

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

Join Zoom Meeting

<https://zoom.us/j/91259361276?pwd=RWpUbmtlN2NGVnJzWWpkKzFSMlc4Zz09>

Meeting ID: 912 5936 1276

Passcode: 48657Y

**Tuesday, September 20th, 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.*

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

**Update:** On September 16, 2021, Governor Gavin Newsom signed Assembly Bill 361 (AB 361) into law which allows public agencies to continue to conduct meetings remotely during the COVID-19 pandemic and other proclaimed emergencies. This means there will be no specific physical meeting place; the meeting will be held remotely. Public participation continues to be welcomed and encouraged to those who join via Zoom and raise their hand. The chat bar will not be available to the public during the Zoom meetings to support the sanctity of the meeting.

Blue Oak Charter Council (BOCC) may tape, film, stream, or broadcast any open BOCC Meeting. The BOCC Chair may announce that a recording or broadcasting is being made at the direction of BOCC members and that the recording or broadcast may capture images and sounds of those attending the meeting. Any BOCC recording may be erased or destroyed 30 days after the meeting. All times noted on the agenda are approximate and listed solely for convenience. The Board may hear items earlier or later than is noted and may move the order of agenda items.

**The Blue Oak Charter Council reserves the right to take action on any item on the agenda.**

**AGENDA**

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**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 August 10th, 2022 and August 31st, 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

**3. FACULTY**

- 3.1. Grade Level Report Sarah Lee & Nick Meier

**4. GOVERNANCE**

- 4.1. Finance Committee Report Amber Brown
- 4.2. Parent Council Report Trisha Atehortua
- 4.3. Equity & Inclusion Task Force Report Susan Domenighini
- 4.4. COVID-19 Response
- 4.5. Board Member Applicants
  - 4.5.1. Trisha Atehortua, Parent Seat
  - 4.5.2. Vicki Wonacott, Community Seat
- 4.6. Establish BOCC Roles
- 4.7. Approve BOFC Members
- 4.8. Appoint Facilities Committee Member
- 4.9. Contracts
  - 4.9.1. E-Rates
  - 4.9.2. School Psychologist
  - 4.9.3. Family First
- 4.10. 2021/22 Unaudited Actuals Report
- 4.11. 2021/22 Education Protection Account Final Expenditures
- 4.12. 2022/23 Consolidated Application for Federal Funding

**5. ADMINISTRATION**

- 5.1. Executive Director's Report Susan Domenighini

**6. CLOSED SESSION**

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

**7. NEXT MEETING - Tuesday, October 18th, 2022 at 6:00PM**



**8. ADJOURNMENT**

















# Business Checking – XXXXX0889

## Search transactions

Activity: Date range; Start date: Aug 01, 2022; End date: Aug 31, 2022; Type: Debits

## Transactions

 Pending  Posted

Date ▼	Description ◇	Debit ◇	Credit ◇	Balance
 Aug 29, 2022	<u>Check 11173</u>	51,500.00		
 Aug 29, 2022	ACH Payment IRS USATAXPYMT	20,792.75		
 Aug 29, 2022	ACH Payment EMPLOYMENT DEVEL EDD EFTPMT	4,751.14		
 Aug 29, 2022	ACH Payment EMPLOYMENT DEVEL EDD EFTPMT	1,604.60		
 Aug 29, 2022	ACH Payment IRS USATAXPYMT	16.88		
 Aug 29, 2022	ACH Payment EMPLOYMENT DEVEL EDD EFTPMT	1.21		
 Aug 26, 2022	ACH Payment BLUE OAK CHARTER PAYROLL	80,246.55		
 Aug 26, 2022	ACH Payment CALPERS 3100	6,221.77		
 Aug 26, 2022	ACH Payment BLUE OAK CHARTER PAYROLL	6,136.58		
 Aug 26, 2022	ACH Payment BLUE OAK CHARTER PAYROLL	6,112.97		
 Aug 26, 2022	ACH Payment BLUE OAK CHARTER PAYROLL	4,455.32		
 Aug 26, 2022	ACH Payment BLUE OAK CHARTER PAYROLL	3,813.50		
 Aug 26, 2022	ACH Payment CALPERS 3100	2,662.90		
 Aug 26, 2022	ACH Payment CALPERS 1900	350.00		
 Aug 26, 2022	ACH Payment BLUE OAK CHARTER PAYROLL	91.82		
 Aug 26, 2022	POS Purchase LAMINATION DEPOT 800-925- 0054 CA #3136 <i>supplies for laminator</i>	222.78		
 Aug 25, 2022	<u>Check 70148</u>	981.01		
 Aug 25, 2022	<u>Check 11145</u>	148.00		

Date ▼	Description ↕	Debit ↕	Credit ↕	Balance
● Aug 24, 2022	<u>Check 11171</u>	105.91		
● Aug 24, 2022	<u>Check 11165</u>	35.29		
● Aug 22, 2022	<u>Check 11160</u>	538.87		
● Aug 19, 2022	<u>Check 11170</u>	323.61		
● Aug 19, 2022	<u>Check 11164</u>	136.07		
● Aug 19, 2022	<u>Check 11163</u>	52.38		
● Aug 19, 2022	POS Purchase AMAZON.COM*DV1IU SEATTLE WA #3136 <i>supplies for i.ready testing</i>	92.17		
● Aug 18, 2022	<u>Check 70150</u>	1,361.93		
● Aug 18, 2022	<u>Check 11169</u>	564.60		
● Aug 18, 2022	<u>Check 11166</u>	321.75		
● Aug 17, 2022	Dep Item Ret Chrg	5.00		
● Aug 17, 2022	<u>Check 11167</u>	14,264.67		
● Aug 17, 2022	Deposit Item Ret CLOSED ACCT- <i>returned check from donation</i>	150.00		
● Aug 16, 2022	<u>Check 11168</u>	2,305.65		
● Aug 16, 2022	<u>Check 70152</u>	981.00		
● Aug 16, 2022	ACH Payment BLUE OAK CHARTER PAYMENTS <i>mgmt. fee charter impact.</i>	6,607.00		
● Aug 16, 2022	ACH Payment IRS USATAXPYMT	654.65		
● Aug 16, 2022	ACH Payment EMPLOYMENT DEVEL EDD EFTPMT	66.66		
● Aug 15, 2022	<u>Check 11161</u>	343.89		
● Aug 15, 2022	ACH Payment BENEFIT RESOURCE BRI XFER <i>Medical FSA</i>	116.00		
● Aug 15, 2022	Debit Card Purchase RALEY S #249 248 CHICO CA #3136 <i>Supplies opening ceremony</i>	80.41		
● Aug 11, 2022	<u>Check 70146</u>	3,600.00		
● Aug 11, 2022	ACH Payment IRS USATAXPYMT	1,475.89		
● Aug 11, 2022	ACH Payment EMPLOYMENT DEVEL EDD EFTPMT	80.70		

