

PARENT/GUARDIAN AND FAMILY ENGAGEMENT POLICY

The Blue Oak Charter Council recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent/guardian involvement in the education of their children contributes greatly to student achievement and a positive school environment. Research has shown that the attitudes, behavior, and achievement of children are enhanced when parents or other caregivers are involved in their children's education. To that end, Blue Oak Charter School (the "LEA") has adopted this parent and family engagement policy in order to promote learning and provide a positive learning experience for the students of its schools. This policy has also been incorporated into the LEA's plan developed pursuant to federal law and submitted to the California Department of Education with the LEA's Consolidated Application.

Parents/Guardians shall be notified of their rights to be informed about and participate in their children's education and of the opportunities available to them. The school's local control and accountability plan (LCAP) shall include goals and strategies for parent/guardian involvement and family engagement, including efforts to seek parent/guardian input in district and school site decision-making and to promote parent/guardian participation in programs for English learners, foster youth, students eligible for free and reduced-price meals, and students with disabilities.

1. Involve parents/guardians and family members in the joint development of a district plan that meets the requirements of 20 USC 6312 and in the development of school support and improvement plans pursuant to 20 USC 6311 (20 USC 6318)

The Executive Director or designee shall work with parents/guardians and family members to jointly develop and agree upon policy and strategies to meaningfully involve parents/guardians and family members in school activities at all grade levels; advisory, decision-making, and advocacy roles; and activities to support learning at home.

Blue Oak is a Title 1 School. The Executive Director or designee shall involve parents/guardians and family members in establishing expectations and objectives for meaningful parent/guardian and family engagement in schools supported by Title I funding, developing strategies that describe how Blue Oak will carry out each activity listed in 20 USC 6318, as contained in the accompanying administrative regulation and implementing and evaluating such programs, activities, and procedures. As appropriate, the Executive Director or designee shall conduct outreach to all parents/guardians and family members. (Education Code 11503; 20 USC 6318) Expenditures of such funds shall be consistent with the activities specified in this policy and shall include at least one of the following: (20 USC 6318) 1. Support for schools and nonprofit organizations in providing professional development for staff regarding parent/guardian and family engagement strategies, which may be provided jointly to teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, early childhood educators, and parents/guardians and family members 2. Support for programs that reach parents/guardians and family members at home, in the community, and at school 3. Dissemination of information on best practices focused on parent/guardian and family

engagement, especially best practices for increasing the engagement of economically disadvantaged parents/guardians and family members 4. Collaboration, or the provision of subgrants to schools to enable collaboration, with community-based or other organizations or employers with a record of success in improving and increasing parent/guardian and family engagement 5. Any other activities and strategies that the district determines are appropriate and consistent with this policy

Parents/Guardians and family members of participating children will be involved in the development of the LEA plan required by federal law, the LCAP required by state law, and the Strategic plan when one is completed. *On an annual basis, the LEA will submit the LEA plan to the Parent/Guardian Council (aka Parent Council) for review and suggested changes before the plan is submitted to the California Department of Education ("CDE") with the Consolidated Application. In addition, all parents of participating children will annually be invited to review the LEA plan and submit comments.*

If the LEA plan is not satisfactory to the parents of participating children, the LEA will submit any comments from parents of participating children with the LEA plan when it is submitted to the CDE.

2. Provide coordination, technical assistance, and other support necessary to assist and build the capacity of Title I schools in planning and implementing effective parent/guardian and family engagement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations or individuals with expertise in effectively engaging parents/guardians and family members in education (20 USC 6318)

Annual Meeting & Notice

Classroom meetings will be held within the first 60 days of the first day of school. This will act as the annual information meeting for Title 1, Part A. All parents are invited and encouraged to attend. Blue Oak will offer at least one additional meeting plus include it on a Parent/Guardian Council (aka Parent Council meeting). These additional options will cover the same information to ensure maximum parental participation. The additional meetings will be offered based on surveyed times to ensure all families have the opportunity to attend. The information provided at the meetings will inform parents of Blue Oak's receipt of Title I, Part A funds and the specific requirements of Title I, Part A. Additionally, parents shall be informed of their rights to be involved in Title I, Part A programs.

Information concerning the Title I, Part A program will be shared in the Parent/Guardian Handbook and posted on the school website under Blue Oak Reports & Policies as part of the registration and orientation process. This occurs previous to or within the first 60 days of enrollment. This will include:

- Information about Title I, Part A programs;
 - An explanation of the requirements of Title I, Part A programs;

- A description of the rights parents have for participation in Title I, Part A programs;
 - A description of the role of the finance committee and how parents can participate in the planning, review, and/or improvement of the parent involvement policy and the schoolwide program through this committee.
 - A description and explanation of the curriculum in use at the School, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards;
 - An invitation to attend the annual meeting and additional meetings, providing information about the purpose of the meetings and the dates and times.
 - A copy of the most current Parent/Guardian and Family Engagement Policy and a feedback form for parents to comment on its content.
 - With this notice, the School will include a survey for parents to complete identifying whether they will require transportation, child care, or home visits in order to participate in the parental involvement program of the School. If there is sufficient need for transportation or child care at any of the parental involvement activities identified in this policy, the School may provide such services and notify the parents of such provided services.
- Parents/Guardians not attending the class meetings will be contacted by a volunteer or school employee participation to discuss information and inform them of future opportunities.
 - Information will be published in the weekly Acorn newsletter concerning
 - Notification of upcoming participation opportunities
 - Parent Council and the Finance Committee will be used to review and improve Title 1, Part A programs, and the parent involvement policy. The LCAP will be reviewed in the Parent Council for review and improvement.
 - If requested by parents of participating children, the School will schedule regular meetings where parents are able to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children. The School will respond to such suggestions within 60 school days.
 - If the schoolwide program plan is not satisfactory to parents of participating children, the School will submit any parent comments on the plan when it submits the plan to the Charter Council.

Opportunities for Regular Meetings: *In addition, if requested by parents, federal law requires the school to provide opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children and respond to any such suggestions as soon as practicably possible.*

3. Coordinate and integrate parent and family engagement strategies under Title I, Part A with parent and family engagement strategies, to the extent feasible and appropriate, with other relevant Federal, State, and local laws and programs;

4. Conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the parent and family engagement policy in improving the academic quality of all schools served with Title I, Part A funds, including identifying:

- 1. barriers to greater participation by parents in activities authorized by ESSA Section 1116 (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background);**
- 2. the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and**
- 3. strategies to support successful school and family interactions;**

5. Use the findings of such evaluation in ESSA Section 1116(a)(2)(D) to design evidence-based strategies for more effective parental involvement, and to revise, if necessary, the parent and family engagement policies described in ESSA Section 1116; and

6. Involve parents in the activities of the schools served with Title I, Part A funds, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents or family members served by the LEA to adequately represent the needs of the population served by the LEA for the purposes of developing, revising, and reviewing the parent and family engagement policy.

In order to ensure effective parental involvement and support a partnership among the LEA, parents and the community to improve student academic achievement, the LEA will provide the following programs to assist parents in understanding the challenging State academic standards, State student academic achievement standards, State and local academic assessments, Title I requirements, and how to monitor their child's progress and work with educators to improve the academic achievement of their children (collectively referred to "Standards and Requirements"):

Blue Oak includes three parent positions on its Charter Council and includes parent representatives on all standing committees.

Blue Oak will seek input from the Parent/Guardian Council on ways to assist parents to understand the Standards and Requirements.

Blue Oak will include in Acorn regularly publish in its Newsletter, and/or on its website, descriptions and explanations of State academic content standards and State student academic achievement standards, State and local academic assessments, Title I requirements, and how to monitor their child's progress and work with educators to improve the academic achievement of their children.

In an effort to foster parental involvement, the LEA will provide materials and training to help parents to work with their children to improve their children's achievement through the following programs:

Family Math and/or Science nights

Family Reading programs

Seminars or pod casts on parenting skills and parent-child communication

C. Education on Parent/Guardian Involvement

Blue Oak will annually educate teachers, pupil services personnel, principals and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs and build ties between parents and the School. The annual training shall be included in staff orientations, employee handbooks, annual staff development materials and other in-service trainings held throughout the school year.

A survey of information on what skills each parent has to offer the LEA and what types of parental involvement programs in which parents would most likely participate.

