contract negotiations. ***This proposal and the Comcast Services Agreement comply with all USAC guidelines, including the Lowest Corresponding Price rules.*** Comcast, as part of the post bid submission process, would be amenable to negotiating limited modifications to the Services Agreement appended to the attached proposal, to address additional items (if any) that your organization feels are critical to its consideration and use of the Comcast solution.

Sincerely,

Comcast Business Communications, LLC



Terrence J. Connell
Senior Vice President

COMCAST BUSINESS

Table of Contents

Transmittal Letter	2
Executive Summary.....	4
Solution Overview	5
Price Proposal	8
Technical Specifications.....	9
Ethernet Private Line Description	9
Solution Provisioning and Project Plan.....	11
Company Overview	12
Diversity, Equity, and Inclusion (DE&I).....	13
Community Impact.....	13
Sustainability.....	13
Financial Qualifications.....	14
Awards and Honors	14
General Information	14
E-Rate Overview	15
Service Provider Identification Number (SPIN)	15
Operations.....	16
Comcast Escalation Procedures.....	18
Certificate of Insurance.....	19
References	20
Comcast Account Team.....	21
Appendix	22
Service Agreement (E-Rate).....	22

Comcast Business Communications, LLC, a Pennsylvania limited liability company, on behalf of itself and its applicable operating affiliates and subsidiaries (including, but not limited to, Comcast Cable Communications Management, LLC); together offering services throughout this Network Service Proposal identified as “Comcast”.

COMCAST BUSINESS

Executive Summary

In the ever-changing world of communications, Comcast redefines how high bandwidth products and services are delivered. We bring scalability, reliability, resiliency, and leading-edge solutions directly to your organization. Comcast can meet your organization's communications needs quickly, efficiently, and professionally with business class service and support. Comcast is well positioned to offer long-term value to support future technology strategies. Our integrated Internet and data products are delivered over an extensive and deep advanced network that is physically diverse from the phone companies.

Comcast proposes, specifically, to provide a managed and scalable Wide Area Network and scalable Internet Access that will seamlessly link each individual site listed in the RFP. Blue Oak Charter School Inc will be able to exchange data at the proposed speeds from each site.

Comcast's proposal offers a flexible solution that is capable of meeting your demands. Other Comcast advantages include:

Performance

- Performance improvements and managed costs as compared to legacy WAN technologies like T1, Frame Relay, ATM, and private lines

Resilient, robust enhanced network to support your operations.

- Redundant core network architecture
- A network covering 184,000 fiber route miles

Highly reliable and scalable Ethernet data and Internet services tailored to meet your needs.

- Manageable services that grow with your business
- Bandwidth in flexible increments from 1Mbps to 100Gbps

Our Comcast Business Promise

- Dedicated Project Managers
- Proactive Monitoring to the Customer Premise
- 24x7 Dedicated Enterprise Support

Comcast is pleased to submit this proposal for advanced, efficient, and affordable high-bandwidth digital communications services and looks forward to developing a solid business relationship with you and to assisting your organization in addressing its communication needs. Comcast is confident that the solutions presented in this proposal will provide a cost-effective solution that supports business objectives and quality requirements and will enhance your overall communication services portfolio.

This proposal is valid for 90 days.

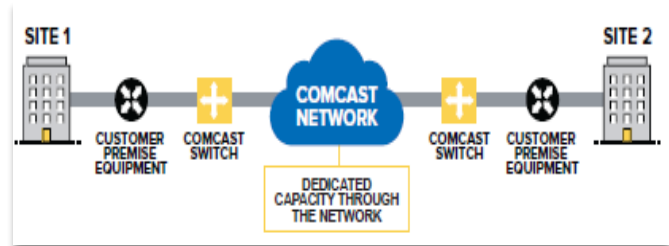
COMCAST BUSINESS

Solution Overview

Comcast is uniquely positioned to offer long-term value to support current and future technology requirements. Based on the requirements specified Comcast would specifically propose provisioning the following as a solution.

Comcast Ethernet Private Line Service

Comcast Ethernet Private Line Service is a reliable, flexible, high bandwidth alternative to traditional TDM Private Lines, enabling customers to connect their Customer Premises Equipment (CPE) using a low-cost Ethernet interface. Your organization can meet the demand of bandwidth-intensive applications without disrupting your internal customers' needs with flexible, scalable point-to-point configurations delivering high-capacity fiber connections between two sites.



Proposed Solution

The proposed solution was designed to enable demanding IP based applications. The network easily meets the infrastructure demands of bandwidth-intensive applications and limits the need to purchase or configure additional WAN technology. This service has very high availability so that interruptions are minimized.

This is a scalable and flexible service. With Comcast, your organization gets true any-to-any connectivity which allows traffic to move from any site to any other site within the network through a single Ethernet interface.

You will also have the ability to have a network solution that meets today's requirements but is capable of scaling to other locations or to meet future bandwidth demands. If, or when, you need additional network capacity, an upgrade agreement would be negotiated with Comcast and the billing terms would be specified in that agreement.

Comcast service can easily scale to accommodate new bandwidth requirements. Comcast has uniquely diverse routing, commonly physically disparate from most other Telco provider's networks. Bandwidth can be added very quickly, often within hours.

With Comcast, your organization will leverage our extensive fiber network for a reliable and scalable network and connection to the Tier 1 Internet backbone using a simple Ethernet interface that allows for true plug and play compatibility. Additionally, with Comcast there are no local loop charges, typical with other service providers.

Summary

At each of the locations specified in this response, Comcast will install network edge equipment that will facilitate the connection between your network and ours. As part of the service, Comcast will provide, monitor and maintain the edge devices. Comcast also provides web-based monitoring and reporting tools available 24x7 upon request.

With Comcast you will receive a trusted data transport solution from the largest broadband provider offering superior flexibility in configurations and pricing. Combine our years of commercial experience with leading edge innovative technology and service capabilities and differentiation among networking service providers becomes much clearer.

Additional Services Available

Comcast Business DDoS Mitigation Service

Comcast Business Ethernet Dedicated Internet (EDI) is enabled with threat defense and mitigation functionality to respond to DDoS volumetric and flood attacks.

Comcast Business DDoS Mitigation is a subscription-based network service that proactively detects DDoS attack traffic, alerts the customer when an attack is under way, and initiates mitigation to thwart the attacks. Comcast Business DDoS Mitigation Service provides real-time detection of volumetric and flood attacks such as UDP Floods, Web Flood, and DNS Application Floods.

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Comcast Security Operations works closely with the customer to provision the service based on customer and network information, preconfigure countermeasure options and run acceptance tests to enable effective mitigation before service activation. Comcast monitors the customer network traffic for a specified set of IP addresses to be protected. When a DDoS attack is identified, an alert is sent to the customer via email and/or SMS to notify them of the attack.

During the mitigation process, Comcast diverts the customer's traffic, including DDoS attack traffic directed at the customer servers, to scrubbing centers distributed across the U.S. to filter and remove malicious traffic matching specific attack vectors. Simultaneously, the clean legitimate traffic is forwarded to the customer's network and servers through the use of a secure tunnel. Comcast Business DDoS Mitigation enables continued uptime of the customer's Internet business services during a DDoS attack.

DDoS MITIGATION SERVICE OPTIONS

Comcast Business DDoS service options and the accompanying mitigation options are designed for customers' security sensitivities, attack frequency, and time period. Customers are mitigated 24x7x365 in the Comcast Business Security Operations Center.

A customer may choose from two subscription-based service options and associated mitigation options listed below.

Option 1: Incident-based Subscription

Your subscription includes an unlimited number of mitigation incidents in a given month with a per-incident mitigation charge. With this on-demand subscription level, you are required to turn DDoS mitigation on or off after receiving an alert notification. Once you authorize an incident, we initiate steps for detection and mitigation. And our SLA is within 15 minutes.

Option 2: Unlimited Subscription

Your subscription includes an unlimited number of mitigation incidents in a monthly billing cycle. No additional mitigation incident fees will be charged with this subscription level. With this option, there are two choices:

1. Automatic mitigation. SLA: Within 5 minutes
2. On-demand mitigation. SLA: Within 15 minutes

Managed Router

The Comcast Business Managed Router sits at the customer premises between the LAN and the network. Our router is available over internet circuits and can handle a variety of protocols to help you meet your performance requirements. The router includes a stateful firewall with standard templates or customization capabilities to meet your specific network requirements. Stateful inspection keeps track of each connection in the state table, with three standard capabilities: Disable, Normal and Strict.

Comcast Business SD-WAN

Comcast Business Software-Defined Wide Area Networking (SD-WAN) leverages our software-defined networking platform to deliver virtual network functions, creating a connectivity service that is highly available, application-oriented, simple to operate and cost-effective. A next generation virtual private network (VPN) over Internet transport, our SD-WAN solution tightly integrates a massively scalable set of virtual network functions for ease of operations and management.

At the core of Comcast Business SD-WAN are three key capabilities: VPN (securely encapsulating customer data), Internet security and firewall, and dynamic routing functions. It allows distributed enterprise WANs to be centrally configured, managed and pushed out to geographically dispersed locations consistently and cost effectively. SD-WAN reduces dependence on proprietary premises-based equipment and its expensive, labor-intensive management, while offering unprecedented levels of network agility.

Valuable features include application-based routing and local Internet breakout, the ability to support load balancing/failover between Comcast connections and customers' existing networks and the flexibility to support multiple WAN topologies, including any-to-any, hub and spoke and full mesh.

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Comcast Business Voice Services

Comcast Business offers a complete portfolio of voice services supported by one of the largest VoIP networks in the country. The Comcast Business Advanced Voice portfolio, which includes Comcast Business VoiceEdge™ and Comcast Business SIP and PRI Trunking, offers scalable solutions that build efficiency in any business.

COMCAST BUSINESS

Price Proposal

Comcast is pleased to provide the following pricing in response to this proposal.

Options: Ethernet Private Line Service (EPL):

Option	Bandwidth	A Loc	Z Loc	24 Month Term MRC	Non-Recurring Charge
1	1,000 Mbps	Blue Oak Charter School- 450 W East Ave Chico, CA 95926	Butte County Office of Education-1859 Bird St Oroville, CA 95965	\$2,200.00	\$0.00
2	2,000 Mbps	Blue Oak Charter School- 450 W East Ave Chico, CA 95926	Butte County Office of Education-1859 Bird St Oroville, CA 95965	\$2,600.00	\$0.00

Terms and Conditions— unless otherwise stated herein, this proposal is conditioned upon negotiation of mutually acceptable terms and conditions. **Proposal Pricing**—Pricing proposed herein *complies with USAC rules regarding Lowest Corresponding Price and* is based upon the specific product/service mix and locations outlined in this proposal, is subject to Comcast standard terms and conditions for those products and services and the Comcast E-Rate Rider unless otherwise stated herein. Any changes or variations in the standard terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

Technical Specifications

Ethernet Private Line Description

Service description

Comcast Ethernet Private Line (EPL) Service is a reliable, more flexible, higher bandwidth alternative to traditional TDM Private Lines. The service enables customers to connect their Customer Premises Equipment (CPE) using a lower cost Ethernet interface. EPL enables customers to use any VLANs or Ethernet control protocol across the service without coordination with Comcast.