Date ▾	Description ↕	Debit ↕	Credit ↕	Balance
● Aug 11, 2022	ACH Payment EMPLOYMENT DEVEL EDD EFTPMT	68.90		
● Aug 10, 2022	<u>Check 11162</u>	5,407.41		
● Aug 10, 2022	ACH Payment BLUE OAK CHARTER PAYROLL	3,589.50		
● Aug 10, 2022	ACH Payment BLUE OAK CHARTER PAYROLL	1,993.31		
● Aug 10, 2022	POS Purchase BROWN SHEEP COMP 308-635-2198 NE #3136 <i>Classroom supplies.</i>	132.78		
● Aug 09, 2022	<u>Check 11148</u>	2,499.07		
● Aug 09, 2022	<u>Check 11153</u>	257.40		
● Aug 09, 2022	ACH Payment BLUE OAK CHARTER PAYMENTS	361.25		
● Aug 08, 2022	<u>Check 11157</u>	323.61		
● Aug 08, 2022	<u>Check 11159</u>	210.10		
● Aug 05, 2022	<u>Check 11146</u>	11,927.78		
● Aug 05, 2022	<u>Check 11151</u>	1,484.70		
● Aug 05, 2022	<u>Check 11156</u>	904.86		
● Aug 04, 2022	<u>Check 11154</u>	776.99		
● Aug 04, 2022	<u>Check 11155</u>	129.98		
● Aug 03, 2022	<u>Check 11150</u>	1,200.20		
● Aug 03, 2022	<u>Check 11147</u>	1,121.42		
● Aug 03, 2022	<u>Check 11152</u>	387.19		
● Aug 03, 2022	<u>Check 11149</u>	288.25		
● Aug 03, 2022	<u>Check 11143</u>	67.24		
● Aug 03, 2022	ACH Payment SPRINT8006396111 ACHBILLPAY BVWNIFQROFHG1NIY <i>Emergency cell phone</i>	33.25		
● Aug 03, 2022	POS Purchase WPY*Young Minney 855-999-3729 CA #3136 <i>Professional Development.</i>	450.00		
● Aug 02, 2022	<u>Check 11101</u>	776.99		
● Aug 02, 2022	ACH Payment BLUE OAK CHARTER PAYMENTS	4,565.00		

Date ▼	Description ↕	Debit ↕	Credit ↕	Balance
● Aug 01, 2022	<u>Check 11144</u>	1,379.48		

**Agenda Item: Accept Offers of Employment**

**Prepared by: Alexandra Archer**

**Charter Council Date: 09/20/2022**

**Background Information:**

Blue Oak would like to accept the following Offers of Employment:

- Mandy Kling, School Counselor
- Lacy Thompson, Custodian
- Vanessa Toman, Custodian/Kitchen Aide
- Lianna Camp, Paraprofessional
- Angelina Vaughan, Paraprofessional
- Tammy White, Paraprofessional
- Ciaran Flanagan, Education Specialist
- Anna Meehan, Speech-Language Pathologist



# BLUE OAK SCHOOL

## Finance Committee Contact Information 2022/2023 School Year

Amber Brown

Charter Council Representative - Chair

[amberbrown@blueoakcharterschool.org](mailto:amberbrown@blueoakcharterschool.org)

(530) 513-4934

Susan Domenighini

Administration Representative

[sdomenighini@blueoakcharterschool.org](mailto:sdomenighini@blueoakcharterschool.org)

(530) 828-2074

Kellie Machi

Classified Representative

[kellie@blueoakcharterschool.org](mailto:kellie@blueoakcharterschool.org)

(925) 518-3010

Kate McDonald

Teacher Representative

[katherinemcdonald@blueoakcharterschool.org](mailto:katherinemcdonald@blueoakcharterschool.org)

(805) 368-7208

Chairun Combs

Teacher Representative

[chairuncombs@blueoakcharterschool.org](mailto:chairuncombs@blueoakcharterschool.org)

(530) 720-2913

\*\*4 open Parent seats





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## E-rate/ECF Management Services Agreement

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, in the County of Butte, State of California, by **E-rate Advisors Inc**, hereinafter called "the Company", and **Blue Oak Charter School**, hereinafter called the Local Education Agency ("LEA").

WITNESSETH:

NOW, THEREFORE, the Parties agree as follows:

**Article 1: Contract with the Company:** The LEA hereby contracts with the Company to perform the necessary E-rate application services as hereinafter set forth.

**Article 2. The Company's Services:**

The Company hereby agrees to perform the following E-rate application services set forth to the satisfaction of the LEA, and described in Attachment A, which includes assuming responsibility for open issues from prior years.

**Article 3. The Company's Fee:**

**Article 3.1: E-rate Category 1 services, Fund Year 2023.** The LEA agrees to pay the Company a total of **\$1,500.00**, which will be billed by the Company to the LEA on a semi-annual basis, in October and March of each year. Payment shall be made within thirty (30) days of the date of the invoice.

**Article 3.2: E-rate Category 2 services, Fund Year 2023.** LEA agrees to pay the Company a total fee of **6% of the requested Category 2 funds, not to exceed \$2,000.00**. LEA shall pay the Company according to the following terms and conditions:

**Article 3.2.1:** Payment shall be made within thirty (30) days of the date of the invoice. Payment for the Services shall be made based upon specific milestones. The schedule of deliverable Services to be produced is as follows:

**3.2.2** Invoice 1      40% at completion of FCC Form 471, based on funds requested.

**3.2.3 Invoice 2** Balance due June 30th after the date the form 471 is submitted.

**Article 3.3: Emergency Connectivity Fund (ECF) services, Fund Year 2023.**

The LEA agrees to pay the Company a fee of \$500.00 plus 3% of funds requested, not to exceed **\$1,000.00** , which will be billed by the Company to the LEA upon approval of funding. Payment shall be made within thirty (30) days of the date of the invoice.

☐ Multi-year option: Services for Fund Years 2024/25 - 2025/26 will be billed each year according to the terms in Article 3.

*(Initial here to accept the multi-year option \_\_\_\_\_)*

**Article 4. Time of performance and Term of Agreement:** The services called for under this agreement shall be provided by the Company upon the signing of the contract, and ending upon completion of all work associated with the E-rate Fund Years cited in Article 3.

**Article 5. Employee Benefits, Hold Harmless:** The Company is an independent contractor to the LEA, therefore employee Benefits are not an element of this agreement. The Company agrees to indemnify and to hold free and harmless the LEA, its officers, agents, and employees from all loss, liability, damages, costs, or expenses that may or might at any time arise or be asserted against the LEA, its officers, agents and employees, arising by reason of, in the course of, or in connection with, the performance of this Agreement.

**Article 6. Confidentiality and Use of Information:** The Company shall hold in trust for the LEA, and shall not disclose to any person, any confidential information. The LEA shall keep confidential information that is related to the Company's research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation. The Company shall advise LEA of any and all material used, or recommended for use by the Company to achieve the project goals, that are subject to any copyright restrictions or requirements.

**Article 7. Administrator of Agreement:** This Agreement shall be administered on behalf of the LEA. Any notice to be sent to a party hereunder shall be addressed to:

<u>For LEA</u>	Attn: Susan Domenighini Executive Director 450 W East Ave Chico CA 95926	<u>For the Company</u>	Attn: Lara Allen President 113 E Azalea Dr Long Beach MS 39560
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**Article 8. Ownership of Work-Product:** All products of work performed pursuant to this Agreement will be the sole property of the LEA, except the Company's proprietary information and products.