VII. Coordination with Other Programs

Blue Oak shall, to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with other federal, state and local programs, including public preschool programs and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children.

Blue Oak will coordinate and integrate parent involvement programs and activities with these programs as follows: 1) requiring that the school conduct meetings involving parents, kindergarten or elementary school teachers, and Head Start teachers or, if appropriate, teachers from other early childhood development programs such as the Early Reading First program, to discuss the developmental and other needs of individual children; 2) developing and implementing a systematic procedure for receiving records regarding such children, transferred

with parental consent from a Head Start program or, where applicable, another early childhood development program such as the Early Reading First program.

VIII. Annual Evaluation

Blue Oak, with the involvement of parents, shall conduct an annual evaluation of the content and effectiveness of this family involvement policy in improving the academic quality of the schools served under Title I, Part A, including identifying barriers to greater participation by parents in activities under federal law. This will take place as part of the LCAP review. Blue Oak will pay particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background. Blue Oak will use the findings of such evaluation to design strategies for more effective parental involvement and to revise, if necessary, this family involvement policy.

Blue Oak (board and school leaders) will collaborate with the Parent/Guardian Council to devise a timeline for parental involvement activities throughout the school year and create a follow-up tool to ensure that the activities occur.

IX. School-Parent/Guardian Compact

At the beginning of each school year, Blue Oak will enter in to School-Parent/Guardian Compacts with parents of participating children. The School-Parent/Guardian Compact will outline how parents, the entire school staff and students will share the responsibility for improved student academic achievement and the means by which the School and parents will build and develop a partnership to help children achieve the State's high standards.

The Parent/Guardian Council will annually evaluate the effectiveness of the School-Parent/Guardian Compact and provide feedback and suggestions for revision.

X. Involvement of Parent/Guardians of Limited English Proficient Students, Disabled Parent/Guardians and Parent/Guardians of Migratory Children

The LEA shall implement an effective means of outreach to parents and family members of limited English proficient students to inform them regarding how they can be involved in the education of their children, and be active participants in assisting their children to attain English proficiency, achieve at high levels in core academic subjects and meet challenging State academic achievement standards and State academic content standards expected of all student.

To accomplish this goal, blue Oak will provide language translators and/or translations at parent meetings to the extent practicable.

Blue Oak will provide full opportunities for participation of parents with disabilities and parents of migratory children through targeted outreach practices.

XI. Notices

In accordance with federal law, the LEA will provide the following notices to parents of children attending Title I, Part A schools:

Ø Annual report card

Ø A notice regarding the parent's right to request information regarding the following:

- Professional qualifications of the student's classroom teachers;
- The level of achievement and academic growth of the student, if applicable and available, on each of the State academic assessments and timely notice that the student has been assigned, or has been taught for 4 or more consecutive weeks by, a teacher who does not meet applicable State certification or licensure requirements at the grade level and subject area in which the teacher has been assigned.
- Information regarding any State or LEA policy regarding student participation in any assessments mandated by federal law and by the State and LEA, which shall include a policy, procedure or parental right to opt the child out of such assessment, where applicable.

Ø The notice regarding language instruction programs.

Ø Any other notices required by law.

XII. Miscellaneous

Blue Oak shall ensure that all information related to LEA and parent programs, meetings and other activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand.

The LEA will provide other reasonable support for parental involvement activities as requested by parents.

The Executive Director or designee shall regularly evaluate and report to the Board on the effectiveness of the district's parent/guardian and family engagement efforts, including, but not limited to, input from parents/guardians, family members, and school staff on the adequacy of involvement opportunities and on barriers that may inhibit participation.

- See the Parent Council Bylaws for the way it is established.



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avisonyoung.com

October 24, 2023



Bill Brouhard
Guillon & Brouhard Real Estate
2550 Lakewest Drive, Suite 50
Chico, CA 95928

Sent Via Electronic Mail

RE: Letter of Intent to Purchase: 2080 E. 20th Street, Chico, CA
APN: 002-370-079-000

Dear Bill,

On behalf of Blue Oak Charter School and/or Assignee ("Buyer") we are pleased to present the following Letter of Intent (LOI) herein, for the purchase of the above referenced property. Should you have any questions, please contact us. We look forward to your response by November 3, 2023, at 5:00 PM, PST.

- 1. BUYER:**
Blue Oak Charter School and/or Assignee.
- 2. SELLER:**
Trinet West WA LLC
- 3. PROPERTY:**
2080 E. 20th Street, Chico, CA
- 4. PURCHASE PRICE:**
Eleven Million Two Hundred Fifty Thousand Dollars (\$11,250,000)
- 5. DEPOSITS:**
Upon execution of the Agreement, Buyer and Seller shall open escrow and within three (3) days thereof Buyer shall deposit with the escrow holder a refundable amount of Two Hundred Thousand Dollars (\$200,000).

Said deposit shall be held in escrow and remain refundable until the time for Buyer to complete its feasibility study (the "Due Diligence Period" as defined below) has expired. At the end of the Due Diligence Period, if Buyer has not canceled the Agreement, the deposit shall become non-refundable to Buyer, excepting the financing contingency and shall apply to the purchase price.

6. OPENING OF ESCROW:

Escrow is to be opened immediately following mutual execution of a Purchase and Sale Agreement with Placer Title Company. The Purchase and Sale Agreement, which when mutually executed will be binding upon the parties, shall be prepared by the Seller, and delivered to Buyer within five (5) days following mutual acceptance of this Letter of Intent. Thereafter, both parties shall use best efforts to execute the Purchase and Sale Agreement in a timely manner.

7. DUE DILIGENCE PERIOD:

Buyer shall have Thirty (30) days from execution of the Agreement within which to evaluate the economic and market feasibility of the transaction (including determining if a Conditional Use Permit is required), perform all of its inspections, tests and review of the subject property. Buyer may terminate the Agreement at any time during the Due Diligence Period and receive a return of the Deposit.

Upon the Buyer's waiver of the initial Thirty (30) day period, Twenty Five Thousand Dollars (\$25,000) of the initial deposit shall become non-refundable in favor of the Seller. Buyer shall have an additional 180 days to receive its CUP and financing. Upon receipt of Buyer's CUP all deposit money shall be non-refundable and Buyer shall close escrow within Fifteen (15) days.

8. EXISTING TENANCY:

Seller to provide Tenant signed estoppels for any encumbered suites in the building, if applicable.

9. DOCUMENTATION:

Upon acceptance of the Agreement, Seller agrees to grant access to Buyer subcontractors, consultants and assigns to enter on the property to perform inspections, tests, surveys and other activities for the purpose of Due Diligence, upon reasonable notice given to Seller.

Within five (5) days after execution of the Agreement, Seller shall at Seller's expense, deliver the following documents to Buyer:

1. Current Preliminary Title Report and all underlying documents, including information on all existing easements, any agreements with neighboring property owners, etc.;
2. Copies of all leases;
3. Maintenance contracts, and any amendments thereto;
4. Books and income/expense records covering the Property for the previous year and for the current year to and including the Contract Date;
5. Building plans;
6. Any correspondences with the city or county including any notices received from them, including all evidence of zoning for the Property;
7. Any other material documents reasonably identified and requested by Buyer and in Seller's possession, for Buyer's evaluation and due diligence of the transaction;
8. Covenants, conditions and restrictions (CC&R's) affecting the Property; and
9. Seller to provide a phase one environmental report and any other environmental reports relating to the Property in its possession and seller agrees to pay for any necessary remediation.

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9. CONDITIONS OF CLOSING:

- a. All contracts related to the Property which Buyer elects to assume during the Due Diligence Period are to be assigned to Buyer. Seller shall not enter into any new contracts affecting the Property without the prior written consent of Buyer, unless terminable upon thirty (30) days' notice.
- b. All real and personal property taxes, bonds, assessments and all other expenses associated with the Property shall be paid current by Seller and prorated as of Close of Escrow.
- c. Seller shall notify Buyer, in writing, of any material change in the status of the Property during the Escrow within ten (10) days after receipt of notice of such material change.

10. CLOSE OF ESCROW:

Escrow shall close upon the expiration of the financing portion of the Due Diligence Period and shall be subject to customary closing conditions.