EPL provides one Ethernet Virtual Connection (EVC) between two customer locations. EPL offers three Classes of Service (CoS): Basic, Priority, and Premium. CoS options enable customers to select the CoS that best meets their applications' performance requirements. The service is offered with 10Mbps/100Mbps, 1Gbps, 10Gbps and 100Gbps Ethernet User-to-Network Interfaces (UNI) and is available in speed increments from 1Mbps to 100Gbps.

Comcast's Ethernet Private Line Service is Certified MEF Compliant.

Section 1. Technical specifications

1.1 Ethernet User-to-Network Interface. The service provides bidirectional, full duplex transmission of Ethernet frames using a standard IEEE 802.3 Ethernet interface. Figure 1 lists the available UNI physical interfaces, their associated Committed Information Rate (CIR) bandwidth increments and the Committed Burst Sizes (CBS).

UNI Speed	UNI Physical Interface	CIR Increments	CBS (bytes)
100Mbps	100BaseT	1Mbps	25,000
1Gbps	1000BaseT or 1000BaseSX	10Mbps	250,000
10Gbps	10GBASE-SR or 10GBASE-LR	100Mbps	2,500,000
		1Gbps	25,000,000
100Gbps	100GBASE-LR4	10Gbps	25,000,000

Figure 1: Available UNI interface types and CBS values for different CIR Increments

1.2 Class of Service Options. The service offers three CoS options. The CoS options allow for differentiated service performance levels for different types of network traffic. It is used to prioritize customer mission-critical traffic over lesser priority traffic in the network. The customer must specify a CIR for each CoS to indicate how much bandwidth should be assigned to it. Figure 2 lists the service performance objectives associated with On-Net (for distances within 250 network miles) and Off-Net Services. Only Basic or Priority CoS are permissible for On-Net and Off-Net services delivered via the Comcast Hybrid Fiber Coax (HFC) Network. Locations delivered via Off-Net Services will only guarantee the CoS value for the On-Net portion of the service. However, the end-to-end service will honor the committed performance tier metrics.

Performance Objective	Class of Service (CoS)		
	Premium	Priority	Basic
Services (< 250 miles)			
Latency (one way)	< 12ms	< 23ms	< 45ms
Latency (Fiber-only, PT1)	7ms	N/A	N/A
Jitter (one way)	< 2ms	< 10ms	< 20ms
Packet Loss (one way)	< 0.001%	< 0.01%	< 1%
Availability (On-Net and Off-Net Services delivered via Fiber)	> 99.99%	> 99.99%	> 99.99%
Availability (On-Net Services delivered via HFC Network)	N/A	> 99.9%	> 99.9%
Availability (Off-Net Services delivered via Non-Fiber)	> 99.9%	> 99.9%	> 99.9%

Figure 2: CoS Performance Objectives

1.3 CoS Identification and Marking. Customers must mark all packets using 802.1p CoS values as specified in Figure 3 to ensure the service will provide the intended CoS performance objectives specified in Figure 2. Locations delivered via On-Net or Off-Net Services delivered via the HFC Network will only honor Basic or Priority CoS values. All other values will be treated as Basic.

CoS	802.1p
Premium	5
Priority	2-3
Basic	0-1

Figure 3: CoS Marking

1.4 Traffic Management. Comcast's network traffic-policing policies restrict traffic flows to the subscribed CIR for each service class. If the customertransmitted bandwidth rate for any CoS exceeds the subscription rate (CIR) and burst size (CBS), Comcast will discard the non-conformant packets. For packets marked with a non-conformant CoS marking, the service will transmit them using the Basic service class without altering the customer's CoS markings.

1.5 Maximum Frame Size. Services delivered via Fiber support a Maximum Transmission Unit (MTU) frame size of 1600 bytes to support untagged, tagged and Q-in-Q traffic with 802.1q or 802.1ad encapsulation types. Services delivered via On-Net Fiber can, upon request, support a MTU up to 9100 bytes to support untagged, tagged and Q-in-Q frame sizes. Services delivered via Off-Net Fiber may, upon request, support a MTU up to 9100 bytes to support untagged, tagged and Q-in-Q frame sizes, but only, and solely, to the extent the applicable Off-Net provider can support such MTU frame size. Services delivered via HFC support a Maximum Transmission Unit (MTU) frame size of 1522 bytes. All frames that exceed specifications shall be dropped.

1.6 VLAN Tag Preservation. The service supports IEEE 802.1Q VLAN-tagged customer packets. All customer VLAN IDs and priority code points (IEEE 802.1p) for CoS are transmitted and received unaltered by the service. Untagged packets are mapped to the native VLAN specified by customer. Customers may configure their own VLANs on their customer owned CPE without coordination with Comcast. Comcast may reserve one VLAN for network management purposes.

1.7 Ethernet Service Frame Disposition. The service delivers all service frames associated with the EVC unconditionally across the network as specified in Figure 4.

Service Frame Type	Service Frame Delivery
Unicast	All frames delivered unconditionally
Multicast	All frames delivered unconditionally
Broadcast	All frames delivered unconditionally

Figure 4: Service Frame Delivery Disposition

1.8 Layer 2 Control Protocol (L2CP) Processing. Certain L2CP frames are discarded at the UNI, tunneled across the Comcast network or peered at (processed by) the UNI. Refer to Figure 5 for Comcast's L2CP disposition. For L2CPs with multiple disposition possibilities, the customer must specify to Comcast which disposition should be taken. The default disposition is to discard these L2CP service frames.

COMCAST BUSINESS

Destination MAC Address	Layer 2 Control Protocol	L2CP Frame Disposition
01-80-C2-00-00-00	STP, RSTP, MSTP	Tunnel (All UNIs)
01-80-C2-00-00-01	PAUSE	Discard (All UNIs)
01-80-C2-00-00-02	LACP, LAMP	Discard (disposition specified per UNI)
01-80-C2-00-00-02	Link OAM	Peer or Discard (disposition specified per UNI)
01-80-C2-00-00-03	802.1X	Tunnel (All UNIs)
01-80-C2-00-00-07	E-LMI	Tunnel (All UNIs)
01-80-C2-00-00-0E	LLDP	Tunnel (All UNIs)
01-80-C2-00-00-20 through 01-80-C2-00-00-2F	GARP, MRP	Tunnel (All UNIs)

Figure 5: L2CP Frame Disposition

Section 2. Monitoring, technical support and maintenance

2.1 Network Monitoring. Comcast monitors all Comcast Services purchased by a customer on a 24x7x365 basis.

2.2 Technical Support. Comcast provides customers a toll-free trouble reporting telephone number to the customer Enterprise Technical Support (ETS) that operates on a 24x7x365 basis. Comcast provides technical support for service-related inquiries. Technical support will not offer consulting or advice on issues relating CPE not provided by Comcast.

2.3 Escalation. Reported troubles are escalated within the Comcast ETS to meet the standard restoration interval described in the Service Level Objectives. Troubles are escalated within the Comcast ETS as follows: Supervisor at the end of the standard interval plus one hour; to the Manager at the end of the standard interval plus two hours, and to the Director at the end of the standard interval plus four hours.

2.4 Maintenance. Comcast's standard maintenance window is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance is performed during the maintenance window and will be coordinated between Comcast and the customer. Comcast provides a minimum of forty-eight (48) hour notice for non-service impacting scheduled maintenance. Comcast provides a minimum of seven (7) days notice for service impacting planned maintenance. Emergency maintenance is performed as needed.

Section 3. Service Level Objectives

Comcast provides Service Level Objectives for the service, including network availability, mean time to respond, and mean time to restore. The service objectives are measured monthly from the Comcast point of demarcation.

3.1 Availability. Availability is a measurement of the percentage of total time that the service is operational when measured over a 30 day period. Service is considered "inoperative" when either of the following occurs: (i) there is a total loss of signal for the service, (ii) output signal presented to the customer by Comcast does not conform to the technical specifications in Section 1.

3.2 Mean Time to Respond. Mean Time to Respond is the average time required for the ETS to begin troubleshooting a reported fault. The Mean Time to Respond objective is fifteen (15) minutes upon receipt of a fault notification or from the time a trouble ticket is opened with the ETS.

3.3 Mean Time to Restore. Mean Time to Restore is the average time required to restore service to an operational condition as defined by the technical specifications in Section 1 of this document. The Mean Time to Restore objective is four (4) hours for electronic equipment failure or six (6) hours for fiber optic facilities failure from the time a trouble ticket is opened with the ETS.

Section 4. Customer responsibilities

Comcast provides CPE for provisioning its services and the delivery of the UNI. Comcast will retain ownership and management responsibility for this CPE. As a result, the CPE must only be used for delivering Comcast services. Customers are required to shape their egress traffic to the contracted CIR.

Customers have the following responsibilities related to the installation, support, and maintenance of the Service.

4.1 Provide an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit. Humidity shall not exceed ninety (90) percent at eighty-five (85) degrees Fahrenheit.

4.2 Provide secure space sufficient for access to one (1) standard, freestanding, equipment cabinet at each of the customer facilities, no further than fifty feet from the customer router or switch interface.

4.3 Provide outside cable entry conduit(s), entry cable ground point, and internal building conduit to allow Comcast the ability to rod/rope a fiber optic cable to the point of demarcation.

4.4 Locate and mark all private underground utilities (Water, Electric, etc.) along path of new underground placement not covered by utility companies.

4.5 Provide a pull rope in any existing duct that Comcast is to use and ensure existing duct is serviceable for Comcast use.

4.6 Obtain 'right-of-way' entry easement for Comcast facilities and equipment from property owners at each customer location.

4.7 The customer is responsible for coring of the building's outside wall and internal walls. Upon request, Comcast can perform this activity on an 'as needed' basis for an additional one-time fee.

4.8 Provide UPS AC power equipment, circuit sizing to be determined, if applicable.

4.9 Emergency local generator backup service, if applicable.

4.10 Provide access to the buildings and point of demarcation at each customer location to allow Comcast and its approved Contractors to install fiber for service installation. Provide access to each location for regular (8am - 5pm) and emergency (24 hour) service and maintenance of Comcast's equipment and facilities.

4.11 Provide, install and maintain a device that is capable of routing network traffic between the Service and the customer's Local Area Network (LAN).

4.12 Customer must provide a point of contact (POC) for installation, service activation and any maintenance activities.

Section 5. Definitions

5.1 Latency. Latency, also known as Frame Delay, is defined as the maximum delay measured for a portion of successfully delivered service frames over a time interval.

5.2 Jitter. Jitter, also known as Frame Delay Variation, is defined as the short-term variations measured for a portion of successfully delivered service frames over a time interval.

5.3 Packet Loss. Packet Loss, also known as Frame Loss, is the difference between the number of service frames transmitted at the ingress UNI and the total number of service frames received at the egress UNI.

COMCAST BUSINESS

Solution Provisioning and Project Plan

Typical site installations may take anywhere from 60 to 90 days for completion. Throughout the duration of the project a dedicated Comcast account team will be in contact providing status and answering any questions you may have.

Project Kickoff Meeting

Comcast Business Communications, LLC project management team will conduct a “Customer Implementation Call” to discuss the overall project. Each location will be discussed for accuracy in terms of relay rack space, appropriate power, etc.