**Article 9. Information provided by LEA to the Company:** The LEA is solely responsible for the information provided to the Company, and in turn, to the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). Any suits or legal action by the SLD or other parties as a result of information provided by the LEA is the responsibility of the LEA. An example of this, but not limited to, may be fraudulent information related to a procurement. The Company will endeavor to ascertain appropriate information, but will not be held liable if information is inaccurate or falsified by LEA.

**Article 10. Termination of Agreement:** The LEA or the Company may terminate this Agreement at any time and for any reason by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Agreement is terminated by the LEA as provided in this section, the Company shall be entitled to receive compensation for any satisfactory work, as determined by the LEA, completed up to the receipt by the Company of notice of termination and the effective date of termination pursuant to specific request by the LEA for the performance of such work.

**Article 11. Independent Contractor:** The Company, in the performance of this Agreement, shall be and act as an independent contractor. The Company understands and agrees that it and all of its employees shall not be considered officers, employees, co-agents, partner, or joint venture of the LEA, and are not entitled to benefits of any kind or nature normally provided employees of the LEA and/or to which LEA's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The Company shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to the Company's employees. In the performance of the work herein contemplated, the Company is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, the LEA being interested only in the results obtained.

**Article 12. Arbitration Fees and Hold Harmless:** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees. Both parties agree to hold the other party, its officers, agents or employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of the other party, its officers, agents or employees under this agreement. In the event the Company is found in breach of this agreement and/or negligent, the parties agree that the Company's financial and other liability will be limited to the compensation given to it by the LEA for the agreement year in question. The Company will not be liable for any other compensation to the LEA.

**Article 13. Alterations or Variance:** No alterations to this Agreement or variance from the provisions herein shall be valid unless made in writing and executed by both of the parties hereto.

**Article 14. A.B. 1610:** If the Company personnel are in contact with students on a more than limited or occasional basis as determined by the LEA, the Company agrees to provide the LEA with: written certification under penalty of perjury that all of its employees who may come in contact with students have been fingerprinted and had their criminal histories checked and that none of these employees have been convicted of a serious or violent felony. This contract may, at the LEA's discretion, be immediately terminated in the event the Company fails to comply with this law.

## **Article 15. Performance of Services**

**15.1. Standard of Care:** The Company represents that it has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the LEA. The Company's services will be performed, findings obtained,

reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to school agencies. The Company shall carefully study and compare all documents, findings, and other instructions and shall report to the LEA, in writing, any error, inconsistency, or omission that the Company or its employees may discover. The Company shall have responsibility for discovery of errors, inconsistencies, or omissions.

**15.2 Meetings:** The Company and the LEA agree to participate in regular meetings to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of the Company's performance of Services. Meetings will be conducted via telephone or web conferencing. Face to face meetings are available upon request for an additional fee.

**Article 16. Audit:** The Company shall establish and maintain records, and systems of accounting, in accordance with E-rate rules and regulations, regarding all E-Rate forms transacted under this Agreement. The Company shall provide these records and systems of accounting during the Term of this Agreement to the LEA at the completion of each E-rate Fund Year. The records should be sufficient, based on current program rules, to pass any audit performed by the Schools and Libraries Program. LEA shall retain the documentation for a minimum of ten (10) years after the end of the Fund Year. The Company shall support LEA with up to fifteen (15) hours of services in the event of a Beneficiary and Contributor Audit Program (BCAP) audit conducted by the Federal Communications Commission (FCC), or its agents. Services provided by the Company in excess of fifteen (15) hours will be billed at the rate of \$75.00 per hour, accrued in fifteen (15) minute increments. On-site presence during such audits is available upon request and at an additional fee. *The Modernization Orders implemented in 2015 marked a change in the audit procedures which made on-site audits a rare event.*

**Article 17. Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

**Article 18. California Law:** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the LEA's administrative offices are located.

**Article 19. Waiver:** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**Article 20. Severability:** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**Article 21. Provisions Required By Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

**Article 22. Authority to Bind Parties:** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

**Article 23. Captions and Interpretations:** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

**Article 24. Calculation of Time:** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.

**Article 25. Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

**Article 26. Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**Article 27. Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinabove first written.

**Blue Oak Charter School, BEN: 16073851**

**LEA Representative:**

**Representative Signature:**

**Signature Date:**

**E-rate Advisors, CRN: 16079893**

**Company Representative:**

*Lara Allen*

**Representative Signature:**

**Signature Date:**

August 10, 2022

## Attachment “A”: E-rate Application Scope of Work

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The following describes the deliverables and the responsibilities of the Company.

1. **E-rate cycle advanced planning**
  - a. Conduct an assessment and planning meeting with LEA to establish annual timelines and procurement needs as it relates to E-rate/ECF eligible goods and services.
  - b. Advise LEA of any adjustments needed to LEA processes in order to maintain program compliance.
2. **Schools and Libraries Division**
  - a. Act as the main point of contact and liaison with the Schools and Libraries Division (SLD).
3. **Discount Calculation**
  - a. Collect information necessary to establish the discount percent for the LEA and update the E-rate Productivity Center (EPC) applicant profile(s).
4. **Procurement**
  - a. In collaboration with LEA, Establish procurement type, procurement timeline and Evaluation Matrix criteria and points
  - b. Assist with the development of the Request for Proposal (RFP) when needed.
  - c. Provide sample language of Legal Notice for publishing in the newspaper, when needed.
  - d. The Company will prepare and certify the **FCC Form 470**.
    - i. The Company will ensure all deadlines associated with the FCC Form 470 are met in a timely manner.
  - e. Question and Answer from proposers: LEA may choose to respond to questions from proposers, or LEA may direct the Company to do so.
  - f. Receipt of proposals: The Company will, at minimum, be copied via email on all proposals received. The LEA may opt for the Company to manage receipt of all proposals, which will then be provided in an organized manner to the LEA for review.
  - g. Evaluation matrix: The Company will provide the Evaluation Matrix to the LEA for review, approval and signature.
  - h. Contract signature: The Company will ensure that a contract, proposal, or Letter of Intent is signed by the LEA prior to proceeding with the FCC Form 471.
5. **Request for funds**
  - a. The Company will prepare and certify, if authorized to certify by the LEA, the **FCC Form 471**, based on awarded services.
  - b. The Company will ensure all deadlines associated with the FCC Form 471 are met in a timely manner.
6. **Program Integrity Assurance (PIA)**
  - a. The Company will prepare and respond to all PIA questions in an expeditious manner.

**7. Funding Commitment Decision Letter (FCDL)**

- a. The Company will review the FCDL for accuracy.
  - i. An appeal will be submitted immediately if errors are discovered.

**8. FCC Form 486 and Post-Commitment activities.**

- a. The Company will communicate with the LEA to ensure the funding will be utilized in the given funding year.
- b. The Company will prepare and submit, if authorized by the LEA, the FCC Form 486.
- c. Promptly file all "post-commitment" forms necessary to remain compliant and ensure receipt of funding to LEA. This includes, but is not limited to, the FCC Form 472, Form 500, Service Substitutions, SPIN splits, Service Provider "grids" or "data collection" forms.

**9. Other services**

- a. Full service in the event of **Selective Review** or **Payment Quality Assurance Review**.
- b. **Audit support:** 15 hours of off-site (virtual) support
  - i. On-site audit support is available according to the following fee schedule:
    - 1. All travel expenses (i.e. airfare, lodging, rental car, meals)
    - 2. \$75 per hour for a minimum of 4 hours per day for a minimum of 3 days, not including travel days.