11. ESCROW COSTS:

Seller shall provide at seller's cost a CLTA title policy. All other escrow costs and fees shall be divided equally as is customary in Sacramento County. Prorates and transfer of risk of loss are effective as of Close of Escrow.

12. BUYER FINANCING APPROVAL:

Buyer shall have until the end of the CUP contingency to secure its financing.

13. COMMISSION:

Avison Young represents the Buyer in this transaction. Seller shall pay a commission based upon the final sales price at close of escrow. Please state the commission to paid to Avison Young at close of escrow.

14. ACCEPTANCE OF THIS PROPOSAL TO PURCHASE:

Please provide your response in writing by November 3, 2023.

The parties hereby expressly acknowledge that broker has made no independent determination or investigation regarding the following: present or future use or zoning of the property; environmental matters affecting the property; the condition of the property, including, but not limited to, structural, mechanical and soils conditions, as well as issues surrounding hazardous wastes or substances; violations of the Occupational Safety and Health Act or any other federal, state or county or municipal laws, ordinances or statutes; measurements of land and/or buildings. Buyer agrees to make its own investigation and determination regarding such items. **A real estate broker is qualified to advise on real estate. If you desire legal advice, consult your attorney.**

Owners or tenants of real property may be subject to the Americans With Disabilities Act (the ADA), a Federal law codified at 42 USC Section 12101 et seq. Among other requirements of the ADA that could apply to your property, Title III of the ADA requires owners and tenants of "public accommodations" to remove barriers to access by disabled persons and provide auxiliary aids and services for hearing, vision, or speech impaired persons by January 26, 1992. The regulations under Title III of the ADA are codified at 28 CFR Part 36.

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The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this agreement, including, but not limited to, the 1964 Civil Rights Act and amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act and the Americans With Disabilities Act.

SELLER AND BUYER ACKNOWLEDGE THAT THIS LETTER OF INTENT IS NOT A PURCHASE AGREEMENT AND THAT IT IS INTENDED AS THE BASIS FOR PREPARATION OF A PURCHASE AGREEMENT. THE PURCHASE AGREEMENT SHALL BE SUBJECT TO SELLER'S AND BUYER'S APPROVAL AND ONLY A FULLY EXECUTED PURCHASE AGREEMENT SHALL CONSTITUTE A BINDING AGREEMENT FOR THE BUILDING. BROKERS MAKE NO WARRANTY OF REPRESENTATION TO SELLER OR BUYER THAT ACCEPTANCE OF THIS PROPOSAL WILL GUARANTEE THE EXECUTION OF A PURCHASE AGREEMENT.

SELLER AND BUYER EACH WARRANT THAT THEY HAVE DEALT WITH NO OTHER REAL ESTATE BROKER IN CONNECTION WITH THIS TRANSACTION EXCEPT CRESA AND CARLSON O'CONNEL COMMERCIAL.

Sincerely,

Avison Young



J. David Smith
Principal
j.david.smith@avisonyoung.com
DRE# 01246923

CBRE



John Roth
VP
John.Roth@cbre.com
DRE #: 01896375

Cc: S. Domenighini



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United States

T +1 916 730 0921

avisonyoung.com

October 24, 2023



Bill Chance
Bill Chance Realty

Sent Via Electronic Mail

RE: Proposal to Purchase Approximately 22 acres – Fair Street & Highway 99
APN: A portion of 040-030-072 & 040-310-072

Dear Bill,

On behalf of **Blue Oak Charter School** ("Buyer"), Avison Young in collaboration with CBRE has been authorized to submit following proposal, which represents a basic outline of the terms and under which Blue Oak Charter School would be willing to enter into a purchase agreement with the Seller. Please provide your response no later than Friday, ~~October 27~~ November 3, 2023. Should you have any questions, please do not hesitate to contact me. We look forward to your response.

Seller:

Please provide Seller Entity information

Buyer:

Blue Oak Charter School

Subject Property:

Real Property located at the corner of Fair Street & Highway 99, Chico, CA, comprised of two parcels totaling +/-22 acres of land and all related and appurtenant rights and interests therein, (see Exhibit A).

Purchase Price:

Two Million Six Hundred Fifty Thousand Dollars **(\$2,650,000)**, all cash at close of escrow (no financing required).

Earnest Money:

Fifty Thousand Dollars **(\$50,000.00)**, shall be deposited with the Title Company within five (5) days after execution of the Purchase and Sale Agreement.

Documentation:

Within ten (10) business days after the date of this Term Sheet, Buyer and Seller (the "Parties") will endeavor to prepare and fully execute a final definitive purchase and sale agreement (the "Contract") providing for the transaction contemplated herein (the "Transaction") and all appropriate ancillary agreements and matter thereto, and reflecting the principal business terms outlined in this Term Sheet. The form of the Contract and first draft will be provided by the Seller.

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Title Company:

Please provide Seller's preferred Title Company and Escrow Officer's contact information.

Inspection Period:

Buyer's Inspection Period shall commence the date on which Buyer and Seller executed the Contract (the "Effective Date") and terminate two-hundred seventy (270) days thereafter. Within five (5) days of the Effective Date, Seller shall provide Buyer with complete and correct copies of title policies, surveys, reports, environmental inspections, soil or geological reports, information concerning the most recent property taxes, zoning restrictions on the use of the Property, appurtenant easements, and other documents which Seller may have in its possession or under its control pertaining to the Property (collectively, the "Diligence Materials").

In addition, Buyer (and its agents) shall, during the Inspection Period, have the right, at Buyer's sole expense: (i) to enter onto the Property for the purpose of inspecting the same and of conducting tests and inspections to satisfy Buyer as to the Property's condition; (ii) to obtain a written commitment for issuance of title insurance on the Property; and (iii) seek such entitlements as Buyer deems necessary for Buyer's intended use of the Property, and in connection therewith, Seller agrees to cooperate with Buyer (at no out of pocket cost to Buyer) with seeking such entitlements.

During the Inspection Period, Buyer shall have the right to review all Diligence Materials and conduct such investigations as it shall deem necessary to confirm that (i) the Property is suitable for Buyer's intended use and (ii) the Property may be conveyed by Seller to Buyer free and clear of all liens and encumbrances except only for such title exceptions as expressly approved by Buyer (altogether, the "Permitted Encumbrances"). If Buyer shall determine (in its sole discretion) that the Property is suitable for Buyer's intended use, the Earnest Money shall become non-refundable upon the expiration of the Inspection Period, subject to the closing conditions set forth in the Contract. If, however, Buyer shall determine during the inspection period (in its sole discretion) that the Property is not suitable for Buyer's intended use, then the Buyer shall have the right to terminate the Contract and receive a refund of the Earnest Money, together with all interest earned thereon. Buyer shall have two (2) options to extend the Inspection Period for an additional (30) days each. Buyer shall deposit an additional Ten Thousand Dollars (\$10,000) for each Option to Extend exercised. ("Option Deposit"). All Option Deposit(s) shall be immediately non-refundable.

Assignment:

Buyer shall have the right to assign such Contract without Seller's prior consent.

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Closing:

The closing of the Contract shall occur within thirty (30) days after the expiration of the Inspection Period, and any subsequent extensions.

Closing Costs:

Each party shall be responsible for its own attorney's fees. Buyer shall pay all fees and costs of its inspectors, architects, engineers, and other consultants. Seller shall pay the cost of issuing an owner's policy of title insurance. Buyer to pay for any new or updated certified surveys and the portion of the title policy premium attributable to obtaining an extended coverage ALTA title policy. All other closing costs (including but not limited to transfer, recording, escrow, and closing fees, and fees for customary title endorsements) shall be paid by the Parties in accordance with local custom.

Conveyance:

At Closing, Seller shall convey title to the Property to Buyer by Grant Deed.

General Terms:

(a) **Legal Effect.** EXCEPT FOR THIS PARAGRAPH (a) AND PARAGRAPH(S) (b), (c), and (d), AND THE CONFIDENTIAL INFORMATION PROVISION BELOW, THE PARAGRAPHS AND PROVISIONS OF THIS TERM SHEET DO NOT CONSTITUTE AND WILL NOT GIVE RISE TO ANY LEGALLY BINDING OBLIGATION ON THE PART OF SELLER OR BUYER, AND NO PARTY HERETO SHALL EVER ASSERT OR CLAIM ANYTHING TO THE CONTRARY EXCEPT BY AND THROUGH A LEGALLY BINDING CONTRACT WHICH MAY BE ENTERED INTO IN THE FUTURE BETWEEN THE PARTIES.