Comcast Service Delivery Major Milestones:

- **Outside and Inside Surveys** – Comcast will conduct outside plant and customer site surveys.
- **Permits & Right of Entry Agreements** – Comcast will obtain required permits and work with property owner to obtain Right of Entry/Access agreements.
- **Service Configurations** – Comcast National Team will implement Network Core Configurations.
- **Outside and Inside Fiber/Coax Construction** – Comcast will complete outside and inside construction.
- **Customer Premise Equipment Installation/Plant Test Date (PTD)** – Comcast will dispatch to the customer's premise to install CPE, connect CPE to Fiber, and call Comcast Test & Turn-up to complete plant test.
- **Firm Order Commit (FOC)** – Comcast Service will be available to the customer. **FOC is 90 calendar days from customer signature.**

Comcast Responsibilities:

- Construct all OSP and ISP fiber optic cabling up to the agreed upon locations from the site survey forms and connect locations.
- Call for locates of public utilities in the right of way.
- Restoration of disturbed grounds.
- Assemble, configure and install all Comcast provided network equipment on customer premise.
- Test and verify all appropriate fiber connections.
- Test and verify all appropriate data interfaces/connections and verify throughput.
- Provide 24x7x365 network monitoring.
- Provide contact list information including escalation procedures and NOC information.
- Provide documentation detail services including customer network interface drawings.
- If applicable, provide any additional agreements per site survey document.

Detailed information regarding the customer responsibilities is available in the Technical Specifications section of the proposal.

Additional information can be provided upon request.

COMCAST BUSINESS

Company Overview

Comcast Corporation was founded in 1963 as a single-system cable operator and is now one of the nation's largest with over \$103 billion in revenue in 2020. Comcast is one of the nation's leading providers of information, communications and entertainment products and services with over 28.4 million Internet customers, 9.6 million voice customers, 19 million video customers and 2.4 million business customers.

With over 168,000 employees, we currently serve 20 of the top Metropolitan Statistical Areas (MSAs) in the U.S. and provide service to customers in 39 states and the District of Columbia. Approximately 82,000 employees are associated with our cable communications business and 10,400+ employees are dedicated to business services.

Our high-speed, high-capacity broadband and Ethernet services operate across our advanced network. With over 184,000 national route miles of fiber, our network is the largest facilities-based last mile alternative to the phone company.

With the first and largest fully 40G backbone, and the deployment of the first 100G router interface, Comcast's advanced network delivers reliable and scalable services for businesses of any size.

Diverse Network with National Reach



Comcast Business Communications, LLC is a unit of Comcast Corporation, owner of one of the largest cable communication companies in the United States and headquartered in Philadelphia. Building upon Comcast and its subsidiaries' reputation as pioneers in developing innovative communications products and services for consumers, Comcast Business is bringing innovative technology and service capabilities to businesses, government, and educational organizations within Comcast Cable markets.

COMCAST BUSINESS

Comcast Business leverages and augments Comcast's network with next-generation optical and access technologies to offer Internet and other data services directly to commercial customers. An advanced network, delivering unmatched broadband capacity, and a commitment to customer service, enables Comcast Business to deliver superior broadband services to a range of businesses and organizations — small, medium, and large.

Consistent with Comcast Business' strategy to deliver unprecedented bandwidth, network reach, and a superior customer experience, Comcast Business has made significant investments in its technologies, business, and operating support systems, as well as network professionals. These investments have resulted in scalable services, an advanced network, and superior service levels for those businesses and organizations served in the Comcast Business markets. Also, the extensive footprint of the network allows Comcast Business to deliver coaxial and fiber capacity to many business locations that have been historically underserved by other network providers.

Among the services that Comcast Business and its affiliates provide are several that they have helped pioneer, including high-speed commercial cable-modem-based Internet services.

For more information on Comcast Business visit <http://business.comcast.com/about-us/comcast-business>.

Diversity, Equity, and Inclusion (DE&I)

At Comcast NBCUniversal, we strive to make every employee feel valued and respected for who they are and the unique contributions they make. We believe that a diverse and inclusive company is a more innovative and successful company, which is why we aim to infuse diversity, equity, and inclusion (DE&I) into all aspects of our culture and our business. For us, DE&I is not a program — it is a central element of our credo and our DNA. Our approach to DE&I is focused on five key pillars: Governance, Workforce, Supplier Diversity, Programming, and Community Impact.

Supplier Diversity

Comcast NBCUniversal is widely recognized for our robust Supplier Diversity program, and in 2015 we became the first media and technology company inducted into the Billion Dollar Roundtable. We have more than 3,000 minority-owned businesses in our supplier network, including businesses owned by women, people of color, veterans, individuals with disabilities, and LGBTQ individuals. Since 2011, we have spent more than \$22.7 billion with diverse Tier I suppliers, and nearly \$2.9 billion with diverse Tier II suppliers since 2012.

Community Impact

We have a long history of supporting local communities and organizations wherever we do business. We use our voice, resources, and reach to create positive and substantive change in people's lives in our communities. Every day, we roll up our sleeves, reach out to our neighbors and work hard to make a difference in the communities we serve. We open young people's eyes to possibilities through partnerships with organizations like Big Brothers Big Sisters of America, Boys & Girls Clubs of America, and City Year.

Another example of our involvement in the community includes our Internet Essentials Program, which was launched in 2011 to help bridge the digital divide, offering low-income families affordable high-speed broadband service and partnering with local school districts and nonprofits to provide digital literacy training. To date, Internet Essentials has connected a cumulative total of [more than 10 million Americans](#) to all the opportunities the Internet has to offer — from education and job skills training to healthcare resources.

Sustainability

We believe in protecting the environment where we live and work, so we have a sustainable planet now and in the future. Across our businesses, we are working to improve our footprint by minimizing our greenhouse gas (GHG) emissions, sourcing more renewable energy, reducing waste, and increasing our energy efficiency, among other efforts.

Additional information regarding Comcast's DE&I, Community Impact, and Sustainability initiatives are available at: <https://corporate.comcast.com/impact>

COMCAST BUSINESS

Financial Qualifications

Comcast Business is a wholly owned, indirect subsidiary of Comcast Corporation, from which Comcast Business receives its funding. As such, Comcast Business is not publicly held and does not release stand-alone financial results or associated financial information, except in limited circumstances to the extent required by law, and then, only under seal or a proprietary protective order. Please refer to the publicly filed external consolidated Comcast Corporation financial statements and earnings press releases posted on the Comcast Corporate web page: <https://www.cmcsa.com/financials/annual-reports>.

Awards and Honors



Over the years, Comcast Business has been credited with a number of awards for excellence in the services and support we provide. In 2015, Comcast Business received the MEF Enterprise Application of the Year for Education. This award recognizes the most innovative use of Carrier Ethernet (CE) services to meet the requirements of education-related applications. Comcast Business is the first carrier in the world to be MEF CE 2.0 certified, leading the industry and demonstrating our commitment to enterprises.

Additional information regarding Comcast's industry awards is available at <https://business.comcast.com/awards>

General Information

Legal Name of Business	Comcast Business Communications, LLC (CBC)
Ownership Structure	Limited Liability Corporation and Wholly owned subsidiary of Comcast Corporation
Years in Business	CBC began offering services to small businesses in 2006.
Corporate Officers	Terrence J. Connell, Senior Vice President Shawn Adamson, Vice President Michael D. Maloney, Vice President
Accounting & Disbursements	Michael Salvia, Vice President, Finance
FEIN	23-1709202 (Comcast Cable Communications Management, LLC)
Bank Reference	Wells Fargo 101 North Independence Mall East Philadelphia, PA 19106 JP Morgan Chase Bank, N.A. 14800 Frye Road Fort Worth, TX 76155-2732

COMCAST BUSINESS

E-Rate Overview

Working Knowledge of Federal Universal Service Programs for Schools and Libraries

Comcast is an active partner in the education community and has helped thousands of school districts close the gap between the communication services they have and the advanced network services they need. E-Rate-eligible Ethernet network services can enable the future of education by providing high-speed network access to applications that are hosted elsewhere.

Comcast has a successful record of working with schools and libraries that receive funding under the federal Universal Service Support Mechanism for Schools and Libraries ("E-Rate Program"). Comcast provides E-Rate eligible services through its applicable operating affiliates and subsidiaries identified throughout this Network Services Proposal as "Comcast". We hereby certify that we are listed as a Telecommunications Service Provider (as the Federal Communications Commission defines that term), eligible to provide Universal Service – supported services under the (E-Rate Program). Comcast certifies that it (a) provides the telecommunication services described herein on a common carriage basis, and (b) is fully authorized to participate in the E-Rate Program as a Telecommunications Services Provider.

Working Knowledge of USF and CTF Programs

Comcast has working knowledge and a successful record of working with school districts that receive funding under the Federal Universal Service Support Mechanism for Schools and Libraries ("E-Rate Program") and the California Teleconnect Fund (CTF).

Agreement of Participation

Comcast agrees to comply with the written request of the Applicant (as defined by USAC), its agency, organization and or consultant administering, E-Rate on the Entity's behalf. Comcast reserves the right to request a LOA, (Letter of Agency) that such party is authorized to receive information on behalf of the Entity (as defined by USAC).

Information and Documentation

Comcast agrees to provide requested information and or documentation to the Applicant, its agency, organization and or consultant administering, E-Rate on the Applicants behalf within a commercially reasonable period of time.

Reimbursement Process

Each funding year, applicants are required to notify Comcast of their invoicing mode selection through completion of the Comcast E-Rate Reimbursement Form. Applicants should contact Erate_Funding@cable.comcast.com to request a copy of this form each year. Applicants who select BEAR Reimbursement are required to file a FCC Form 472 (Billed Entity Applicant Reimbursement (BEAR) Form) providing they have paid in full for the services and are requesting to be directly reimbursed by USAC for the discounted amount. It is the applicant's responsibility to file a BEAR form online through the Schools and Libraries E-Rate Productivity Center (EPC) system. Billed entities will receive payment directly to their bank account. In order to begin direct BEAR payments, the applicant must have completed an FCC Form 498 to obtain an applicant 498 ID. Applicants who select the SPI Reimbursement method will be invoiced for the non-discounted amount (the applicant's share of the cost). The applicant is required to pay the non-discounted portion of the cost for services.

Service Provider Identification Number (SPIN)

SPIN	Service Provider Name	499 Filer
143003990	Comcast Business Communications, LLC	Y
143035551	Comcast IP Phone, LLC	Y
143034516	Comcast Phone, LLC	Y
143013564	Comcast Cable Communications, LLC	N

FCC Registration Number (FRN)

The Comcast Business Communications, LLC FCC Registration Number, or FRN, is 0004321725.

COMCAST BUSINESS

Operations

Comcast provides high-quality service and effective maintenance of our network and customer base in several key business areas. These include Network Operations and Field Operations. Comcast strongly suggests that all personnel involved in the decision process visit the network operations facilities of each of the bidders as part of the evaluation process.

Network Operations

The Network Operations organization provides superior customer care, which includes monitoring, troubleshooting, and resolution through its advanced 24x7x365 Network Operations Center (NOC) with two redundant Customer Care Centers in Colorado and Illinois. Each is staffed to answer any questions, perform changes to existing services and assist with technical troubles. The Customer Care Centers are staffed with Enterprise Tier II and Tier III repair groups, easily facilitating higher level technical support. The NOC continuously monitors the network equipment, service health, and performance of the Comcast network, responds to network events and service degradations, dispatches local field technicians, and informs customers of service issues, in many cases before the customer has noticed the problem.