**10. Audit Documentation**

- a. All services rendered by the Company will have full guarantee of documentation needed to successfully pass an audit. There is no time limit on how long the Company will maintain such documents.
- b. Documents that are not available to the Company, such as proof of payment to service providers, will be the responsibility of the LEA.
  - i. LEA will be provided a list of documents that LEA will be responsible for.

**11. Inventory of Category 2 equipment**

- a. The Company will track equipment purchased with Category 2 funds, beginning with the first year of the contract between LEA and Company.

**12. Education**

- a. The Company will explain and educate the LEA on E-rate rules and regulations when requested.

**13. Services for open items from prior years**

- a. The Company will ensure that all funding for prior years is managed properly, so that the LEA benefits from the approved funding.
  - i. Service provider forms
  - ii. Invoicing
  - iii. Reconciliation
  - iv. Appeals, if necessary
  - v. Review of all funding and procurement procedures to ensure compliance with E-rate rules and regulations.



**The following describes the E-rate responsibilities of the LEA.**

14. **E-rate cycle advanced planning**
  - a. Communicate with the Company about the technology needs of the LEA
  - b. Ensure local procurement policy aligns with E-rate procurement requirements. The Company will assist with this.
  - c. Determine if the LEA will allow the Company to certify forms on behalf of the LEA.
15. **Schools and Libraries Division**
  - a. Assign full rights within the E-rate Productivity Center (EPC) to individual employees of the Company.
  - b. Allow the Company to communicate with the Schools and Libraries Division (SLD) on the LEA's behalf.
16. **Discount Calculation**
  - a. Provide requested documentation to the Company.
17. **Procurement**
  - a. Work with the Company to establish procurement timelines such as the opening and closing dates of the procurement.
  - b. Provide technical specifications for RFPs when needed.
  - c. Publish the Legal Notice in the newspaper, when needed.
  - d. Determine if the LEA will handle Q and A from proposers or if this will be delegated to the Company.
  - e. Ensure the Evaluation Matrix is filled out and signed prior to signing contracts.
  - f. Ensure contracts are signed in accordance with local policy.
18. **FCC Form 471**
  - a. Respond to requests from the Company regarding contracts, or other documentation necessary to support the Form 471.
19. **Program Integrity Assurance (PIA)**
  - a. Respond to any request for information from the Company within five (5) days of receipt of the request.
20. **Audit Documentation**
  - a. Maintain relevant E-rate documents for a minimum of 10 years beyond the last date of service. This documentation is separate from the documentation maintained by the Company. A full list of required documents will be provided by the Company.
21. **CIPA compliance: Provide evidence of**
  - a. Board agenda showing CIPA discussion
  - b. Board minutes showing CIPA discussion
  - c. Internet filtering mechanism
  - d. Internet Safety Policy
  - e. Cyberbullying education plan
22. **Inventory**
  - a. Maintain inventory information according to E-rate requirements. These requirements will be provided to the LEA by the Company.

# Letter of Agency

---

This agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between **E-rate Advisors, Inc.**, a California Corporation and **Blue Oak Charter School**, a Local Education Agency (LEA) under the laws of the State of California. E-rate Advisors' authority to communicate shall remain in effect during the term of the E-rate Management Services Agreement.

This Letter of Agency (LOA) grants E-rate Advisors the authority to investigate and communicate with E-rate service providers, the Schools and Libraries Division of the Universal Service Administrative Company and any other agency relevant to E-rate and CTF discounts on behalf of the LEA.

The LOA shall remain effective for the E-rate Fund Years prior to and including 2019, not to exceed December 31, 2028.

E-rate Advisors representatives include:

Lara Allen      Rachel White      Ed White      Heather Baker

## **Blue Oak Charter School, BEN: 16073851**

**LEA Representative:**

**Representative Signature:**

**Signature Date:**

## **E-rate Advisors, CRN: 16079893**

**Company Representative:**

*Lara Allen*

**Representative Signature:**

**Signature Date:**

August 10, 2022

## **Special Education Memorandum of Understanding between Blue Oak Charter School and Sherwood Montessori**

This special education memorandum of understanding (“MOU” or “Agreement”) is between Blue Oak Charter School (“BOCS”) and Sherwood Montessori (“SM”), which are referred to as the “parties”.

### **RECITALS:**

- A. BOCS is a charter school authorized by Chico Unified School District (CUSD). BOCS operates as an independent Local Education Agency (“LEA”) member of the El Dorado County Charter SELPA for purposes of special education.
- B. SM is a charter school authorized by the Chico Unified School District. SM operates as an independent LEA member of the El Dorado County Charter SELPA for purposes of special education.
- C. BOCS wishes to contract with SM for SM’s provision of School Psychology services to BOCS students, as more fully discussed in this MOU.

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

### **1. Purpose**

The purpose of the MOU is to ensure that BOCS students are provided with assessments in the area of school psychology services by SM when required and in conformity with their IEPs. It is agreed that BOCS shall retain all financial and legal responsibilities under the Individuals with Disabilities Education Improvement Act (“IDEA”) and related federal and California laws for BOCS students served by SM in accordance with this MOU. BOCS shall remain liable for all complaints, mediations, due process matters and/or other litigation initiated by or on behalf of BOCS students which arise under such laws. SM's sole responsibility with respect to BOCS students is to assist BOCS in conducting psychological assessments, assisting in developing IEPs for students, and providing School Psychology services described in the students’ IEPs. Thus, SM shall only be considered a service provider and not the responsible LEA for any BOCS student and shall incur no costs associated with the provision of these services, all of which shall be paid by BOCS as set forth in this MOU. Unless the parties agree otherwise in writing, SM is not required to provide anything beyond what is specifically identified in this MOU. Any and all additional assessments, program, placement and services shall be the responsibility of BOCS.

### **2. Evaluations/Assessments**

At the request of BOCS, SM shall timely conduct initial and re-evaluation

assessments of students limited to the following areas: cognitive, psychological processing, social/emotional, behavior, academic performance, and communication. SM shall consult with BOCS staff when selecting and conducting assessments and shall assist BOCS staff in preparing the assessment plan.

### **3. Individualized Education Plan Development/FAPE**

SM will assist BOCS in developing written individualized education plans (IEP) for students with exceptional needs through the IEP team process, by providing a School Psychologist at 0.4 FTE. A calendar outlining the expected workdays of the School Psychologist is attached in Exhibit A. BOCS shall be responsible for ensuring the IEP team shall have all legally mandated members, including but not limited to a BOCS administrator or designee. SM shall provide collaborative input to BOCS in its development of IEPs. SM shall participate in IEP meetings to report on assessments, or any other service provided under this MOU. BOCS and SM will collaboratively schedule all IEP meetings in which SM may be involved. A BOCS administrator or designee will serve as the Administrator of Record at each IEP meeting. BOCS shall be responsible to make an offer a free appropriate public education (“FAPE”) for BOCS students.