(b) **Termination.** Unless signed and accepted by Buyer and Seller, this Term Sheet shall expire at 5:00 PM, Los Angeles Time, on October 27, 2023.

(c) **Broker.** Buyer and Seller each represents and warrants to the other that, other than Sellers Broker and Avison Young & CBRE, that neither has engaged any person or entity to act as a broker or finder with respect to the acquisition. Seller shall be responsible for paying the Brokers all fees due to Brokers pursuant to separate written agreement (which amount shall be 6% of the Purchase Price).

(d) **Governing Law.** This Term Sheet (i) shall be governed by the laws of the State of California, and (ii) may be executed in several counterparts, all of which together shall constitute one and the same agreement.

Seller agrees that all correspondence (including the Term Sheet) and all communication between the Parties and the undersigned concerning information which may ultimately become or becomes part of the Contract is confidential information (collectively, the "Confidential Information"). Seller shall keep the Confidential Information strictly confidential and shall not disclose the Confidential Information to any person or entity other than Seller's financial and legal consultants.

Sincerely,

**AVISON
YOUNG**

**Avison Young
Avison Young**



J. David Smith
Principal
j.david.smith@avisonyoung.com
DRE# 01246923

**CBRE
CBRE**



John Roth
VP
John.Roth@cbre.com
DRE #: 01896375

Cc: S. Domenighini

Agreed to and Accepted:

Blue Oak Charter School

By: _____

Print Name: _____

Its: _____

Agreed to and Accepted:

By: _____

Print Name: _____

Its: _____



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United States

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avisonyoung.com

October 24, 2023



Candace Andel
Century 21 Select Real Estate

Sent Via Electronic Mail

**RE: Proposal to Purchase Approximately 2.75 acres – "D" Avenue & Bruce Road
APN: A portion of 002-180-157-000**

Dear Candace,

On behalf of **Blue Oak Charter School** ("Buyer"), Avison Young in collaboration with CBRE has been authorized to submit following proposal, which represents a basic outline of the terms and under which Blue Oak Charter School would be willing to enter into a purchase agreement with the Seller. Please provide your response no later than Friday, November 3, 2023. Should you have any questions, please do not hesitate to contact me. We look forward to your response.

<u>Seller:</u>	Please provide Seller Entity information
<u>Buyer:</u>	Blue Oak Charter School
<u>Subject Property:</u>	Real Property located at the corner of "D" Avenue & Bruce Road, Chico, CA, comprised of +/-2.75 acres of land and all related and appurtenant rights and interests therein, (see Exhibit A).
<u>Purchase Price:</u>	One Million Seven Hundred Thousand Dollars (\$1,700,000), all cash at close of escrow (no financing required).
<u>Earnest Money:</u>	Fifty Thousand Dollars (\$50,000.00), shall be deposited with the Title Company within five (5) days after execution of the Purchase and Sale Agreement.
<u>Documentation:</u>	Within ten (10) business days after the date of this Term Sheet, Buyer and Seller (the " <u>Parties</u> ") will endeavor to prepare and fully execute a final definitive purchase and sale agreement (the " <u>Contract</u> ") providing for the transaction contemplated herein (the " <u>Transaction</u> ") and all appropriate ancillary agreements and matter thereto, and reflecting the principal business terms outlined in this Term Sheet. The form of the Contract and first draft will be provided by the Seller.
<u>Title Company:</u>	Please provide Seller's preferred Title Company and Escrow Officer's contact information.

Inspection Period:

Buyer's Inspection Period shall commence the date on which Buyer and Seller executed the Contract (the "Effective Date") and terminate two-hundred seventy (270) days thereafter. Within five (5) days of the Effective Date, Seller shall provide Buyer with complete and correct copies of title policies, surveys, reports, environmental inspections, soil or geological reports, information concerning the most recent property taxes, zoning restrictions on the use of the Property, appurtenant easements, and other documents which Seller may have in its possession or under its control pertaining to the Property (collectively, the "Diligence Materials").

In addition, Buyer (and its agents) shall, during the Inspection Period, have the right, at Buyer's sole expense: (i) to enter onto the Property for the purpose of inspecting the same and of conducting tests and inspections to satisfy Buyer as to the Property's condition; (ii) to obtain a written commitment for issuance of title insurance on the Property; and (iii) seek such entitlements as Buyer deems necessary for Buyer's intended use of the Property, and in connection therewith, Seller agrees to cooperate with Buyer (at no out of pocket cost to Buyer) with seeking such entitlements.

During the Inspection Period, Buyer shall have the right to review all Diligence Materials and conduct such investigations as it shall deem necessary to confirm that (i) the Property is suitable for Buyer's intended use and (ii) the Property may be conveyed by Seller to Buyer free and clear of all liens and encumbrances except only for such title exceptions as expressly approved by Buyer (altogether, the "Permitted Encumbrances"). If Buyer shall determine (in its sole discretion) that the Property is suitable for Buyer's intended use, the Earnest Money shall become non-refundable upon the expiration of the Inspection Period, subject to the closing conditions set forth in the Contract. If, however, Buyer shall determine during the inspection period (in its sole discretion) that the Property is not suitable for Buyer's intended use, then the Buyer shall have the right to terminate the Contract and receive a refund of the Earnest Money, together with all interest earned thereon. Buyer shall have two (2) options to extend the Inspection Period for an additional (30) days each. Buyer shall deposit an additional Ten Thousand Dollars (**\$10,000**) for each Option to Extend exercised. ("Option Deposit"). All Option Deposit(s) shall be immediately non-refundable.

Assignment:

Buyer shall have the right to assign such Contract without Sellers' prior consent.

AVISON YOUNG

Closing:

The closing of the Contract shall occur within thirty (30) days after the expiration of the Inspection Period, and any subsequent extensions.

Closing Costs:

Each party shall be responsible for its own attorney's fees. Buyer shall pay all fees and costs of its inspectors, architects, engineers, and other consultants. Seller shall pay the cost of issuing an owner's policy of title insurance. Buyer to pay for any new or updated certified surveys and the portion of the title policy premium attributable to obtaining an extended coverage ALTA title policy. All other closing costs (including but not limited to transfer, recording, escrow, and closing fees, and fees for customary title endorsements) shall be paid by the Parties in accordance with local custom.

Conveyance:

At Closing, Seller shall convey title to the Property to Buyer by Grant Deed.

General Terms:

(a) **Legal Effect.** EXCEPT FOR THIS PARAGRAPH (a) AND PARAGRAPH(S) (b), (c), and (d), AND THE CONFIDENTIAL INFORMATION PROVISION BELOW, THE PARAGRAPHS AND PROVISIONS OF THIS TERM SHEET DO NOT CONSTITUTE AND WILL NOT GIVE RISE TO ANY LEGALLY BINDING OBLIGATION ON THE PART OF SELLER OR BUYER, AND NO PARTY HERETO SHALL EVER ASSERT OR CLAIM ANYTHING TO THE CONTRARY EXCEPT BY AND THROUGH A LEGALLY BINDING CONTRACT WHICH MAY BE ENTERED INTO IN THE FUTURE BETWEEN THE PARTIES.

(b) **Termination.** Unless signed and accepted by Buyer and Seller, this Term Sheet shall expire at 5:00 PM, Los Angeles Time, on October 27, 2023.

(c) **Broker.** Buyer and Seller each represents and warrants to the other that, other Sellers Broker and Avison Young & CBRE, that neither has engaged any person or entity to act as a broker or finder with respect to the acquisition. Seller shall be responsible for paying the Brokers all fees due to Brokers pursuant to separate written agreement (which amount shall be 6% of the Purchase Price).

(d) **Governing Law.** This Term Sheet (i) shall be governed by the laws of the State of California, and (ii) may be executed in several counterparts, all of which together shall constitute one and the same agreement.

Seller agrees that all correspondence (including the Term Sheet) and all communication between the Parties and the undersigned concerning information which may ultimately become or becomes part of the Contract is confidential information (collectively, the "Confidential Information"). Seller shall keep the Confidential Information strictly confidential and shall not disclose the Confidential Information to any person or entity other than Seller's financial and legal consultants.