The NOC maintains a dedicated staff of Installers, Engineers (up to Eng4) and NOC technicians who are trained and committed to supporting the demands of our customers. The staff has proficiencies in an array of networks, tools, systems, processes, and technologies. We have dedicated trainers, a process team, metrics analysts, and a QA program. Our team of engineers and technicians have earned industry and specific vendor equipment certifications.

One-Stop-Shop – Care for all levels of Business products.

Planned Maintenance – Seven-day advanced notice to Metro Ethernet and Advanced Voice Customers which include Trunking and Hosted PBX products.

Dedicated Project Managers for accurate and timely delivery of all Comcast products. Project Managers are your single Point of Contact.

Proactive Monitoring at the customer premise level allows quick resolution to network issues with fast response times. Comcast will generate a ticket if an alarm has been triggered on our network.

Enterprise Monitoring - Comcast has a robust set of tools to detect and isolate faults from network infrastructure to CPE issues.

Field Operations

The role of Field Operations in Comcast is two-fold. First, Field Operations provides an effective field presence for technical support of our core network. They perform on-site repairs and troubleshooting on a daily, ongoing basis and dispatch field technicians to support our voice switches and other hardware. These field crews are the “on-site” presence to remedying any network trouble.

Second, Field Operations provides leadership for customer installations. Field Operations Project Coordinators are assigned to each new account to singularly manage the local work required for each install. The Project Coordinator manages the dispatch of local technicians to install switches, routers, servers, and other equipment on the company side of the company/customer demarcation point.

Network Security

The Comcast Information Security Policy set defines the rules and processes that protect the information resources of Comcast. This set consists of supporting policies and standards including, but not limited to, Access Control, Business Continuity, Content Protection, Network Security, Physical and Environmental Security, etc. The policies for cybersecurity are reviewed at planned intervals, or if significant changes occur, to ensure their continuing suitability, adequacy, and effectiveness.

COMCAST BUSINESS

Comcast employs both high-touch and high-tech strategies to protect our systems from attack. We geographically disperse our internet points of presence so that critical applications continue to function in the event of a catastrophe. In addition, all Comcast data centers, operations centers and other key buildings and assets are subject to both physical security checks and related monitoring.

We use the latest cyber security technologies -- from intrusion detection and prevention systems, anti-virus technology, and content controls at web and email gateways, to cryptographic keys, digital certificates, and caching devices. Systems and activities are continuously monitored via 24x7x365 network and security operation centers to prevent, detect, and respond to cybersecurity events.

Every day, our Cyber Security team is tasked with addressing vulnerabilities, applying security patches and managing any significant incidents.

Network Management Reporting

Comcast Business provides customers access to a web-based portal that is a central location where customers can view and manage their Ethernet services. Through the portal, customers can view their Ethernet sites and services including UNI ID, EVC ID, port speed, access type, bandwidth, and Class of Service (CoS). Additionally, customers can view historical performance data including latency, packet loss, jitter, availability, and utilization. Customers are given a secure web login to review the external reporting data at their convenience.

Comcast Escalation Procedures

NOC End User Support and Escalation Procedures

The NOC is organized with a standard 3-tier escalation configuration with automatic escalation intervals. Tier 4 support is escalated to Comcast's Network Engineering Department. The NOC is staffed 24x7x365. Technicians remain on call 7x24 to assist with major problems. The NOC may also dispatch technicians 7x24.

As part of the onboarding process, customers are provided with escalation procedures and contact information. Reported troubles are escalated within Enterprise Technical Support (ETS) to meet the response/restoration objectives described below (Service Level Objectives). Service issues are escalated within Comcast ETS as follows:

- to a **Supervisor** at the end of the applicable objective time interval plus one (1) hour;
- to a **Manager** at the end of the applicable objective time interval plus two (2) hours,
- and to a **Director** at the end of the applicable objective time interval plus four (4) hours.

Customers are welcome to request to speak with a supervisor or manager at any time.

Service Level Objectives

In the event of a service interruption, Comcast shall use commercially reasonable efforts to respond to the service interruption and to clear the service interruption within the time frames set forth below. Comcast shall notify customer that Comcast has dispatched its personnel to effect restoration and repair and shall inform customer when service has been restored.

Category	Objective
Comcast Core Network Availability	99.99%
Mean Time to Respond Telephonically to Call	15 minutes
Mean Time to Restore Comcast On-Net Equipment	4 hours
Mean Time to Restore Off-Net Equipment	4 hours
Mean Time to Restore On-Net Services	6 hours
Mean Time to Restore Off-Net Services	6 hours

COMCAST BUSINESS

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 1717 Arch Street Philadelphia, PA 19103-2797 Attn: Comcast.Certs@marsh.com Fax: 212-948-0380		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED COMCAST CORPORATION ONE COMCAST CENTER 1701 JOHN F. KENNEDY BLVD. PHILADELPHIA, PA 19103		INSURER(S) AFFORDING COVERAGE	
		INSURER A : ACE American Insurance Company	
		INSURER B : Indemnity Ins Co Of North America	
		INSURER C : ACE Property And Casualty Ins Co	
		INSURER D : ACE Fire Underwriters Ins. Co.	
		INSURER E :	
INSURER F :		NAIC #	

COVERAGES **CERTIFICATE NUMBER:** CLE-005525822-27 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			XSL G72480922	12/01/2021	12/01/2022	EACH OCCURRENCE \$ 14,900,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 14,900,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 14,900,000 GENERAL AGGREGATE \$ 60,000,000 PRODUCTS - COMP/OP AGG \$ 15,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25542964	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 15,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			XEU G27924840 007	12/01/2021	12/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C68917943 (AOS)	12/01/2021	12/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
D				WLR C68917980 (CA, MA)	12/01/2021	12/01/2022	E.L. EACH ACCIDENT \$ 2,000,000
				SCF C68918066 (WI)	12/01/2021	12/01/2022	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Excess Workers Compensation			WCU C68918029 (WA)	12/01/2021	12/01/2022	Ea Acc/Dis Employee/Dis Policy \$ 2,000,000 SIR \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER COMCAST BUSINESS COMMUNICATIONS, LLC ONE COMCAST CENTER 1701 JOHN F. KENNEDY BLVD. PHILADELPHIA, PA 19103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
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ACORD 25 (2016/03)

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References

Aspire Public Schools

Joe Regueiro, Director of IT
Information Technology Department
323-219-9544
joe.regueiro@aspirepublicschools.org

Visalia Unified School District

Adam Brown, Systems Manager II
Technological Services
559-622-3100
adam@vusd.org

Patterson Unified School District

Nicholas De Paul
Director of Information Technology
209-895-7716

Folsom Cordova Unified School District

Dave Stone
1965 Birkmont Drive
Rancho Cordova, CA 95742
916-294-9025

Comcast Account Team

Customer Relationship

Alex Geronimo
Strategic Enterprise Account Manager
925-605-6068
alex_geronimo@comcast.com

Technical Matters

Rick Chatoian
Sales Engineer
415-505-6888
rick_chatoian@cable.comcast.com

Management

Ronald Speno
Director
925-724-9005
ronald_speno@comcast.com

COMCAST BUSINESS

Appendix

Service Agreement (E-Rate)

This Service Agreement ("Agreement") is entered into on [Insert Month] [Insert Day], 20[Insert Year] ("Effective Date") by and between Comcast Cable Communications Management, LLC, a Delaware limited liability company, on behalf of itself and its applicable operating affiliates and subsidiaries offering Service(s) as identified below, with offices located at 1701 JFK Blvd., Philadelphia, PA 19103 and [Insert Customer's Form 470 Name] ("Customer"), with offices located at [Insert Customer Form 470 Address].

This Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its applicable operating affiliates and subsidiaries (identified above, "Comcast") will provide communications and other Service(s) to the above Customer. This Agreement consists of this document ("Service Agreement Cover Page"), the Comcast General Terms and Conditions for E-Rate ("General Terms and Conditions"), Sales Order(s), the Product Specific Attachment(s) applicable to the ordered Service(s) ("PSA(s)") and any written amendments to the Agreement and executed by both parties, if any ("Amendment(s)"), collectively referred to as the Agreement. In the event of an explicit inconsistency among these documents, precedence will be given in the following order: (1) Amendment(s), (2) PSA(s), (3) General Terms and Conditions, (4) this Service Agreement Cover Page, and (5) Sales Order(s). The PSA(s) are located at <https://business.comcast.com/terms-conditions-ent> (or any successor URL). Use of the Service(s) is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <https://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the High-Speed Internet for Business Privacy Policy ("Privacy Policy") located at <https://business.comcast.com/privacy-statement-new> (or any successor URL). Comcast may update the PSA(s), AUP and Privacy Policy from time to time upon posting to the Website. This Agreement shall commence and become a legally binding agreement upon the mutual execution of this Service Agreement Cover Page by the parties. The Agreement shall terminate as set forth in the General Terms and Conditions. All capitalized terms not defined on this Service Agreement Cover Page shall have the definitions given to them in the General Terms and Conditions.

As set forth in the Sales Order(s) attached hereto, the following Services shall be provided to Customer by Comcast:

[Spell out # of circuits] [Insert #] [Insert Bandwidth] Mbps Ethernet Dedicated Internet ("EDI") Service(s) circuit(s).

[Spell out # of circuits] [Insert #] [Insert Bandwidth] Mbps Ethernet Network Service(s) ("ENS") circuit(s).

[Spell out # of circuits] [Insert #] [Insert Bandwidth] Mbps Ethernet Private Line ("EPL") Service(s) circuit(s).

[Spell out # of circuits] [Insert #] [Insert Bandwidth] Mbps Ethernet Virtual Private Line ("EVPL") Service(s) circuit(s).

Term (Months): [Spell out No.] ([Insert No.])	Agreement Number: [State-FLast-MMDDYY-CM-No./FY22]
Non-Recurring Charges (NRC): \$[Insert NRC]	Monthly Recurring Charges (MRC): \$[Insert MRC]
Custom Installation Charge ("CIC"): \$[Insert CIC] (Amortized at \$[Insert Amortized Price - if applicable] per month for the initial Service Term)	
Number of Service Location(s): [Spell out No.] ([Insert No.])	Estimated Service Commencement Date: On or after July 1, 2022
Notes / Comments: 1. E-Rate funding, if applicable, to be sought solely by Customer. 2. The Service(s) specified herein shall be provided by Comcast Business Communications, LLC. The Comcast Business Communications, LLC SPIN No. is 143003990. EDI, EPL, EVPL, ENS 3. The Service(s) specified herein shall be provided by the applicable state affiliate of Comcast Phone, LLC. The Comcast Phone, LLC SPIN No. is 143034516. INTRASTATE ONLY	
Salesperson: [Insert Name]	Telephone Number: [Insert Phone Number]
Sales Director: [Insert Name]	Telephone Number: [Insert Phone Number]
Customer Contact: [Insert Customer Name]	Telephone Number: [Insert Phone Number]

Customer, by signing below, agrees and accepts the terms and conditions of this Agreement.

[Insert Customer Name] Comcast Cable Communications Management, LLC

Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES GENERAL TERMS AND CONDITIONS FOR E-RATE ("General Terms and Conditions")

ARTICLE 1: DEFINITIONS

For purposes of these General Terms and Conditions, the following terms shall have the meanings specified below.