SM shall do the following to assist in IEP development and implementation for BOCS students who receive Section 2 listed services pursuant to their IEP:

- (a) Track referral, assessment, and all IEP timelines.
- (b) Assist BOCS in drafting IEPs and IEP Addendums including present levels of performance, goals and objectives, accommodations and modification in the areas listed in section 2.
- (c) Assist BOCS in developing its offer of FAPE related to the area listed in Section 2.
- (d) Assist BOCS in ensuring that student's services listed in Section 2 are being implemented in accordance with the IEP.
- (e) Assist BOCS with investigating and responding to compliance complaints, special education audits, and other investigations or complaints related to services listed in Section 2.

### **4. Special Education Services**

The IEP team shall have responsibility for determining the appropriate placements and services for BOCS students with exceptional needs in accordance with applicable laws. BOCS shall be responsible for providing placements for special education students in accordance with the student's IEP, which shall be provided in the least restrictive environment and shall be consistent with state and federal laws and regulations.

SM will provide the following services to BOCS related to special education functions, in accordance with the Fiscal Agreement identified in this MOU:

- (a) SM will provide only school-based consultation services to special education students in accordance with their IEPs.
- (b) In order to implement the services identified in paragraph 4(a), SM shall employ appropriately qualified personnel. SM school psychology staff and services will be provided both on and off the BOCS site, as SM and BOCS administrators determine appropriate.
- (c) The school psychology staff will follow the calendar of SM.

**5. Additional BOCS Obligations**

BOCS shall:

- (a) Pay SM for services identified herein, consistent with the Fiscal Agreement set forth in paragraph 9 below.
- (b) Provide SM personnel with appropriate designated workspace for the delivery of services within BOCS buildings as assigned.
- (c) Provide internet data connections in workspaces designated for SM personnel at the BOCS site.
- (d) Be responsible for funding all regional program assessments and services through the El Dorado County Charter SELPA bill-back process.
- (e) Contracting with any and all nonpublic agencies, nonpublic schools, or other providers for assessments, services, and placements of students, as necessary.
- (f) Implement all general education accommodations, modifications, and services specified in students' IEPs.
- (g) Ensure the attendance of appropriate BOCS personnel who are required to attend IEP meetings, including an BOCS administrator or designee and general education teacher(s).
- (h) Store confidential files at the BOCS site.
- (i) Provide all necessary low incidence materials and equipment in accordance with students' IEPs.

- (j) Provide psychologist with assessment results a minimum of 72 hours prior to a scheduled IEP meeting. The SM staff will communicate assessment results 24 hours prior to a scheduled IEP meeting.

## **6. Dispute Resolution**

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

## **7. Due Process and/or Litigation**

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

## **8. Indemnification**

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

## **9. Fiscal Agreement**

SM will bill BOCS in advance for school psychology on a monthly basis at the rate of:

- School Psychology:
  - a. 0.4 FTE or equivalent of 117 days based on the employee's position on a contract of 195 working days. Any additional days of work required by BOCS shall be requested in writing and approved by both BOCS and SM administrators. BOCS will be billed at the employee's daily rate, daily benefit costs plus a 3% fee based on the daily amounts.
  - b. Sixty percent (40%) of the benefit cost of the employee, including STRS, payroll fees and other fees associated with an employee.
- Mileage rate equal to the IRS Standard Mileage Rates
- Actual costs of translation services as needed and requested by BOCS for any reports and assessments performed by SM staff.
- 3% Administrative Fee based upon the salary and benefit rates listed above.

BOCS has thirty (30) days from the date of billing to issue payment to SM.

#### **10. Agreement / Term**

- (a) This MOU constitutes the entire understanding between parties and supersedes any prior or concurrent agreement, oral or written, between or among SM and/or BOCS concerning its subject matter. Any modification to this MOU shall be effective only if in writing and signed by all parties. If any provision or any part of this MOU is for any reason held to be invalid or unenforceable or contrary to public policy, law, or statute, and/or ordinance, the remaining provisions of this MOU shall not be affected thereby and shall remain valid and fully enforceable.
- (b) The term of this Agreement and services shall commence on August 1, 2022 and continue until a permanent replacement is found.
- (c) SM will seek advisement and input from BOCS in regards to periodic program evaluation and evaluating delivery of psychological services. BOCS retains the ability to perform an independent evaluation of the School Psychologist services provided. SM retains the sole responsibility to perform staff evaluations of SM employees who implement services in accordance with this MOU; however, SM is invited to collaborate with BOCS staff in this regard as needed.

- (d) This Agreement has been made and entered into the State of California and the laws of said State will govern the validity and interpretation of this Agreement.
- (e) The persons signing this MOU warrant that they are duly authorized to sign it on behalf of the persons and entities being bound.

This Agreement may be executed in counterparts, all of which, taken together, shall be deemed an original.

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

**On Behalf of Blue Oak Charter School**

Date: \_\_\_\_\_

By: \_\_\_\_\_ BOCS Director

By: \_\_\_\_\_ BOCS Board Chairperson

**On Behalf of Sherwood Montessori**

Date: \_\_\_\_\_

By: \_\_\_\_\_ SM Director

By: \_\_\_\_\_ SM Board Chairperson





## INDEPENDENT AGENCY AGREEMENT

This Independent Agency Agreement (AGREEMENT) is made between Blue Oak Charter School (BLUE OAK), and Family Behavior Solutions, doing business as "Family First" (FAMILY FIRST) (together, PARTIES).

The PARTIES agree as follows:

1. **Services.** FAMILY FIRST shall furnish to BLUE OAK the services as described in EXHIBIT "A" attached hereto and incorporated herein by this reference ("Services").
2. **Term.** The term for Services and schedule is **9/12/2022** through **6/30/2023**.
3. **Compensation.** BLUE OAK's compensation to FAMILY FIRST shall be as set forth in EXHIBIT "A" as the proposed Scope for Services, but in no event shall any fees, costs, or expenses be incurred, without the express approval of BLUE OAK.
4. **Expenses.** BLUE OAK shall not be liable to FAMILY FIRST for any costs or expenses paid or incurred by FAMILY FIRST in performing Services for BLUE OAK, other than as identified in EXHIBIT "A."
5. **Independent Contractor.** FAMILY FIRST, in the performance of this AGREEMENT, shall be and act as an independent contractor. FAMILY FIRST understands and agrees that FAMILY FIRST and all employees shall not be considered officers, employees, agents, partner, or joint venture of BLUE OAK, and are not entitled to benefits of any kind or nature normally provided employees of BLUE OAK and/or to which BLUE OAK's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. FAMILY FIRST shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to FAMILY FIRST's employees.
6. **Materials.** FAMILY FIRST shall furnish, and pay for all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
7. **Standard of Care.** FAMILY FIRST's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of the profession for such services to California schools.

8. **Originality of Services.** FAMILY FIRST agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to BLUE OAK and/or used in connection with this AGREEMENT, shall be wholly original to FAMILY FIRST and shall not be copied in whole or in part from any other source, except that submitted to FAMILY FIRST by BLUE OAK as a basis for such Services.
9. **Audit.** FAMILY FIRST shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of FAMILY FIRST transacted under this Agreement. FAMILY FIRST shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. FAMILY FIRST shall permit BLUE OAK, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that BLUE OAK shall give reasonable prior notice to FAMILY FIRST and shall conduct audit(s) during FAMILY FIRST's normal business hours, unless FAMILY FIRST otherwise consents.