Sincerely,

**AVISON
YOUNG**

Avison Young



J. David Smith
Principal
j.david.smith@avisonyoung.com
DRE# 01246923

CBRE



John Roth
VP
John.Roth@cbre.com
DRE #: 01896375

Cc: S. Domenighini

Agreed to and Accepted:

Blue Oak Charter School

By: _____

Print Name: _____

Its: _____

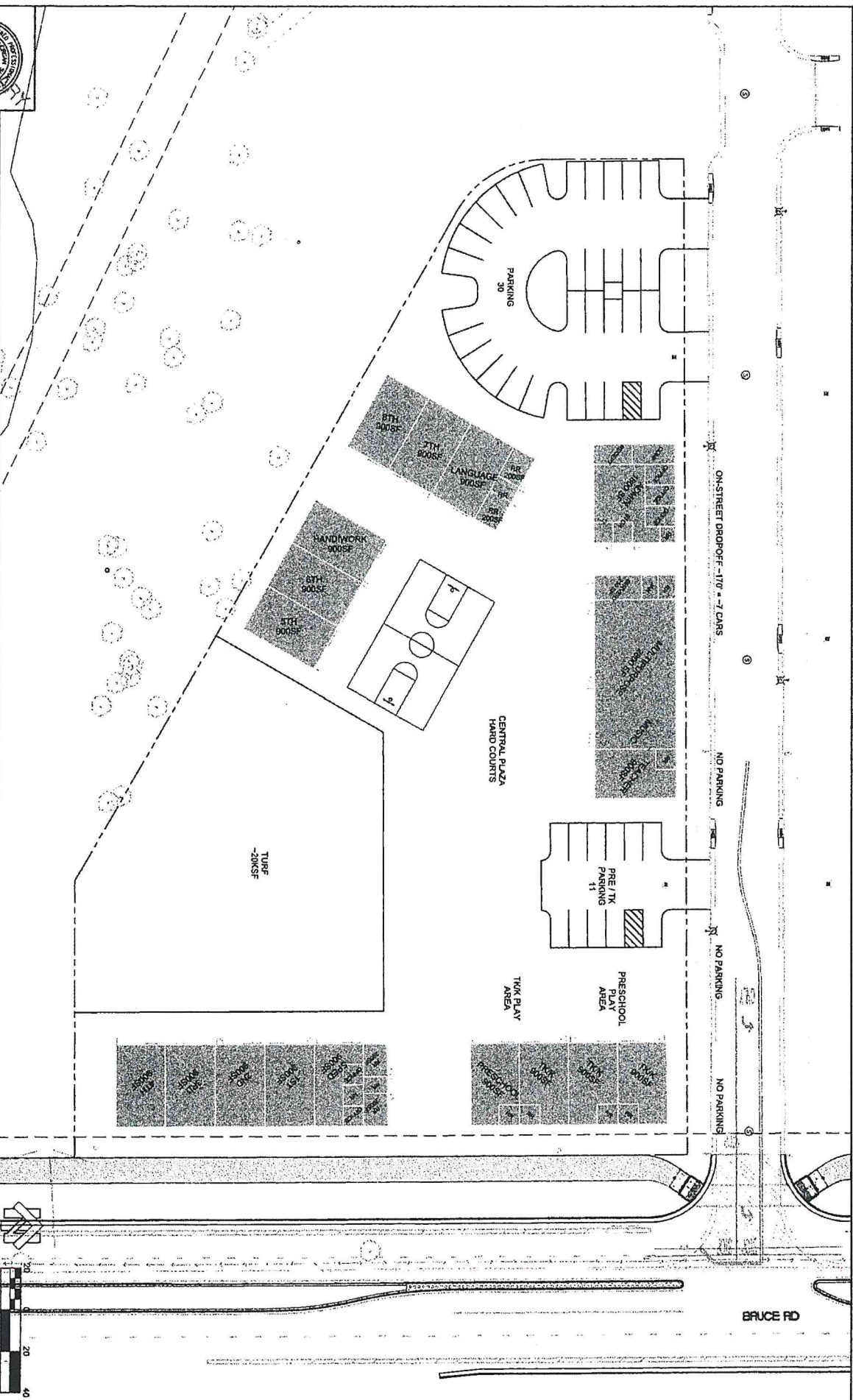
Agreed to and Accepted:

By: _____

Print Name: _____

Its: _____

APN Number NA	Job Number NA	Scale T-20 W/A T/A	Sheet 1 of 1
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Available Properties

Tour Book | Chico, CA

Presented To:



BLUE OAK

Presented By:

John Roth
Vice President
M: +1 530 277 3742
O: +1 916 446 8722
John.Roth@cbre.com
Lic. 01896375

500 Capitol Mall, Suite 2400
Sacramento, CA 95814

CBRE

Table of Contents

Tour of Available Office Facilities




- **Chico**

- **Matrix - Tour List Snapshot**
- **Map of Sites**

- **Brochures/Floor Plans**

1. **Fair St, Chico, CA 95928 - 1:00 PM**
2. **Concord Ave & E 20th St, Chico, CA 95928 - 1:30 PM**
3. **2080 E 20th St, Chico, CA 95928 - 2:00 PM**

Property Matrix

Map Legend	Building Photo	Address	Available SF/ Acres	Sale Price/Lease Price	Sale/Lease Type
1.		Fair St Chico, CA 95928	±22.00 Acres	\$2,750,000	Sale (Sellers want to sell entire lot as one piece. They will not break up AC's)
2.		Concord Ave & E 20 th St Chico, CA 95928	±2.75 Acres	TBD	TBD
3.		2080 E 20 th St Chico, CA 95928	±45,000 SF	TBD	TBD

Map of Sites

Chico

- 1 Fair St
Chico, CA, 95928
- 2 Concord Ave & E 20th St
Chico, CA, 95928
- 3 2080 E 20th St
Chico, CA, 95928



1

Fair St



Location: Cluster
Submarket
Butte County
Chico, CA 95928

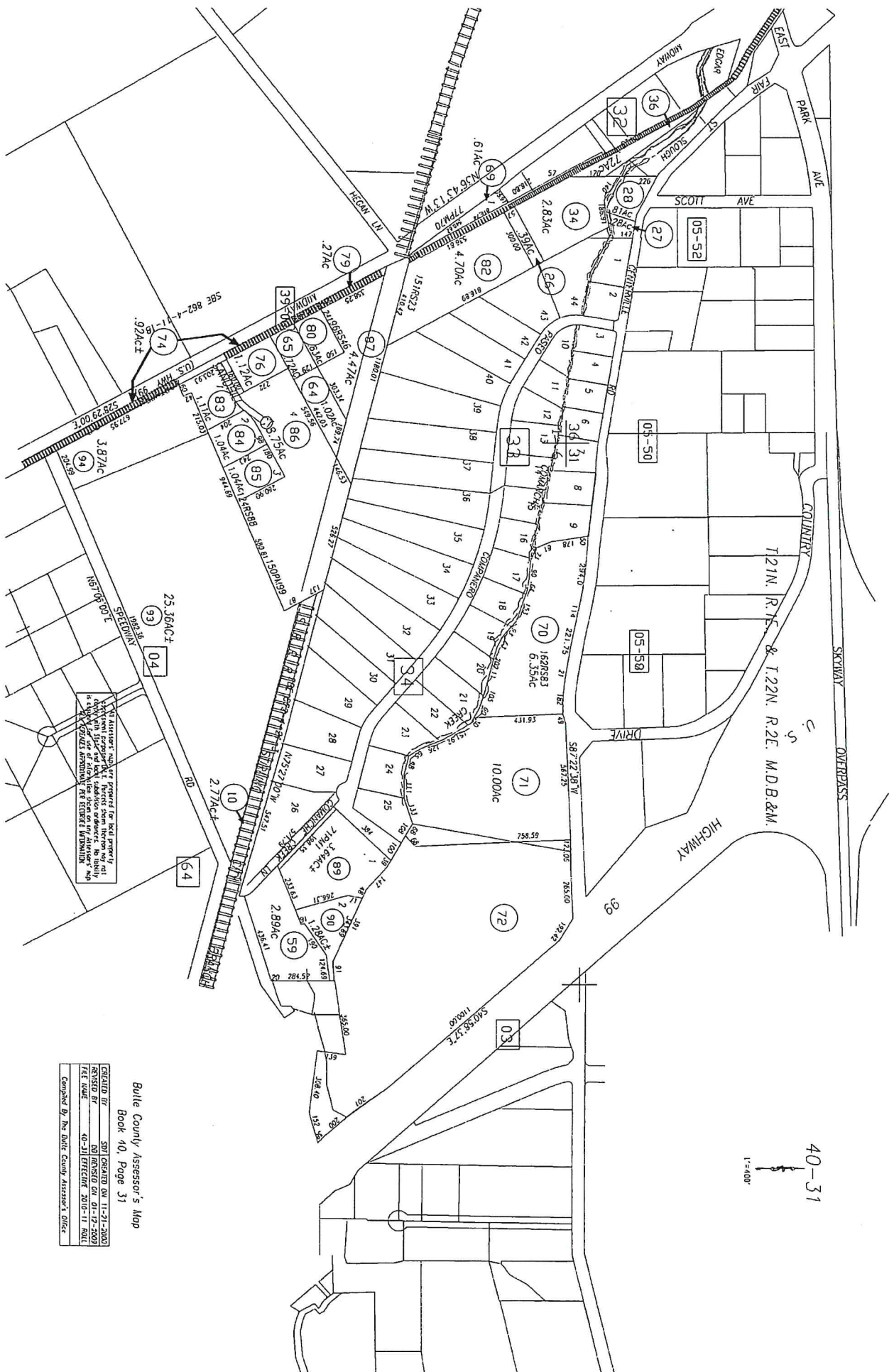
Type: Land
Proposed Use: -
Zoning: Regional Commercial
Density: -