Affiliate: With respect to each party, any entity that controls, is controlled by, or is under common control with such party. For the purposes of this definition, "control" shall mean ownership of at least fifty percent (50%) of the voting stock or other voting ownership interest in an entity.

Agreement: Collectively, these General Terms and Conditions, the Service Agreement (E-Rate) Cover Page executed by the Customer and accepted by Comcast, any applicable Product Specific Attachment, and each binding Sales Order and/or Statement of Work.

Comcast: The operating Affiliate of Comcast Cable Communications Management, LLC that provides the Services. References to Comcast in Article 5 and Article 6 shall also include its Affiliates and their respective directors, officers, and employees.

Comcast Equipment: Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver the Services. Notwithstanding the foregoing, inside telephone wiring within a Service Location, whether or not installed by Comcast, shall not be considered Comcast Equipment.

Confidential Information: All information regarding either party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential" or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the foregoing, Confidential Information shall include, even if not marked, the Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance), and invoices, as well as the parties' communications regarding such items. Confidential Information does not include any data transmitted over or through the Services.

Customer: The entity named on the Service Agreement (E-Rate) Cover Page.

Customer-Provided Equipment: All facilities, equipment, and devices supplied by Customer, or by a party not contracted by Comcast, for use in connection with the Services.

Network: The Comcast Equipment, fiber optic, or coaxial cable associated with electronics and other equipment used to provide the Services, including any such equipment not located on or at the Service Location(s).

Product Specific Attachment(s) or PSA(s): The additional terms and conditions applicable to each of the Services.

Sales Order: An order form for the provision of Services to a Service Location(s) on (a) the then-current Comcast form designated for such purpose or (b) such other form, or in such other manner, as may be agreed upon by the parties. Each Statement of Work shall be considered a Sales Order.

Service(s): Service(s) provided by Comcast pursuant to a Sales Order or Statement of Work. All Services provided under the Agreement are for commercial, non-residential use only. Except as expressly provided in a Sales Order, Statement of Work, or PSA, all Services provided under the Agreement are for domestic use only.

Service Commencement Date: With respect to each Service, "Service Commencement Date" shall have the meaning specified in the PSA applicable to such Service or in the Statement of Work, it being understood that a single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

Service Location(s): The Customer location(s) where Comcast provides the Services.

Service Term: As specified in a Sales Order or Statement of Work, the duration of time (which shall commence on the Service Commencement Date) for which Services are ordered.

Statement of Work (SOW): The specific terms under which Comcast will provide certain customized services to Customer, including all attached appendices and exhibits, if any.

Termination Charges: Charges that may be imposed by Comcast upon early termination of a Service as specified in the applicable PSA.

Website: The Comcast website where the General Terms and Conditions, PSAs, the Privacy Policy, and the AUP are posted. The current URL for the Website is <https://business.comcast.com/terms-conditions-ent> (as the same may be updated by Comcast from time-to-time).

ARTICLE 2. DELIVERY OF SERVICE

2.1 Orders. To request Service at a Service Location(s), Customer may request from Comcast a Sales Order or SOW. If Customer wishes to move forward with the provision of the requested Service(s), Customer shall sign and return the Sales Order or SOW to Comcast, at which time it will become binding, subject to an engineering review. Each Sales Order or SOW submitted by Customer may be subject to an engineering review which will determine whether and to what extent the Network must be extended, built, or upgraded in order to provide the ordered Services. After any such engineering review, Comcast will provide Customer written notification in the event Service installation at any Service Location will require an additional non-recurring installation

COMCAST BUSINESS

fee ("Custom Installation Fee" or "Construction Charges"). Notwithstanding anything to the contrary contained in this Article 2.1, Customer shall have thirty (30) days from receipt of such notice to reject the Custom Installation Fee and terminate the affected Service Location(s). In addition to the foregoing, if Comcast's cost of installing the applicable Services (including any applicable construction costs) increases following Customer's acceptance of the Custom Installation Fee such that Comcast's internal rate of return ("IRR") for the applicable Services is unacceptable to Comcast, as reasonably determined by Comcast, then (i) Comcast may increase the monthly recurring charge or Custom Installation Fee, as agreed to by Customer or (ii) if Customer does not agree to such increase, Comcast may terminate the applicable Sales Order or SOW upon ten (10) days' notice to Customer, without penalty.

2.2 Access. To deliver Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space within and/or outside each Service Location and facility containing the Service Location ("Access"). Within each Service Location and facility containing the Service Location, Customer shall be solely responsible for securing and maintaining such Access as Comcast may require to deliver the Services. In the event that Customer fails to secure or maintain such Access, Comcast (i) may upon thirty (30) days prior written notice cancel or terminate Service at such Service Location and such termination shall be subject to applicable Termination Charges and (ii) shall be excused from its obligations with respect to the Service(s) at such Service Location (including any obligation to issue service credits) until such time as Customer provides Comcast with the necessary Access. If Comcast is unable to secure or maintain Access outside a particular Service Location, which Access is needed to provide Services to such Service Location, Customer or Comcast may cancel or terminate Service at such Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other party.

2.3 Hazardous Materials. If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, Comcast may immediately stop providing and/or installing Services until such materials are removed. Customer shall be responsible for any additional expense incurred by Comcast as a result of encountering, or in the avoidance of, hazardous materials.

2.4 Equipment.

A. Comcast Equipment. Comcast may, in its sole discretion, remove or change Comcast Equipment. Customer shall not move, disconnect, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than as authorized by the Agreement. Customer shall (i) provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment and (ii) be responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, or by fire, theft, or other

casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast. Comcast shall maintain, at its cost, Comcast Equipment during the term of this Agreement; provided, however, that such maintenance shall be at Customer's cost to the extent it is related to causes other than the ordinary and proper use of the Comcast Equipment. Upon termination or expiration of this Agreement and/or any Sales Order or SOW, Customer shall be responsible for the return of all applicable Comcast Equipment. Until such time as the Comcast Equipment is returned to Comcast, Comcast may continue to invoice Customer for the monthly fee applicable to such Comcast Equipment. If any returned Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may, in its sole discretion, invoice Customer for the manufacturer's list price of such Comcast Equipment or the cost of repair.

B. Customer-Provided Equipment. Customer shall have sole responsibility for providing maintenance, repair, operation, and replacement of all Customer-Provided Equipment, inside telephone wiring, and other Customer equipment and facilities on the Customer's side of the Demarcation Point. "Demarcation Point" means the point of interconnection between the Network and Customer-Provided Equipment located at a Service Location. Neither Comcast nor its employees, Affiliates, agents, or contractors shall (i) have any obligation to install, operate, or maintain Customer-Provided Equipment or (ii) be liable for any damage, loss, or destruction to Customer-Provided Equipment, unless caused by the gross negligence or willful misconduct of Comcast. Customer-Provided Equipment shall at all times be compatible with the Network. Customer shall be responsible for the payment of service charges for visits by Comcast's employees or agents to a Service Location when the service difficulty or trouble report results from Customer-Provided Equipment.

2.5 Network; Intellectual Property; IP Addresses.

A. The Network is and shall remain the property of Comcast regardless of whether installed within, upon, overhead, above, or underground at or near the Service Location and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Comcast's title to the Network, or any portion thereof, or exposes Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the parties. Nothing in this Agreement shall preclude Comcast from using the Network for services provided to other Comcast customers, it being understood that, with respect to any Ethernet Services, the access circuit between a Service Location and the applicable Comcast Network gateway switch shall be solely used to provide the applicable Ethernet Services to Customer.

B. Title and intellectual property rights to (i) the Services and (ii) any computer software or code provided by Comcast to use the Services, including, but not limited to, associated documentation, and all updates thereto ("Licensed Software") are, in each case, owned by Comcast, its agents,

COMCAST BUSINESS

suppliers, or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling, or publication of the Services, in whole or in part, without the express prior written consent of Comcast or other owner of such material, is prohibited.

C. The Agreement provides no right to use any party's or its Affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other party in any marketing, promotional, or advertising materials or activities.

License Grant. If Customer requires the use of Licensed Software from Comcast in order to use the Services, Customer shall have a nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by Comcast, including, without limitation, end-user license agreements, for the Licensed Software. Customer shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software. Customer acknowledges that the use of Service may periodically require, and consents to Comcast's provision of, updates and/or changes to the Licensed Software resident in the Comcast Equipment or Customer Provided-Equipment.

ARTICLE 3. BILLING AND PAYMENT

a. Charges; Changes to MRC; Taxes.

A. Customer agrees to pay all charges associated with the Services, including, but not limited to, any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services (e.g., applicable franchise fees, right of way fees, and Universal Service Fund charges) regardless of whether Comcast or its Affiliates pay the fees directly or are required or permitted by law to collect them from Customer. Any failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use. For the avoidance of doubt, Comcast shall not be responsible for any purchases made by Customer or its end users while using the Services.

B. With respect to each Sales Order, Comcast may, upon thirty (30) days prior written notice to Customer (or such longer period as may be required by law), modify the monthly recurring service charges applicable to (i) Ethernet and Internet Services at any time after the expiration of the initial Service Term and (ii) any other services at any time. Customer acknowledges and agrees that such notice

requirement may be satisfied by including notice of a monthly recurring service charge modification(s) in a Customer invoice. Customer shall have thirty (30) days from receipt of any such notice to cancel the applicable Service without liability for Termination Charges. Should Customer fail to cancel within such timeframe, Customer shall be deemed to have accepted the modified Service pricing. Notwithstanding anything to the contrary contained in this Article 3.2(B), Comcast may modify equipment charges upon notice to Customer.

C. Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer shall also be responsible to pay any taxes that become applicable retroactively.

3.2 Payment Terms: Disputes.

A. Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation, certain usage-based charges. Payment is due within thirty (30) days after the invoice date. If a Service Commencement Date is not the first day of a billing period, Customer's first monthly invoice shall include any pro-rated charges for the Services from the Service Commencement Date to the start of the next billing period. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution. Subject to Customer's right to dispute charges in accordance with Article 3.2(B), any payment not made when due will be subject to a late charge equal to (i) 1.5% per month or (ii) the highest rate allowed by law, whichever is lower. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

B. If Customer disputes any portion of an invoice, Customer shall pay the undisputed portion of the invoice and submit a written claim, including all substantiating documentation, to Comcast for the disputed amount of the invoice by the invoice due date. The parties shall negotiate in good faith to resolve any billing dispute submitted by Customer pursuant to this Article 3.2(B). Under no circumstances may Customer submit a billing dispute to Comcast later than ninety (90) days following Customer's receipt of the applicable invoice.

3.3 Credit Approval and Deposits. Delivery of Services may be subject to credit approval. Customer authorizes Comcast to make inquiries and to receive information about Customer's credit history from others and to

COMCAST BUSINESS

enter this information in Customer's records. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Subject to applicable regulations, Comcast may require Customer to make a deposit as a condition to Comcast's provision of the Services.