#### 10. Termination.

- a. **Without Cause by BLUE OAK.** BLUE OAK may, at any time, with or without reason, terminate this Agreement with thirty (30) days written notice, and compensate FAMILY FIRST only for Services satisfactorily rendered up to the date of termination (i.e., BLUE OAK will compensate FAMILY FIRST for Services completed to date as a pro rata amount of the full fees, costs, and expenses). Written notice by BLUE OAK shall be sufficient to stop further performance of Services by FAMILY FIRST. Notice shall be deemed given when received by FAMILY FIRST or no later than three (3) days after the day of mailing, whichever is sooner.
- b. **Without Cause by FAMILY FIRST.** FAMILY FIRST may, upon thirty (30) days written notice, with or without reason, terminate this Agreement. Upon this termination, BLUE OAK shall only be obligated to compensate FAMILY FIRST for Services satisfactorily rendered to the date of termination. Written notice by FAMILY FIRST shall be sufficient to stop further performance of services to BLUE OAK. FAMILY FIRST acknowledges that this thirty (30) day notice period is acceptable so that BLUE OAK can attempt to procure the Services from another source.
- c. Upon termination, FAMILY FIRST shall provide BLUE OAK with all documents produced maintained or collected by FAMILY FIRST pursuant to this Agreement, whether or not such documents are final or draft documents.

**11. Indemnification.** To the furthest extent permitted by California law, FAMILY FIRST shall, at its sole expense, defend, indemnify, and hold harmless BLUE OAK, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the “indemnified parties”) from any and all demands, losses, liabilities, claims, suits, and actions (the “claims”) of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and FAMILY FIRSTs and/or attorney’s fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by FAMILY FIRST under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. BLUE OAK shall have the right to accept or reject any legal representation that FAMILY FIRST proposes to defend the indemnified parties.

**12. Insurance.**

a. FAMILY FIRST shall procure and maintain at all times it performs any portion of the Services the following insurance:

- i. **General Liability.** One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability.
- ii. **Workers’ Compensation and Employers’ Liability Insurance.** For all of FAMILY FIRST’s employees who are subject to this Agreement and to the extent required by the applicable state or federal law, FAMILY FIRST shall keep in full force and effect, a Workers’ Compensation policy. That policy shall provide employers’ liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

**13. Compliance with Laws.** FAMILY FIRST shall observe and comply with all rules and regulations of the governing board of BLUE OAK and all federal, state, and local laws, ordinances and regulations. FAMILY FIRST shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If FAMILY FIRST observes that any portion of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, FAMILY FIRST shall notify BLUE OAK, in writing, and, at the sole option of BLUE OAK, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon FAMILY FIRST’s receipt of a written termination notice from BLUE OAK. If FAMILY FIRST performs any portion of the Services that is in violation of any laws, ordinances, rules or regulations, without first notifying BLUE OAK of the violation, FAMILY FIRST shall bear all costs arising therefrom.

14. **Permits/Licenses.** FAMILY FIRST and all of FAMILY FIRST's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
15. **Safety and Security.** FAMILY FIRST is responsible for maintaining safety in the performance of this Agreement. FAMILY FIRST shall be responsible to ascertain from BLUE OAK the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
16. **Antidiscrimination.** It is the policy of FAMILY FIRST that in connection with all work performed under its contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore FAMILY FIRST agrees to comply with applicable Federal and California laws including, but not limited to, Labor Code section 1735 and the California Fair Employment and Housing Act beginning with Government Code section 12900.
17. **Confidentiality.** FAMILY FIRST and all FAMILY FIRST's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
18. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission.
19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorneys' fees.
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties
22. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding

brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County, California.

23. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
24. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
25. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
26. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

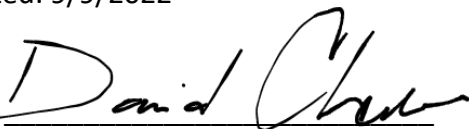
IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.


Family Behavior Solutions

BLUE OAK Representative

Dated: 9/9/2022

Dated: 09/15/2022

By: 

By:   
Signer ID: C114NCLCP8...

Name: David Charlon

Name: Susan Domenighini

Title: Owner/CEO

Title: Executive Director

**EXHIBIT "A"**  
**Scope of Services**

BLUE OAK agrees to pay FAMILY FIRST for Ongoing Behavioral Services satisfactorily rendered pursuant to this AGREEMENT unless otherwise agreed upon. The basis for this fee for services shall be as follows:

\$95/hour for behavioral services  
\$40/hour for travel time

# Signature Certificate



Envelope Ref:202df2d3d3b2918d30191323db28d123d39f78cd

Author: David Charlon Creation Date: 09 Sep 2022, 14:12:25, PDT Completion Date: 15 Sep 2022, 08:41:59, PDT

## Document Details:



Name: INDEPENDENT AGENCY AGREEMENT Blue Oak-Family First 2022-2023

Type:

Document Ref: 99d6929d75325617dc2ee3915d647a2eebcdbde56595f0e1c55470ee6ce0f77b8

Document Total Pages: 6

## Document Signed By:

Name: Susan Domenighini  
Email: sdomenighini@blueoakcharterschool.org  
IP: 205.155.216.70  
Location: CHICO, CA (US)  
Date: 15 Sep 2022, 08:41:59, PDT  
Consent: eSignature Consent Accepted  
Security Level: Email

*Susan Domenighini*

Signer ID :C114NCLCP8...

## Document History:

Envelope Created David Charlon created this envelope on 09 Sep 2022, 14:12:25, PDT  
Invitation Sent Invitation sent to Susan Domenighini on 09 Sep 2022, 14:19:01, PDT  
Invitation Accepted Invitation accepted by Susan Domenighini on 12 Sep 2022, 08:10:31, PDT  
Signed by Susan Domenighini Susan Domenighini signed this Envelope on 15 Sep 2022, 08:41:59, PDT  
Executed Document(s) successfully executed on 15 Sep 2022, 08:41:59, PDT  
Signed Document(s) Link emailed to sdomenighini@blueoakcharterschool.org  
Signed Document(s) Link emailed to dcharlon@familyfirstsolution.com

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM**  
July 1, 2021 to June 30, 2022

**CHARTER SCHOOL CERTIFICATION**

**Charter School Name:** Blue Oak Charter School  
**CDS #:** 04614246119523  
**Charter Approving Entity:** Chico Unified School District  
**County:** Butte  
**Charter #:** 0415

**NOTE: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:**

For information regarding this report, please contact:

<u>For County Fiscal Contact:</u>	<u>For Approving Entity:</u>	<u>For Charter School:</u>
_____ Name	_____ Name	<u>Susan Domenighini</u> Name
_____ Title	_____ Title	<u>Executive Director</u> Title
_____ Telephone	_____ Telephone	<u>(530) 879-7483</u> Telephone
_____ Email address	_____ Email address	<u>sdomenighini@blueoakcharterschool.org</u> Email address

To the entity that approved the charter school:

(  X ) 2021-22 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 42100(b).

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

Printed Name: Susan Domenighini Title: Executive Director

To the County Superintendent of Schools:

(  X ) 2021-22 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 42100(a).