Developer: -
Management: -
True Owner: -
Recorded Owner: -

Parcel Size: 22 AC
Lot Dimensions: -
Improvements: -
On-Site Improv: -

Parcel Number: 040-030-072, 040-310-072

Sales Company: Bill Chance Realty: Bill Chance (530) 343-7085



40-31

1"=400'

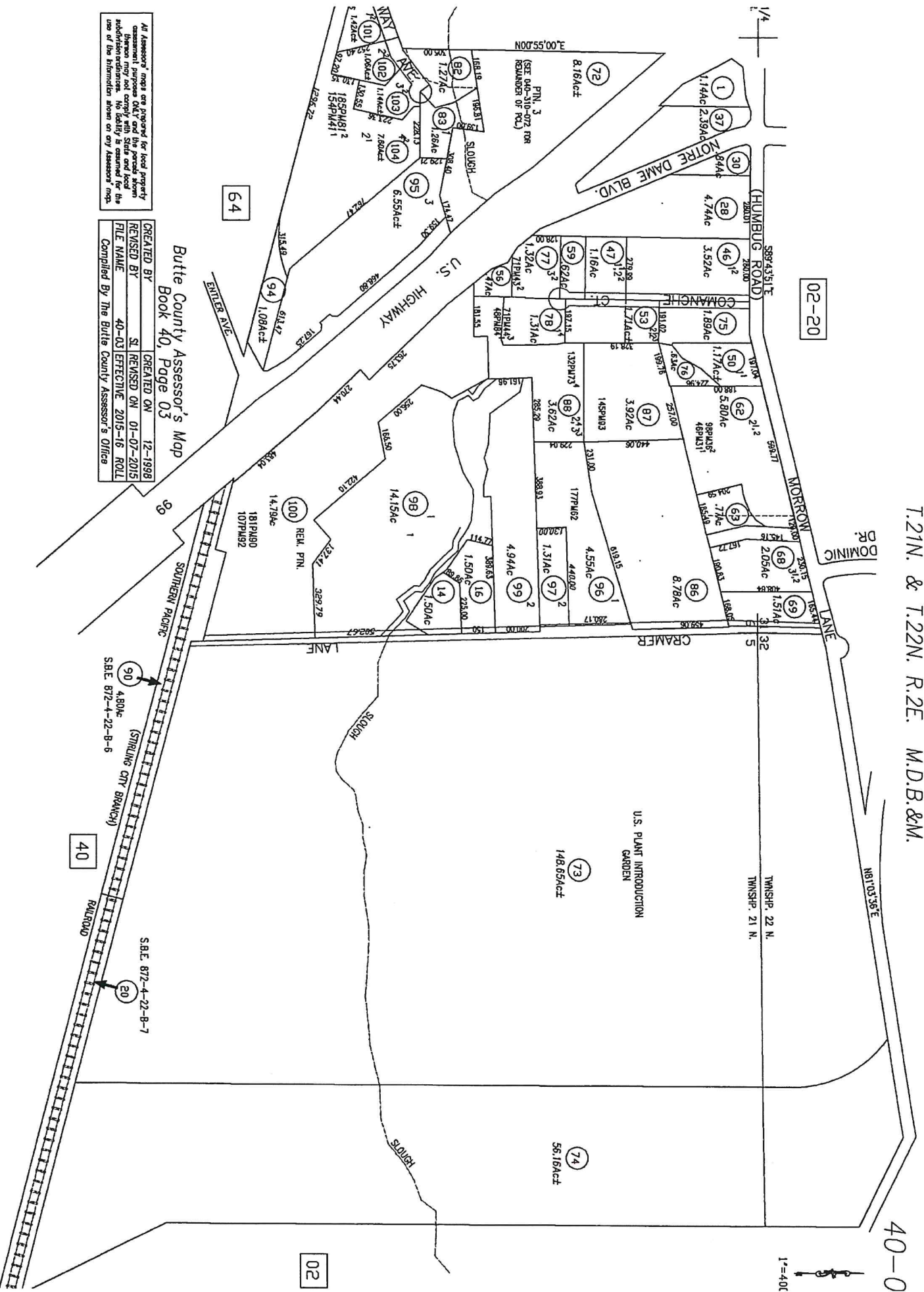
BUTLER COUNTY
 OFFICE OF THE ASSESSOR
 100 N. 1ST ST., SUITE 100
 CINCINNATI, OHIO 45202
 (513) 263-1000
 www.butlercountyassessor.com

Butler County Assessor's Map
 Book 40, Page 31

T.21N. & T.22N. R.2E. M.D.B.&M.

40-0

1"=40'



At Assessor's maps are prepared for local property
assessment purposes only and the period shown
thereon is not intended to be a warranty of the
accuracy of the information shown on any Assessor's map.

CREATED BY: ST
REVISED BY: ST
FILE NAME: 40-03 EFFECTIVE 2015-16 ROLL
Compiled By: The Butte County Assessor's Office

Butte County Assessor's Map
Book 40, Page 03

2

Concord Ave & E 20th St



Location: **Mariam Park**
Cluster
Submarket
Butte County
Chico, CA 95928

Type: **Land**
 Proposed Use: **Commercial**
 Zoning: **C**
 Density: **-**

Developer: -
 Management: -

Parcel Size: **28.75 AC**
 Lot Dimensions: -
 Improvements: -
 On-Site Improv: **Rough graded**

True Owner: **Daniel T. & Dawn M. Gonzalez**
 Recorded Owner: **Gonzales Dev Co Llc**

Parcel Number: **002-180-157-000**



3

2080 E 20th St



Location: Cluster
Submarket
Butte County
Chico, CA 95928

Building Type: Class B Office

Status: Built 2001

Stories: 1

RBA: 99,840 SF

Typical Floor: 99,840 SF

Total Avail: 59,964 SF

% Leased: 85.0%

Developer: -

Management: -

Recorded Owner: Trinet West WA LLC

Expenses: 2021 Tax @ \$1.58/sf

Parcel Number: 002-370-079-000

Parking: 514 Surface Spaces are available; Ratio of 5.15/1,000 SF

Amenities: Air Conditioning, Bus Line, Food Court, Property Manager on Site

Floor	SF Avail	Floor Contig	Bldg Contig	Rent/SF/mo + Svs	Occupancy	Term	Type
P 1st	45,000	45,000	45,000	Withheld	Vacant	Thru Jan 2025	Sublet