3.4 E-Rate Funding. Comcast makes no representations, guarantees or warranties with respect to the eligibility or ineligibility of the Services or any Service component for federal e-rate support or for other governmental and quasi-governmental telecommunications/internet discounts or entitlements (collectively, "E-Rate Funding"). Customer expressly acknowledges and agrees that it is responsible for ensuring that Comcast is paid one hundred percent (100%) of all non-recurring charges ("NRC(s)"), monthly recurring Service charges ("MRC(s)") and other amounts required under this Agreement in accordance with the payment intervals specified therein. Unless and until the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer may not withhold or offset any such amounts on the basis of its anticipated receipt of E-Rate Funding, except as otherwise set forth below. In the event that the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer may choose to either (1) pay Comcast in full for the Services, or (2) receive discounted bills from Comcast. If Customer chooses option (1), the Customer must utilize the applicable customer-initiated reimbursement process relative to such E-Rate Funding. Comcast shall have no obligation to discount or prorate its invoices or to take other action to process such E-Rate Funding, except to the extent specifically required by law and regulation, or except as otherwise set forth above or below. Notwithstanding this, Comcast will reasonably assist Customer in the completion of any portions of the FCC Form 472 which, as a matter of law or regulation, are required to be completed by the service provider. If Customer chooses option (2), Comcast shall have no obligations under this Agreement until Customer provides Comcast the copy of the Notification and Acceptance of Form(s) 486 from the Universal Services Administrative Company, Schools and Libraries Division ("SLD"), approving Customer's eligibility for E-Rate Funding. A Customer selecting option (2) is required to pay Comcast the non-discounted portion of all NRC(s), MRC(s), and other amounts required under this Agreement in accordance with the payment interval specified therein. Customer also must reasonably assist Comcast in completing the Service Provider Invoice Form (FCC Form 474) and obtaining full payment of the discount amount from the Universal Service Administrative Company or other E-Rate fund administrator or administrative entity. If during the term of this Agreement, Customer fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the Agreement succeeding the first fiscal period, Customer may elect to (i) continue to receive Services under this Agreement, in which Customer shall remain bound by the terms and conditions set forth hereunder and remain responsible for all NRC(s) and MRC(s), as set forth in the Agreement or applicable Sales Order(s), for the remaining term applicable thereto, irrespective of E-Rate Funding status, or, (ii) terminate this Agreement or Sales Order(s) upon written notice as of the

beginning of the fiscal year for which funds are not appropriated or otherwise made available. The effect of termination of the Agreement or Sales Order(s) hereunder will be to discharge both Comcast and the Customer from future performance of the Agreement. However, Comcast shall be reimbursed for any and all unpaid NRC(s), any unpaid past due balance(s), and any additional costs already incurred by Comcast in conjunction with this Agreement. Customer shall notify Comcast in writing within thirty (30) days of fiscal budget denial indicating funds may not be available for the continuation of the Agreement for each succeeding fiscal period beyond the first year. In no event shall Comcast initiate construction of the Network until proof of funding has been received, in whole or in part, based on 100% Customer-furnished funds or partially reimbursed funds by the SLD.

ARTICLE 4. TERM & TERMINATION

4.1 Sales Order Term. Upon the expiration of the Service Term applicable to a Sales Order, each Service Term shall automatically renew for successive periods of one (1) month each (each, a "Renewal Term"), not to exceed twelve (12) months unless prior written notice of non-renewal is delivered by either party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. To the extent the initial Service Term or a Renewal Term applicable to a Sales Order extends beyond the expiration date of the term of the Agreement, such Sales Order shall continue to be governed by the terms and conditions of the Agreement. The term of the Agreement commences on the Effective Date and continues for the time set forth on the Service Agreement (E-Rate) Cover Page.

4.2 Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate any or all Sales Order(s) or SOW(s) at any time, upon thirty (30) days prior written notice to Comcast (subject to applicable Termination Charges).

4.3 Termination for Cause. If either party breaches any material term of the Agreement and the breach continues unremedied for thirty (30) days after written notice of default, the other party may terminate for cause any Sales Order or SOW materially affected by the breach. In addition to its other remedies, if the Customer is in breach of a payment obligation and fails to make payment in full within thirty (30) days after written notice of default, Comcast may suspend the Service(s) under the affected Sales Order(s) or SOW(s). Subject to applicable law, either party may terminate a Sales Order or SOW immediately upon notice to the other party if the other party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.

4.4 Effect of Expiration/Termination of a Sales Order or SOW. Upon the expiration or termination of a Sales Order or SOW for any reason, Comcast (i) shall disconnect the applicable Service and (ii) may assess and collect from Customer applicable Termination Charges (unless the Service is terminated by Customer pursuant Article 4.3 above). Termination by either party of a Sales Order or SOW

COMCAST BUSINESS

does not waive any other rights or remedies that it may have under this Agreement.

ARTICLE 5. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES

5.1 Limitation of Liability.

A. THE AGGREGATE LIABILITY OF COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS FOR ANY AND ALL LOSSES, DAMAGES, AND CAUSES OF ACTION ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO COMCAST'S INDEMNIFICATION OBLIGATIONS AND CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMCAST WHILE ON THE CUSTOMER SERVICE LOCATION.

B. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS UNDER THIS AGREEMENT FOR ALL INDEMNIFICATION OF INTELLECTUAL PROPERTY CLAIMS UNDER SECTION 6(i) OF THESE GENERAL TERMS AND CONDITIONS EXCEED THE GREATER OF (I) ONE (1) MILLION DOLLARS (\$1,000,000) AND (II) THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE INTELLECTUAL PROPERTY CLAIM FIRST AROSE.

C. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL COMCAST AND ITS AGENTS, SUPPLIERS, AND LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE, OR CLAIM ARISING OUT OF OR RELATED TO: (1) CONTENT OR DATA RECEIVED OR DISTRIBUTED BY CUSTOMER OR ITS USERS THROUGH THE SERVICES; (2) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS, OR THIRD PARTIES NOT UNDER THE CONTROL OF COMCAST; (3) INTEROPERABILITY, INTERACTION, OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES NOT UNDER THE CONTROL OF COMCAST; OR (4) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT. CUSTOMER IS SOLELY RESPONSIBLE FOR BACKING UP ITS DATA, FILES, AND SOFTWARE PRIOR TO THE INSTALLATION

OF SERVICE AND AT REGULAR INTERVALS THEREAFTER.

D. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT; PROVIDED, THAT, THE FOREGOING LIMITATION SHALL NOT LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST, OR FOR TERMINATION CHARGES.

5.2 **Disclaimer of Warranties.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMCAST EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED, AND/OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. Without limiting the generality of the foregoing, and except as otherwise identified in a PSA, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet Customer's requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties. Customer acknowledges and agrees that the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property, or environment.

5.3 **Exclusive Remedies.** Customer's sole and exclusive remedies are as expressly set forth in the Agreement. In those states where Customer's remedies cannot be so limited, the liability of Comcast is limited to the maximum extent permitted by law.

ARTICLE 6. INDEMNIFICATION

6.1 **Comcast's Indemnification Obligations.** Subject to Sections 5.1(B), 5.1(C), and 5.1(D) and any other limitations contained in the Agreement, Comcast shall indemnify, defend, and hold harmless Customer, its Affiliates and their respective employees, directors, officers, and agents (the "Customer Indemnified Parties") from and against all damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of a claim or demand by a third party ("Claims") incurred as a result of (i) infringement of U.S. patent or copyright law based solely on Comcast Equipment or Licensed Software; provided, that, Comcast shall have no liability for any claim of infringement arising from: (a) Comcast's compliance with any designs, specifications, or instructions of Customer; (b) modification or alteration of the Licensed Software or Comcast Equipment by Customer or a third party without the prior knowledge and written approval of an authorized officer of

Comcast; (c) use of the Licensed Software or Comcast Equipment in a way not authorized in writing by an authorized officer of Comcast; and/or (d) Customer's failure to use an updated version of the Licensed Software or Comcast Equipment which has been provided, or made available, to Customer and (ii) damage to tangible personal property or real property, and personal injuries (including death) to the extent caused by the gross negligence or willful misconduct of Comcast while working on the Service Locations. For purposes of this Article 6.1, any claims by any end-user of the Services shall not be included in the definition of Claims.

6.2 Customer's Indemnification Obligations.

Customer shall indemnify, defend, and hold harmless Comcast and its agents, suppliers, and licensors from any and all Claims arising on account of or in connection with Customer's and its users' use or sharing of the Service provided under the Agreement, including with respect to: (i) any content received or distributed by Customer or its users through the Service; (ii) libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; (iii) for patent infringement arising from Customer's combining or connection of Customer-Provided Equipment to use the Service; and (iv) for damage arising out of the gross negligence or willful misconduct of Customer.

6.3 Indemnification Procedures. To the extent a party may be entitled to indemnification under this Agreement (an "Indemnified Party"), such Indemnified Party shall (i) promptly notify the other party (the "Indemnifying Party") in writing of any pending or threatened Claim that gives rise to a right of indemnification (an "Action") and (ii) cooperate in every reasonable way to facilitate the defense or settlement of such Action. The Indemnifying Party shall assume the defense of any Action with counsel selected by the Indemnifying Party. The Indemnified Party may employ its own counsel in any such case and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any Action; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such Action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE 7. CONFIDENTIAL INFORMATION AND PUBLICITY

7.1 Disclosure and Use. All Confidential Information disclosed by either party shall, during the term of the Agreement and for two (2) years after the expiration or termination thereof (or such longer period as may be required by law), shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (A) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing under this Agreement, using the Services, and rendering the Services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or

disclosure) or (B) as otherwise authorized by this Agreement. Each party's confidentiality obligations hereunder shall not apply to information that: (A) is already known to the receiving party without a pre-existing restriction as to disclosure; (B) is or becomes publicly available without fault of the receiving party; (C) is rightfully obtained by the receiving party from a third party without restriction as to disclosure or is approved for release by written authorization of the disclosing party; or (D) is developed independently by the receiving party without use of the disclosing party's Confidential Information. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using less than a reasonable degree of care. If either party is required to disclose Confidential Information pursuant to a judicial order or other compulsion of law, such party shall be permitted to make such disclosure provided that it: (a) limits the disclosure to only that information which is required to be disclosed by such order or legal requirement, (b) if permitted, provides the disclosing party with prompt notice of such order, and (c) reasonably assists the disclosing party in obtaining a protective order, if requested and at the disclosing party's expense.

7.2 Publicity. Neither party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Customer without the prior written consent of the other party. Notwithstanding the foregoing, Comcast may include Customer's name on Comcast's customer lists together with a description of Services purchased (financial terms not to be disclosed). If Customer wishes to remove Customer's name from such list or to limit the foregoing use of Customer's name, Customer may contact Comcast as set forth in Article 9.3 of these General Terms and Conditions and Comcast will effect such removal.

7.3 Remedies. Notwithstanding any other Article of this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 7, including, but not limited to, injunctive relief.

ARTICLE 8. PROHIBITED USES; COMCAST POLICIES

8.1 Prohibited Uses; Comcast Policies. Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of the Comcast Acceptable Use Policy ("AUP") available on the Website; (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, or permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for the compliance of its users with the provisions of the Agreement. Customer may not sell, resell, sublicense, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof. Customer acknowledges and agrees that use of the Services, including by Customer, its Affiliates, and any users, shall be subject to the AUP. Notwithstanding anything to the contrary contained in Section

4.3, Comcast reserves the right to act immediately and without notice to (a) terminate or suspend the Agreement and/or any Services if Comcast determines that such use or information is in violation of this Article 8.1 and such termination will constitute a termination for cause and (b) terminate or suspend the Services in the event of fraudulent use of Customer's Services. Customer acknowledges and agrees that Comcast is not obligated to detect or report unauthorized or fraudulent use of the Services to Customer.