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

To the Superintendent of Public Instruction:

(  X ) 2021-22 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 42100(a).

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
County Superintendent/Designee  
(Original signature required)



**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2021 to June 30, 2022

Charter School Name: Blue Oak Charter School  
CDS #: 04614246119523  
Charter Approving Entity: Chico Unified School District  
County: Butte  
Charter #: 0415

**This charter school uses the following basis of accounting:**

**(Please enter an "X" in the applicable box below; check only one box)**

- ☒ **Accrual Basis** (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900, 6910, 7438, 9400-9489, 9660-9669, 9796, and 9797)
- ☐ **Modified Accrual Basis** (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 6600, 7438, 7439, and 9711-9789)

Description	Object Code	Unrestricted	Restricted	Total
<b>A. REVENUES</b>				
1. LCFF Sources				
State Aid - Current Year	8011	935,615.00		935,615.00
Education Protection Account State Aid - Current Year	8012	804,906.00		804,906.00
State Aid - Prior Years	8019	0.00		0.00
Transfers to Charter Schools in Lieu of Property Taxes	8096	636,546.00		636,546.00
Other LCFF Transfers	8091, 8097	0.00	0.00	0.00
Total, LCFF Sources		2,377,067.00	0.00	2,377,067.00
2. Federal Revenues (see NOTE in Section L)				
No Child Left Behind/Every Student Succeeds Act	8290		84,627.00	84,627.00
Special Education - Federal	8181, 8182		52,352.00	52,352.00
Child Nutrition - Federal	8220		0.00	0.00
Donated Food Commodities	8221		0.00	0.00
Other Federal Revenues	8110, 8260-8299	0.00	489,219.65	489,219.65
Total, Federal Revenues		0.00	626,198.65	626,198.65
3. Other State Revenues				
Special Education - State	StateRevSE		164,560.00	164,560.00
All Other State Revenues	StateRevAO	48,889.31	447,855.05	496,744.36
Total, Other State Revenues		48,889.31	612,415.05	661,304.36
4. Other Local Revenues				
All Other Local Revenues	LocalRevAO	574,158.90	0.00	574,158.90
Total, Local Revenues		574,158.90	0.00	574,158.90
5. TOTAL REVENUES		3,000,115.21	1,238,613.70	4,238,728.91
<b>B. EXPENDITURES (see NOTE in Section L)</b>				
1. Certificated Salaries				
Certificated Teachers' Salaries	1100	988,798.42	403,223.52	1,392,021.94
Certificated Pupil Support Salaries	1200	0.00	35,124.61	35,124.61
Certificated Supervisors' and Administrators' Salaries	1300	193,559.64	0.00	193,559.64
Other Certificated Salaries	1900	0.00	0.00	0.00
Total, Certificated Salaries		1,182,358.06	438,348.13	1,620,706.19
2. Noncertificated Salaries				
Noncertificated Instructional Salaries	2100	66,249.63	156,330.96	222,580.59
Noncertificated Support Salaries	2200	0.00	0.00	0.00
Noncertificated Supervisors' and Administrators' Salaries	2300	0.00	0.00	0.00
Clerical, Technical and Office Salaries	2400	147,781.16	0.00	147,781.16
Other Noncertificated Salaries	2900	136,306.97	0.00	136,306.97
Total, Noncertificated Salaries		350,337.76	156,330.96	506,668.72

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2021 to June 30, 2022

Charter School Name: Blue Oak Charter School

CDS #: 04614246119523

Description	Object Code	Unrestricted	Restricted	Total
<b>3. Employee Benefits</b>				
STRS	3101-3102	179,741.71	65,877.41	245,619.12
PERS	3201-3202	99,148.76	47,041.72	146,190.48
OASDI / Medicare / Alternative	3301-3302	47,993.37	21,353.48	69,346.85
Health and Welfare Benefits	3401-3402	108,556.95	19,500.00	128,056.95
Unemployment Insurance	3501-3502	10,275.74	0.00	10,275.74
Workers' Compensation Insurance	3601-3602	11,256.00	0.00	11,256.00
OPEB, Allocated	3701-3702	0.00	0.00	0.00
OPEB, Active Employees	3751-3752	0.00	0.00	0.00
Other Employee Benefits	3901-3902	0.00	0.00	0.00
Total, Employee Benefits		456,972.53	153,772.61	610,745.14
<b>4. Books and Supplies</b>				
Approved Textbooks and Core Curricula Materials	4100	3,383.43	0.00	3,383.43
Books and Other Reference Materials	4200	16,380.18	0.00	16,380.18
Materials and Supplies	4300	75,868.37	20,122.03	95,990.40
Noncapitalized Equipment	4400	19,527.62	0.00	19,527.62
Food	4700	0.00	0.00	0.00
Total, Books and Supplies		115,159.60	20,122.03	135,281.63
<b>5. Services and Other Operating Expenditures</b>				
Subagreements for Services	5100	2,785.45	274,093.27	276,878.72
Travel and Conferences	5200	11,736.64	0.00	11,736.64
Dues and Memberships	5300	7,785.00	0.00	7,785.00
Insurance	5400	45,603.22	0.00	45,603.22
Operations and Housekeeping Services	5500	89,880.05	0.00	89,880.05
Rentals, Leases, Repairs, and Noncap. Improvements	5600	310,781.43	298,527.01	609,308.44
Transfers of Direct Costs	5700-5799	0.00	0.00	0.00
Professional/Consulting Services and Operating Expend.	5800	294,311.11	0.00	294,311.11
Communications	5900	7,266.82	0.00	7,266.82
Total, Services and Other Operating Expenditures		770,149.72	572,620.28	1,342,770.00
<b>6. Capital Outlay</b>				
(Objects 6100-6170, 6200-6500 modified accrual basis only)				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Lease Assets	6600			0.00
Depreciation Expense (accrual basis only)	6900	19,426.44	0.00	19,426.44
Amortization Expense - Lease Assets	6910	0.00	0.00	0.00
Total, Capital Outlay		19,426.44	0.00	19,426.44
<b>7. Other Outgo</b>				
Tuition to Other Schools	7110-7143	0.00	0.00	0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE		0.00	0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00
All Other Transfers	7281-7299	0.00	0.00	0.00
Transfers of Indirect Costs	7300-7399	(419.00)	419.00	0.00
Debt Service:				
Interest	7438	0.00	0.00	0.00
Principal (for modified accrual basis only)	7439			0.00
Total Debt Service		0.00	0.00	0.00
Total, Other Outgo		(419.00)	419.00	0.00
<b>8. TOTAL EXPENDITURES</b>		2,893,985.11	1,341,613.01	4,235,598.12