Office | For Sublease

CBRE

2080 E 20th Street

Chico, CA

2080 E 20th Street
Chico, CA 95928
www.cbre.com/sacramentodt

±45,000 SF Building for Sublease



Property Highlights

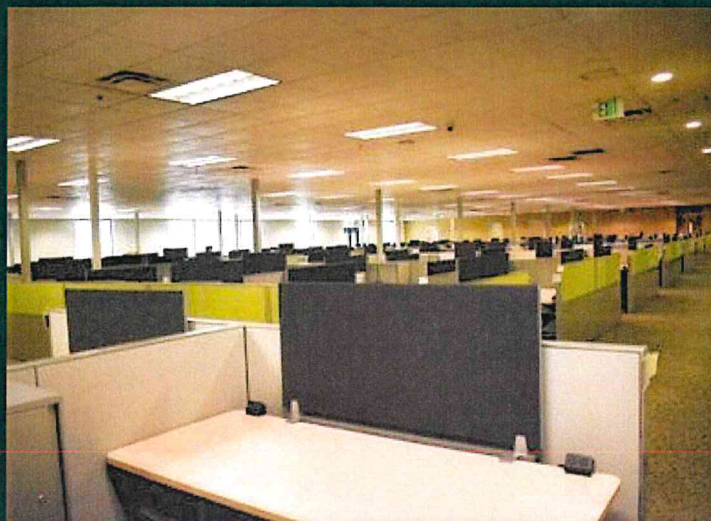
Centrally located along Chico's major retail corridor, the Class A building is located adjacent to the Regional Mall, within walking distance to full range of services. Site is served by public transit, 1/4 mile from Hwy 99 on major arterial roadway at signalized intersection.

Chico is widely regarded as one of the top Nor-Cal communities for quality of life. With two local Colleges (Cal State University Chico and Butte Community College), the region also provides skilled and affordable labor.

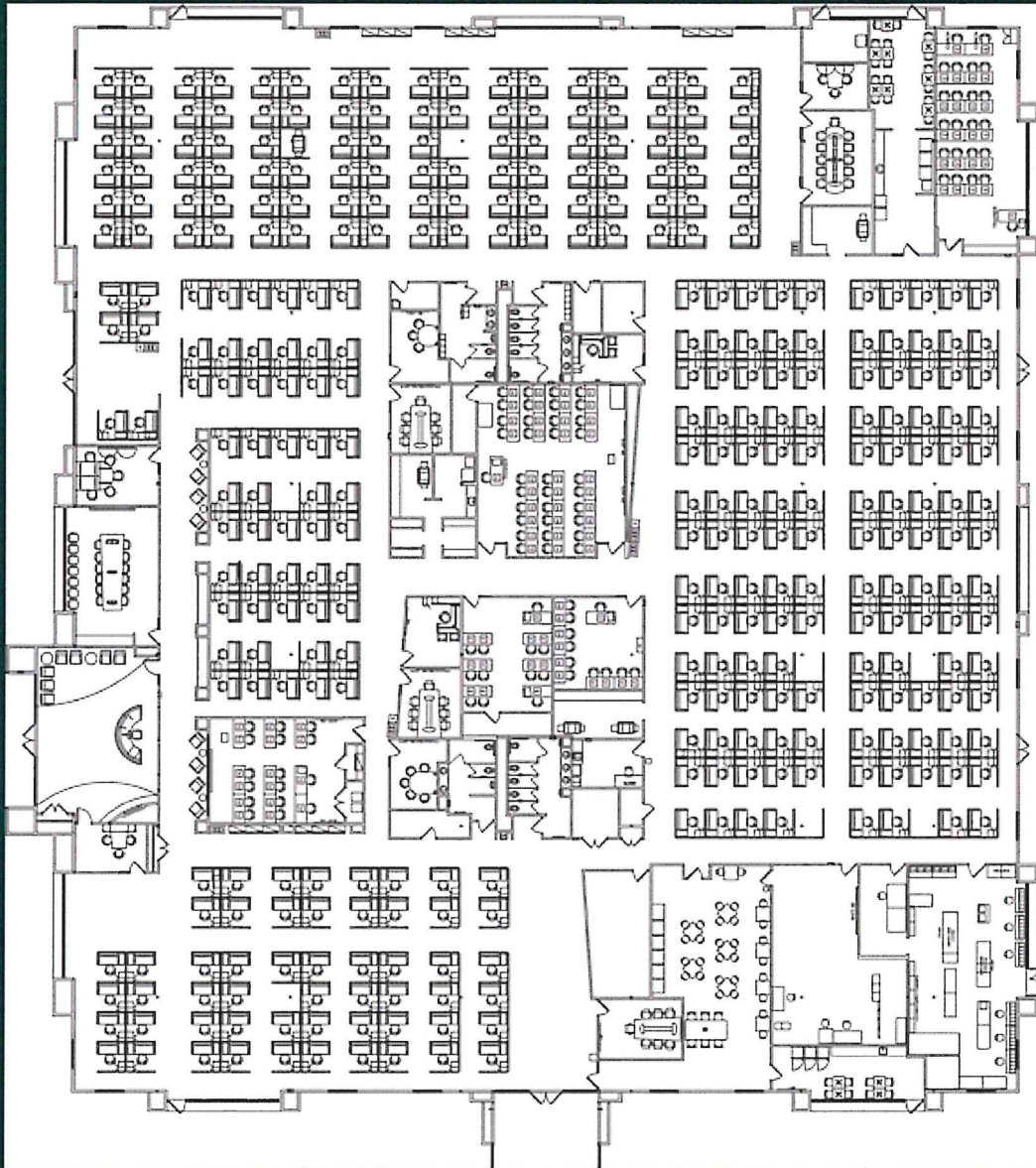
Chico is located 90 miles North of Sacramento. Served by Municipal Airport. Ranked by California Business Magazine as one of the top 5 communities in the Nation. Workforce training and assistance available.

Property Details

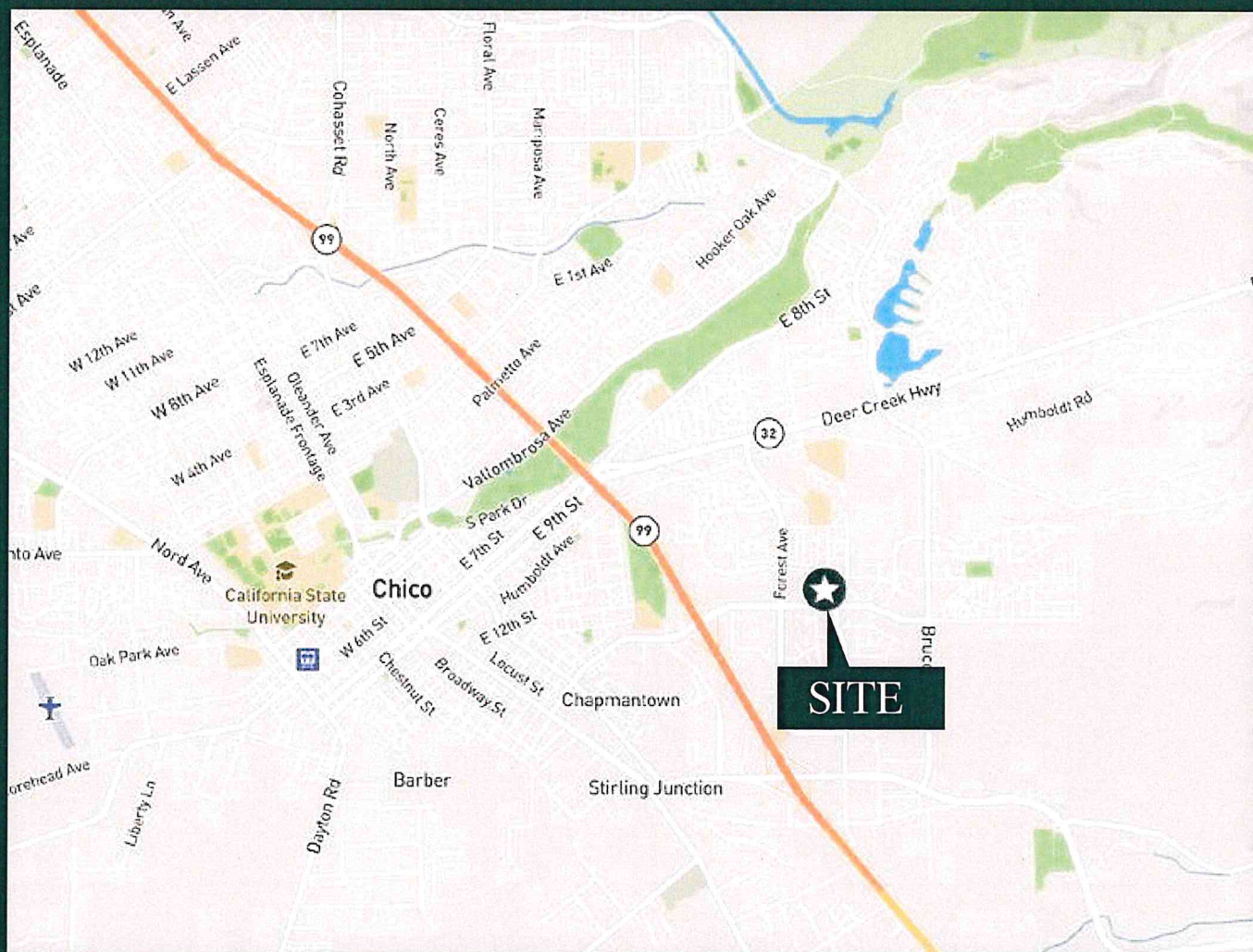
- + \$22.27 psf/year (\$1.86/psf/mo.), Full Service Gross
- + Plug-N-Play Ready
- + Furniture - negotiable
- + Single Story
- + B Class Office Building
- + Property Manager on site
- + Bus Line
- + Great location - walking distance to retail and restaurants