8.2 Privacy Policy. Comcast will comply with the Comcast Privacy Policy ("Privacy Policy") which is available at the Website. Comcast is not responsible for any information provided by Customer to third parties and Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

ARTICLE 9. MISCELLANEOUS TERMS

9.1 Force Majeure. Neither party nor its Affiliates shall be liable to the other party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cuts, acts of regulatory or governmental agencies, unforeseeable third party actions, or other causes beyond the party's reasonable control, except that Customer's obligation to pay for Services provided under the Agreement shall not be excused. Changes in economic, business, or competitive condition shall not be considered force majeure events.

9.2 Assignment or Transfer. Customer shall not assign any right, obligation, or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of Comcast, which shall not be unreasonably withheld. All obligations and duties of either party hereunder shall be binding on all successors in interest and permitted assigns of such party.

9.3 Notices. Except as otherwise identified herein, any notice sent pursuant to the Agreement shall be deemed given and effective when sent by e-mail (confirmed by certified mail), or when delivered by overnight express or other express delivery service, in each case, to the following addresses (or to such other addresses as a party may designate by written notice to the other party): (i) with respect to Customer, to the address set forth on any Sales Order; or (ii) with respect to Comcast, to: Vice President of Sales Operations (Comcast Business), One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to Legal_Notices@comcast.com. Alternatively, Customer may send termination notice to Comcast through the Comcast disconnection portal found at the following URL: <https://business.comcast.com/landingpage/disconnect> (as the same may be updated by Comcast from time-to-time).

9.4 Amendments; Changes to the Agreement.

A. The Agreement may not be amended except by a written agreement executed by the parties; provided, that, notwithstanding the foregoing, Comcast may change or modify

the PSAs, and any related policies (including the AUP and Privacy Policy) from time to time ("Revisions") by posting such Revisions to the Website. The Revisions are effective upon posting to the Website. Customer will receive notice of any Revisions in the next applicable monthly invoice. Customer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Comcast with written notice that the Revisions adversely affect Customer's use of the Service(s). If, after such notice, Comcast is able to verify such adverse effect but is unable to reasonably mitigate the Revisions' impact on such Services, then Customer may terminate the impacted Service(s) without further obligation (including Termination Charges) to Comcast beyond the termination date. This shall be Customer's sole and exclusive remedy for any Revisions. Terms or conditions contained in any Customer purchase order, or restrictive endorsements or other statements on any Customer form of payment, shall be void and of no force or effect.

B. The parties acknowledge that the respective rights and obligations of each party as set forth in this Agreement are based on applicable law and regulations as they exist on the date of the Agreement's execution. The parties agree that in the event of any legislative, regulatory, or judicial order, rule, or regulation, or decision in any arbitration or other dispute resolution proceeding, or other legal or regulatory action that materially affects the provisions of this Agreement or the economic terms of the Agreement, Comcast may, by providing written notice to the Customer, require that the affected provisions of the Agreement be renegotiated in good faith. If Customer refuses to enter such renegotiations, or the parties are unable to reach resolution on new Agreement terms, Comcast may, in its sole discretion, terminate this Agreement, in whole or in part, upon sixty (60) days written notice to Customer.

9.5 Tariffs. Notwithstanding anything to the contrary in the Agreement, Comcast may be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency between the Agreement and applicable Sales Orders on one hand, and the relevant tariffs on the other hand, the rates and other terms set forth in the Agreement and applicable Sales Orders will be treated as individual case-basis arrangements to the maximum extent permitted by law. If Comcast voluntarily or involuntarily cancels or withdraws a tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a tariff under which Service is provided to Customer in a manner that is material and adverse to the Customer, the Customer may terminate the applicable Sales Order upon a minimum thirty (30) days' prior written notice to the other party, without further liability.

9.6 Entire Understanding; Construction; Survival; Headings; No Waiver. The Agreement supersedes all prior agreement between the parties with respect to its subject

matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter hereof. In the event that any portion of the Agreement is held to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of the Agreement shall remain in full force and effect. The rights and obligations of either party that by their nature would continue beyond the termination or expiration of the Agreement shall survive termination or expiration of the Agreement. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof. No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s). The Agreement may be executed in counterpart copies. Each party represents and warrants that the persons who executes the Agreement on its behalf are duly authorized to do so.

9.7 Choice of Law; Compliance with Laws. The domestic law of the state in which the Service is provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law. Any claim or controversy arising out of or relating to this Agreement shall be brought exclusively in federal or state court located in Philadelphia, Pennsylvania and the parties hereby consent to personal jurisdiction and venue in such court. Both parties hereby waive any right to a trial by jury. Each of the parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

9.8 No Third-Party Beneficiaries; Independent Contractors. Except as otherwise specifically set forth herein, this Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege. The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party. Each party acknowledges and agrees that any interpretation of this Agreement may not be construed against a party by virtue of that party having drafted the provisions.



To:
Rachel White
Consultant
Blue Oak Charter School Inc.
450 W East Ave
Chico CA 95926

From:
Lee Beringsmith, AT&T SPECIALIZED SALES-ACCOUNT
MANAGEMENT
421 F ST
MARYSVILLE, CA 95901
Office: 9165597001
Email: lee.beringsmith@att.com

Introduction

In response to Blue Oak Charter School Inc. Form 470 bid #220008100, I'm providing information on an AT&T solution that may meet your requirements and qualify for E-rate funding. The solution includes the following components:

- **AT&T Dedicated Ethernet**—a fiber-based, point-to-point solution that connects your data service within the same local access and transport area (intraLATA) and transmits data at speeds up to 100 Gbps as either native Ethernet or Optical Transport Network (OTN) formats. AT&T Dedicated Ethernet supports an unprotected and non-diverse configuration and also offers you optional diversity and data protection features.

Features and Benefits

The solution gives you the following:

- **High-Speed Data Transfer**—delivers speeds of up to 100 Gbps in both directions. This capacity allows your network to handle high-volume, data-intensive traffic. So, instead of losing time because of slow network response, you can help ensure that vital information is available when and where you need it.

- **Single Ethernet Transport Network**—enables you to use your Local Area Network (LAN) equipment to consolidate your voice, video, and data applications. This network can help you save money and gain efficiency.
- **Dedicated, Private Line Fiber-Optic Facility**—provides high performance and reliable data transmission that reduces switching or routing that could introduce latency or jitter. And, your traffic remains separate from all other customers' traffic.
- **Fiber-Optic Technology and End-to-End Network Monitoring**—help maintain 24x7 service reliability. These features help you to streamline network maintenance so that you can detect problems early and resolve them quickly.

Advantages of AT&T

Working with AT&T gives you the following advantages:

- **E-rate Experience**—AT&T has participated in the E-rate program for schools and libraries since the program's inception in 1998, and we're one of the program's largest service providers. We're proud to bring our technology, expertise, E-rate knowledge, and education experience to your school or library, helping expand affordable access to advanced telecommunication services. For more information about AT&T and its participation in the E-rate program, go to www.corp.att.com/erate and download the E-rate brochure.
- **Service and Support**—We offer you easy access to assistance, whether through online tools or by phone. You also get support and guidance from highly trained staff with years of networking experience. Our account teams, who work closely with you, are focused on the education industry and are well versed in the issues and challenges that today's educators face.



- **Performance**—You expect communication services that work, and we can deliver. We've made substantial investments each year to improve our technology infrastructure so that we can provide superior performance.
- **Complete Solutions**—AT&T offers a wide range of solutions. We can work with a variety of products and technologies and can assess your needs to recommend potential solutions.
- **Community Focus**—At AT&T, we're proud of our strong record of corporate citizenship. Annually, we contribute millions of dollars through corporate, foundation, and employee giving to support education and community programs.

IT CAN WAIT 

*To learn more about
the problem of
distracted driving and
how to help, visit
www.itcanwait.com.*

Solution Pricing

There are no special construction charges applicable at these two locations. AT&T Dedicated Ethernet (ADE) is a dedicated point to point Ethernet offering and is available in bandwidths of 1G, 10G, and 100G.

AT&T Dedicated Ethernet 1G or 10G (ADE) pricing is below with per circuit bases, a point to point service connecting the following locations.

Blue Charter School 450 W East Ave Chico CA 95926
To
Butte County Office of Education 1859 Bird St Oroville CA 95965

A 1G or a 10G point to point circuit connecting two locations would price out as follows:

1G ADE 36 Month contract	Quantity	NRC	Total MRC
AT&T Dedicated Ethernet (ADE) 1G Connection \$327.78 each port	2	\$0.00	\$655.56

10G ADE 36 Month contract	Quantity	NRC	Total MRC
AT&T Dedicated Ethernet (ADE) 10G Connection \$435.00 each port	2	\$0.00	\$870.00

Note: MRC = Monthly Recurring Charge and NRC = Non-Recurring Charge

Product	Service Provider Identification Number (SPIN)
AT&T Dedicated Ethernet	143002665

This response to your request is not a contract offer and does not take the place of a signed contract. If you select AT&T for this service, please let us know so we can provide you the appropriate contract documents. Neither party is obligated for the selected services unless and until mutually agreed contract documents are signed by both parties. The Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, and assumes use of AT&T contract documents and an E-Rate Rider as part of any final, negotiated contract between the parties, unless otherwise stated herein. Any changes or variations in the proposed terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

Important Information

AT&T Dedicated Ethernet is provided by AT&T's Incumbent Local Exchange Carrier (ILEC) affiliates within their 21-state operating territories, and by AT&T's Competitive Local Exchange Carrier (CLEC) affiliates (Teleport Communications America, LLC (TCAL) or its subsidiaries) in selected areas throughout the United States.

Proposal Validity Period—The information and pricing contained in this Proposal is valid for a period of 90 days from the date written on the proposal cover page, or until the E-rate filing window closes for the upcoming E-rate Funding year, whichever occurs later, unless rescinded or extended in writing by AT&T.

Proposal Pricing—Pricing proposed herein is based upon the specific product/service/equipment mix and locations outlined in this proposal and is subject to AT&T's proposed terms and conditions for those products and services and the AT&T E-rate Rider unless otherwise stated herein. Any changes or variations in the proposed terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

Providers of Service—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand.

Software—Any software used with the products and services provided in connection with this Proposal will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, and they will take precedence over any agreement between the parties as relates to such software.

Copyright Notice and Statement of Confidentiality—© 2021 AT&T Intellectual Property. All rights reserved. AT&T, the AT&T logo, and all other marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks contained herein are the property of their respective owners. The contents of the Proposal (except for pricing applicable to E-rate funded services) are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein.

Disclaimer—For purposes of this Proposal, the identification of certain services as "eligible" or "non-eligible" for E-rate funding is not dispositive, nor does it guarantee that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. Such factors will include, without limitation, the ultimate design configuration of the network, the specific products and services provisioned to operate the network, the type of customer, and whether the services are used for eligible educational purposes at eligible locations. In its proposal, AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") website www.usac.org/e-

E-rate Proposal for Blue Oak Charter School Inc.