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2021 to June 30, 2022

Charter School Name: Blue Oak Charter School

CDS #: 04614246119523

Description	Object Code	Unrestricted	Restricted	Total
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		106,130.10	(102,999.31)	3,130.79
<b>D. OTHER FINANCING SOURCES / USES</b>				
1. Other Sources	8930-8979	0.00	0.00	0.00
2. Less: Other Uses	7630-7699	0.00	0.00	0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(102,999.31)	102,999.31	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		(102,999.31)	102,999.31	0.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)</b>		3,130.79	0.00	3,130.79
<b>F. FUND BALANCE / NET POSITION</b>				
1. Beginning Fund Balance/Net Position				
a. As of July 1	9791	1,150,984.23	0.00	1,150,984.23
b. Adjustments/Restatements	9793, 9795	(530,938.23)	0.00	(530,938.23)
c. Adjusted Beginning Fund Balance /Net Position		620,046.00	0.00	620,046.00
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		623,176.79	0.00	623,176.79
<b>Components of Ending Fund Balance (Modified Accrual Basis only)</b>				
a. Nonspendable				
1. Revolving Cash (equals Object 9130)	9711			0.00
2. Stores (equals Object 9320)	9712			0.00
3. Prepaid Expenditures (equals Object 9330)	9713			0.00
4. All Others	9719			0.00
b. Restricted	9740			0.00
c. Committed				
1. Stabilization Arrangements	9750			0.00
2. Other Commitments	9760			0.00
d. Assigned	9780			0.00
e. Unassigned/Unappropriated				
1. Reserve for Economic Uncertainties	9789			0.00
2. Unassigned/Unappropriated Amount	9790M			0.00
<b>3. Components of Ending Net Position (Accrual Basis only)</b>				
a. Net Investment in Capital Assets	9796	1,618.90	0.00	1,618.90
b. Restricted Net Position	9797		0.00	0.00
c. Unrestricted Net Position	9790A	621,557.89	0.00	621,557.89

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2021 to June 30, 2022

Charter School Name: Blue Oak Charter School

CDS #: 04614246119523

Description	Object Code	Unrestricted	Restricted	Total
<b>G. ASSETS</b>				
1. Cash				
In County Treasury	9110	0.00	0.00	0.00
Fair Value Adjustment to Cash in County Treasury	9111	0.00	0.00	0.00
In Banks	9120	300,601.30	(149,476.61)	151,124.69
In Revolving Fund	9130	0.00	0.00	0.00
With Fiscal Agent/Trustee	9135	0.00	0.00	0.00
Collections Awaiting Deposit	9140	0.00	0.00	0.00
2. Investments	9150	0.00	0.00	0.00
3. Accounts Receivable	9200	0.00	0.00	0.00
4. Due from Grantor Governments	9290	463,362.47	386,822.56	850,185.03
5. Stores	9320	0.00	0.00	0.00
6. Prepaid Expenditures (Expenses)	9330	73,169.12	0.00	73,169.12
7. Other Current Assets	9340	28,000.00	0.00	28,000.00
8. Lease Receivable	9380	0.00	0.00	0.00
9. Capital Assets (accrual basis only)	9400-9489	1,618.90	0.00	1,618.90
10. TOTAL ASSETS		866,751.79	237,345.95	1,104,097.74
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>				
1. Deferred Outflows of Resources	9490	0.00	0.00	0.00
2. TOTAL DEFERRED OUTFLOWS		0.00	0.00	0.00
<b>I. LIABILITIES</b>				
1. Accounts Payable	9500	243,575.00	5,393.33	248,968.33
2. Due to Grantor Governments	9590	0.00	0.00	0.00
3. Current Loans	9640	0.00	0.00	0.00
4. Unearned Revenue	9650	0.00	231,952.62	231,952.62
5. Long-Term Liabilities (accrual basis only)	9660-9669	0.00	0.00	0.00
6. TOTAL LIABILITIES		243,575.00	237,345.95	480,920.95
<b>J. DEFERRED INFLOWS OF RESOURCES</b>				
1. Deferred Inflows of Resources	9690	0.00	0.00	0.00
2. TOTAL DEFERRED INFLOWS		0.00	0.00	0.00
<b>K. FUND BALANCE /NET POSITION</b>				
Ending Fund Balance /Net Position, June 30 (G10 + H2) - (I6 + J2) (must agree with Line F2)		623,176.79	0.00	623,176.79

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2021 to June 30, 2022

Charter School Name: Blue Oak Charter School

CDS #: 04614246119523

**L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT**

**NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT:**

**1. Federal Revenue Used for Capital Outlay and Debt Service**

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "NONE")	Capital Outlay	Debt Service	Total
a. NONE	\$ 0.00	0.00	0.00
b.			0.00
c.			0.00
d.			0.00
e.			0.00
f.			0.00
g.			0.00
h.			0.00
i.			0.00
j.			0.00
TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE	0.00	0.00	0.00

**2. Community Services Expenditures**

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Objects of Expenditures	Amount (Enter "0.00" if none)
a. Certificated Salaries 1000-1999	0.00
b. Noncertificated Salaries 2000-2999	0.00
c. Employee Benefits except 3801-	0.00
d. Books and Supplies 4000-4999	0.00
e. Services and Other Operating Expenditures 5000-5999	0.00
TOTAL COMMUNITY SERVICES EXPENDITURES	0.00

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2021 to June 30, 2022

Charter School Name: Blue Oak Charter School

CDS #: 04614246119523

**3. Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster**

	Amount
Brief Description i.e., COVID-19 (If no amounts, indicate "None")	
a. <u>None</u>	<u>0.00</u>
b. _____	_____
c. _____	_____
d. _____	_____
TOTAL SUPPLEMENTAL EXPENDITURES (Should not be negative)	<u><u>0.00</u></u>

**4. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:**

Results of this calculation will be used for comparison with 2020-21 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2023-24.

a. Total Expenditures (B8)	4,235,598.12
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	626,198.65
c. Subtotal of State & Local Expenditures [a minus b]	3,609,399.47
d. Less Community Services [L2 Total]	0.00
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600 and 6910]	19,426.44
f. Less Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster	0.00
TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE [c minus d minus e minus f]	\$ <u><u>3,589,973.03</u></u>

Blue Oak Charter School  
Final expenditures through: June 30, 2022  
Resource 1400 Education Protection Account

Description	Object Codes	Amount
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>		
Local Control Funding Formula Sources	8010-8099	755,987.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
TOTAL AVAILABLE		755,987.00
<b>EXPENDITURES AND OTHER FINANCING USES</b>		
Certificated Salaries	1000-1999	402,117.94
Classified Salaries	2000-2999	0.00
Employee Benefits	3000-3999	73,869.06
Books and Supplies	4000-4999	0.00
Services, Other Operating Expenses	5000-5999	280,000.00
Capital Outlay	6000-6599	0.00
Other Outgo (excluding Direct Support/Indirect Costs)	7100-7299	
	7400-7499	0.00
Direct Support/Indirect Costs	7300-7399	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		755,987.00
<b>BALANCE (Total Available minus Total Expenditures and Other Financing Uses)</b>		0.00



**2022–23 Application for Funding****CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, [ConAppSupport@cde.ca.gov](mailto:ConAppSupport@cde.ca.gov), 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
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**District English Learner Advisory Committee Review**

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	Yes
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**Application for Categorical Programs**

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

<b>Title I, Part A (Basic Grant)</b> ESSA Sec. 1111 et seq. SACS 3010	Yes
<b>Title II, Part A (Supporting Effective Instruction)</b> ESEA Sec. 2104 SACS 4035	Yes
<b>Title III English Learner</b> ESEA Sec. 3102 SACS 4203	No
<b>Title III Immigrant</b> ESEA Sec. 3102 SACS 4201	No
<b>Title IV, Part A (Student and School Support)</b> ESSA Sec. 4101 SACS 4127	Yes

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.