Floor Plan



Map



Contact Us

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Vice President
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john.roth@cbre.com
Lic. 01896375

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BLUE OAK SCHOOL

A WALDORF-INSPIRED PUBLIC CHARTER (K-8)

Executive Director's Report

Charter Council

Susan Domenighini

November 2023



Favorite Moment

I visited first grade and taught my "Pumpkin Pie Song", with movement. The smiles and giggles were delightful. A student saw me in the hall that afternoon and called out. I'm still singing the song.

Staffing

We have one teacher position open. Nick Meier has moved in to cover second grade and is doing excellent work. There are two applications for this position. We are beginning the interview process.

Hard News

We are working with Jennifer Bryan on covering her class as she moves forward to focus on her Cancer treatment. Her mom, who has covered her class as a sub in years past will be here through December and possibly January. Matt Redam from BCOE will be helping to support us in the area of mental health including ideas for activities with the children.

Charter Impact

A revoir to Jim Weber and Welcome to Annie Gilbert. After four years of working to support Blue Oak JiStop/Walk/Talkm will move on to other things at Charter Impact. Jim has been a great help in working us through some difficult times always with a steady calm explanation and support. We congratulate him and look forward to Annie's support.

Charter Impact is also updating its accounting software. We are being asked to move to the new format. There will be some increase in costs, but overall the improvement will make things easier.

Waldorf Mentoring

Katherine Lehman, a Waldorf mentor from the Sacramento area will visit Blue Oak Thursday, November 30th. She will observe and meet with a few teachers. She will present to faculty and interested staff in the afternoon. She is also interested in presenting parent education opportunities.

Kari Madera

Many have bemoaned the loss of the Blue Oak Waldorf Mentor in 2019. This fall AWSNA and the Center for Anthroposophy are offering a Waldorf Mentor training. I forwarded the information to all staff. Kari Madera stepped up and is interested. I have offered her \$2000 to help cover the upfront cost with the following agreement. This is within my authority and seems like a good use of the CCEE funding.

Dear Susan,

November 13, 2023

*After completing the Waldorf Mentor Training in November of 2024, through the Center for Anthroposophy, I plan to work with new and developing teachers at Blue Oak School as a Waldorf Trained Mentor. I would continue my classroom teaching and observe new and developing teachers as needed. After the observation, I would then consult with them to help them navigate the Waldorf pedagogy.
Thank you for your consideration.*

*Warmly,
Kari Madera
Grade 7 Teacher
Blue Oak School*

Employee Assistance Program (EAP)

Our Insurance Broker informed us yesterday that Magellan has increased the cost of its services from \$1,500 to \$10,000. They have suggested we move to Anthem. There is coverage now for those who have insurance. I am waiting for the final cost estimate. It appears we may receive more mental health services and comparative costs. I will have more details next month. BCOE staff recently made another suggestion. We are looking into both options.

Community Partnership Work

We are blessed with the addition of the Community Partnership Coordinator and the work Caren Lehe is doing. The formal work of establishing the committee, pulling the data, and preparing to write the grant is wonderful. The committee has now added a seventh-grade student and his parent, giving us a full committee. The committee will attend an onsite conference next week. Our work gets stronger all the time. We also are grateful for the community connections she is making. During teacher conferences, two families in need were brought to our attention. One had recently been homeless and needed furniture. The other was struggling due to domestic

violence. Caren was able to find support and fill the needs of these families. This is a core purpose of the Community Partnership we are incredibly grateful.

Breakthrough Coach

Maggie Buckley and I attended foundation training at the end of October. This training is for new School Executives/Executive Assistants teams to increase productivity, empower the assistant, and get administrators out into the classrooms. It has been in place at Blue Oak for many years, but Maggie has taken to it. You will find her much more actively engaged in controlling the calendar. I will share more on this work and philosophy here and generally with the community as time moves on.

Behavior Informational Presentation Outline

Blue Oak Charter Council November 28, 2023

Resource

Relevant Education Code

[EC 48900.](#)

Particular Attention should be given to (k)(v)(w)

[EC 48900.5](#)

[EC 48901.1](#)

[48903](#)

Bullying

 conflict rude mean bullying

[Bullying Article](#)

Family Educational Rights and Privacy Act (FERPA).

[FERPA California Department of Education website](#)

MTSS Orange County

[MTSS Framework](#)

[Elements of PBIS](#)

[Eductators Handbook](#)

Thoughts on Middle School & Trauma response

Positive Behavior

- a. Virtues Courage/Friendship/Reverence/Wisdom/Compassion
- b. Classroom expectations
- c. Blue Oak Leaves - External reward system for positive behavior
 - i. Extra Recess
 - ii. Drawings
 - iii. Other -reward system that will support upper grades interest
- d. Classroom level incentives
 - i. Gem Jar
 - ii. Free time
 - iii. Other

These are not applied in Kindergarten. The virtues vocabulary is not accessible, the Blue Oak Leaves are not manageable.

e. Additional Intervention -

- i. Schoolwide Stop/Walk/Talk
- ii. Small Group discussions led by counseling staff
- iii. Check-in / Check- Out
- iv. Social Emotional Behavioral sessions in classrooms
- v. Community Building/Restorative Circles
- vi. Classroom discussions
- vii. Individual discussion

2. Behavior Levels

a. Level 1 Classroom / Playground / Hallway

These are reminders. They are not documented

Example: Speaking with a running student about walking in the hall

b. Minor Incidents (aka Level 2)

These are addressed by the teacher or staff member. They are documented. Informing the parent is at the discretion of the Specialty or Classroom teacher. Parent Square and phone calls are the recommended notification methods.

c. Office Referrals (aka level 3)

These are suspendable or expellable offenses. They are referred to and investigated by administrators or a designee. Parents are informed by a phone call and in writing. An email or Parent Square is sent if the parent can not be reached or as a confirmation.

CONFLICT	RUDE	MEAN	BULLYING
Occasional	Occasional	Once or Twice	Is REPEATED
Not planned; in the heat of the moment	Spontaneous; unintentional	Intentional	Is planned and done on purpose
All parties are upset	Can cause hurt feelings; upset	Can hurt others deeply	The target of the bullying is upset
All parties want to work things out	Based in thoughtlessness, poor manners or narcissism	Based in anger; impulsive cruelty	The bully is trying to gain control over the target
All parties will accept responsibility	Rude person accepts responsibility	Behavior often regretted;	The bully blames the target
An effort is made by all parties to solve the problem			The target wants to stop the bully's behavior; the bully does not
Can be resolved through mediation	Social skill building could be of benefit	Needs to be addressed/ should NOT be ignored	CANNOT be resolved through mediation

Source: Jennifer Astles, DASA Newsletter, January 2014, TST BOCES