[rate](#). This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD after a review of the customer's E-rate application for this proposal. If AT&T is awarded the bid for this project, AT&T will provide assistance on the E-rate application solely on matters relative to the functionality of the services and products which comprise the network. Nevertheless, the responsibility for the E-rate application is with the customer. AT&T is not responsible for the outcome of the SLD's decision on these matters.

Broadband Internet Access—For information about AT&T's broadband internet access services, please visit about.att.com/sites/broadband.

End User Equipment—E-rate recipients must cost allocate any non-ancillary ineligible components that are bundled with eligible products or services. Cost allocations are the responsibility of E-rate Applicants. For additional information, reference USAC/SLD website @ www.usac.org/e-rate and Cost Allocation Guidelines for Services @ <https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-overview/cost-allocations-for-services/>.



Mary Sakuma

Superintendent
msakuma@bcoe.org

Blair Hendry

Accountant II
LEA Services
(530) 532-5605
bhendry@bcoe.org

Board of Education

*Mike Walsh
Karin Matray
Brenda J. McLaughlin
Daniel Alexander
Amy Christianson
Alan White
Julian Diaz*

**Administrative
Services**

1859 Bird Street
Oroville, CA 95965
(530) 532-5823
Fax (530) 532-5759
<http://www.bcoe.org>

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M E M O R A N D U M

TO: Principal / Executive Director
FROM: Blair Hendry
DATE: February 16, 2022
SUBJECT: Resolution of 2020-21 Audit Findings/ 2020-21 Audit Certification

The Butte County Office of Education has oversight responsibilities in regards to charter schools. Our office reviews the annual audit report and any audit exceptions identified by a charter school's independent auditor and determines whether the exceptions have been corrected or have an acceptable plan of correction.

An audit certification is required and enclosed for all charters.

Our office has created an Audit Activity Reporting Calendar which specifies the established timelines, along with the materials to be completed by your charter school:

- 2020-21 Audit Activity Reporting Calendar
- Audit Certification - **Due April 15, 2022.**
- Resolutions of Audit findings (where applicable) - **Due April 15, 2022.**
- Independent Auditor Selection Form (where applicable) – **Due April 1, 2022** (a list of potential firms is included)

For those who have prior year Audit Findings to resolve, please complete and return with the current year forms.

If any of the above materials are not included, or if you have any questions, please email me at bhendry@bcoe.org.

BUTTE COUNTY OFFICE OF EDUCATION
2020/21 AUDIT ACTIVITY REPORTING CALENDAR

DATE	RESPONSIBILITY	ACTIVITY
January 15*	District/Charter	Extension request for audit completion due date must be received by the County Office for processing to the SCO.
January 31*	Auditor	Audit completed.
January 31*	Auditor	Audit report and management letter, if any, submitted to the SCO, CDE, and County Office. (Coordination between Local Education Agency (LEA) and auditor may be required.)
April 15*	District/Charter	On or before this date, the LEA shall submit to the County Office the Resolutions of 2019/20 Audit Findings (if applicable).
April 15*	District/Charter	On or before this date, the LEA shall submit to the County Office their Audit Certification.
April 1	District/Charter	On or before this date, the LEA must submit to the County Office verification that their Governing Board has approved a contract for audit service for the current fiscal year and must also submit a copy of the contract.
June 1*	County Office	The County Office shall provide for an audit contract for any LEA that has not secured an auditor for the current fiscal year.
June 15*	County Office	The County Office shall certify to the Superintendent of Public Instruction (SPI) that all LEA audits were reviewed and corrections were made, except as noted, or an acceptable plan was submitted.
	SPI	In accordance with EC 41020(m), the Superintendent of Public Instruction (SPI) shall be responsible for assuring that LEAs have either corrected or developed a plan of correction for any or all of the following: (a) All Federal and State compliance audit exceptions identified in the audit. (b) Any exceptions that the county superintendent certifies as of June 16 have not been corrected.

(c) Any repeat audit exceptions that are not assigned to a county superintendent to correct.

State Controller

In accordance with EC 41020(n), the Controller annually shall select a sampling of County Superintendents of Schools and perform a follow-up of the audit resolution process of those County Superintendents of Schools and report the results of that follow-up to the SPI and the County Superintendents of Schools that were reviewed.

*Dates have been modified from typical schedule due to provisions included in Senate Bill (SB) 130.

BUTTE COUNTY OFFICE OF EDUCATION

**AUDIT CERTIFICATION
2020-21 FINANCIAL REPORT/AUDIT**

_____ CHARTER SCHOOL

BUTTE COUNTY, CALIFORNIA

The Governing Board has reviewed and accepted the prior year's Financial Report/Audit, at a public meeting, on or before April 15th and

THEREBY, as written verification of said review, the Governing Board reviewed and accepted on _____ the Annual Financial Report as of June 30, 2021.
(Date)

(Signature) Charter School Official

(Date)

Email the Audit Certification by April 15, 2022 to:
Butte County Office of Education, District Services
finrep@bcoe.org

INDEPENDENT AUDITOR SELECTION FORM

Butte County Office of Education

Butte County, California

Pease complete the following:

Charter Name: _____

Audit Firm: _____

Address: _____

City and Zip Code: _____

Audit Fee per year: _____

Please email a copy of the Audit Contract to the County Office for any multiple year information.

Authorized Charter School Representative (Print Name)

Signature

Date

Email the Independent Auditor Selection Form and Contract by **April 1, 2022** to:

Financial Reports
finrep@bcoe.org

**BUTTE COUNTY OFFICE OF EDUCATION
POTENTIAL AUDIT FIRMS**

Chavan & Associates, LLP

Attn: Sheldon Chavan, CPA
1475 Saratoga Ave., Suite 180
San Jose, CA 95129
(408) 217-8749

Christy White Accountancy Corp.

348 Olive Street
San Diego, CA 92103
(619) 270-8222
www.christywhite.com

Cichella & Tokunaga, LLP

Attn: Gary T. Cichella, CPA
4671 Golden Foothill Parkway, Suite 101
El Dorado Hills, CA 95762
(877) 359-9588

Clifton Larson Allen LLP

Attn: Elizabeth M. Spencer
2210 East Route 66
Glendora, CA 91740
(626) 857-7300

Crowe LLP

Attn: Matthew Nethaway
400 Capitol Mall, Suite 1400
Sacramento, CA 95814
(916) 441-1000

Gilbert Associates, Inc.

Attn: Thomas M. Gilbert, CPA
2880 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833
(916) 646-6464

Horton, McNulty, & Saeteurn LLP

Attn: Kalah Horton
55 Independence Circle, Suite 102
Chico, CA 95973
(530) 588-7427

James Marta & Company LLP

Attn: James P. Marta, CPA
701 Howe Avenue, Suite E3
Sacramento, CA 95825
(916) 993-9494
contact@jpmcpa.com

Mann, Urrutia, Nelson, CPAs & Associates, LLP

Attn: Michelle O. Nelson, CPA
1760 Creekside Oaks Dr., Suite 160
Sacramento, CA 95833
(916) 929-0540

SingletonAuman PC

Attn: Clay Singleton, CPA
1740 Main Street, Suite A
Susanville, CA 96130
(530) 257-1040

Squar Milner LLP

Attn: James A. Rotherham
3655 Nobel Drive, Suite 300
San Diego, CA 92122
(858) 597-4100

Steven Roatch Accountancy Corp.

Attn: Steven Roatch, CPA
P.O. Box 2196
Folsom, CA 95763-2196
(916) 966-3883

Vincenti, Lloyd, Stutzman LLP

2210 E. Route 66, Suite 100
Glendora, CA 91740
www.vlsllp.com
info@vlsllp.com

These are the Auditors that have a close proximity to Butte County. If you wish to go to the state website to see the entire list, please click the link:

<https://cpads.sco.ca.gov/CPAList.aspx>

Agenda Item: Overnight School Field Trips

Prepared by: Alexandra Archer

Charter Council Date: 03/22/2022

Background Information:

Blue Oak would like to approve the following overnight field trips:

- Brianna Lee's Class - Shady Creek - Nevada City, CA
 - Dates: 05/16/22 to 05/20/22
- Kari Madera's Class - Shakespeare Festival - Ashland, OR
 - Dates: 05/11/2022 to 05/12/2022
- Ally Welch's Class - Shakespeare Festival - Ashland, OR
 - Dates: 05/11/2022 to 05/12/2022



05/16/22
B. Lee

Faculty Field Trip Request Form

Faculty: please turn this form into the Executive Assistant for Administrative approval.

Faculty Name: Brianna Lee

Number of students attending: 28

List of chaperones:

Amber Saetern

High School counselors

Who is responsible for the cost:

- ☒ Student
- ☐ School
- ☒ Class Funds
- ☐ Other

Departure Site: Blue Oak Date: 5/16/22 Time: 8:30am

Destination Site: Shady Creek Date: 5/16/22 Time: 10:30am

Return Site: Blue Oak Date: 5/20/22 Time: 1:00pm

Method of transportation:

- ☒ Parent Driver's
- ☐ B-Line Bus
- ☐ Other

How does the field trip relate to curriculum? Environmental studies, 6th grade tradition.

Teacher's Signature: _____ Date: _____

Administrator's signature: _____ Date: _____

BOCC approval date: _____



BLUE OAK SCHOOL
A WALTON-INSPIRED PUBLIC CHARTER SCHOOL

Faculty Field Trip Request Form

Faculty: please turn this form into the Executive Assistant for Administrative approval.

Faculty Name: Kari Madera

Number of students attending: 18

List of chaperones:

Katya Leyes
Jackie Hammer
Carlie Rice
Amber Marinescu
Michael Drehr

Who is responsible for the cost:

- ☒ Student
☐ School
☒ Class Funds
☐ Other

Departure Site: Blue Oak School Date: 5/11 Time: 7:00 am
Destination Site: Ashland, Oregon Date: 5/11 Time: 11:30 am
Return Site: Blue Oak School Date: 5/12 Time: 8:00 pm

Method of transportation:

- ☒ Parent Driver's
☐ B-Line Bus
☐ Other _____

How does the field trip relate to curriculum? We study Shakespeare in 7th grade.

Teacher's Signature: Kari Madera Date: March 8, 2022

Administrator's signature: _____ Date: _____

BOCC approval date: _____



BLUE OAK SCHOOL

Faculty Field Trip Request Form

Faculty: please turn this form into the Executive Assistant for Administrative approval.

Faculty Name: Allison Welch

Number of students attending: 17

List of chaperones: Amber Pierce

~~700~~ Maria Olson

Jan Burnham

Jamie Hawthorne

Matt Hambeck

Amber Brown

Who is responsible for the cost:

- ☐ Student
- ☐ School
- ☒ Class Funds
- ☐ Other

Departure Site: Blue Oak Date: 5.11.22 Time: 8:00 AM

Destination Site: Ashland, OR Shakespeare Festival Date: 5.11.22 Time: 12:00pm

Return Site: Blue Oak Date: 5.12.22 Time: 8:00 pm

Method of transportation:

- ☒ Parent Driver's
- ☐ B-Line Bus
- ☐ Other

How does the field trip relate to curriculum? Renaissance history

Teacher's Signature: Allison A Welch Date: 5.8.22

Administrator's signature: _____ Date: _____

BOCC approval date: _____