Blue Oak Charter School 450 W. East Avenue, Chico, CA 95926 Meeting Room 24 FINANCE COMMITTEE REGULAR MEETING AGENDA

Tuesday June 11, 2024 - 4:15 PM

Join Zoom Meeting https://us06web.zoom.us/j/87406310280?pwd=Hgw1Rv9ZS9m4eSUV01xXVnbEQnrUy2.1

Meeting ID: 874 0631 0280 Passcode: GBE7gS

Tuesday June 11, 2024 - 4:15 PM

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

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

Virtues: Hold Reverence - Have Courage - Build Friendships - Seek Wisdom - Show Compassion

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 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.

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.

AGENDA

OPEN SESSION - 4:15 PM

1. OPENING

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

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

1.4. Audience to Address the Committee

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

- 1.5. Agenda Modifications
- Approve Minutes May 14, 2024 1.6.

2. FINANCIAL REPORTS

- NCIAL REPORTS

 Charter Impact Monthly Report (December/January) 2.1. Annie Gilbert-Charter Impact
- 2.2. Attendance and Enrollment
 - Cash Flow 2.2.1.
 - 2.2.2. Balance Sheet Detail
 - Warrants/Aged Payable 2.2.3.
 - Actual to Budget Summary (part of the Financial Forecast in the Charter 2.2.4. Impact Report)
- Point of Sale Transactions/Check Register (May 2024) 2.3.
- Credit Card Statement 2.4.

(May 2024)

BUSINESS 3.

- 3.1. **LCAP Discussion**
- BCOE Outside Butte County Selpa 3.2.
- 3.3. Family First Contract
- NEXT MEETING Tuesday, July 9, 2024 4.
- 5. **ADJOURNMENT**

	Minutes Taken By: Maggie Buckley
Approved by:	Date:

Blue Oak Charter School 450 W. East Avenue, Chico, CA 95926 Meeting Room 24 FINANCE COMMITTEE REGULAR MEETING AGENDA

Join Zoom Meeting https://us06web.zoom.us/j/84436945332?pwd=2pJNxW7EoZRyeM01mz35v5qejoSkrT.1 Meeting ID: 844 3694 5332 Passcode: B36zeC Tuesday May 14, 2024 - 4:15 PM

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AGENDA

OPEN SESSION - 4:15 PM

1. OPENING

- 1.1. Call Meeting to Order 4:29pm
- 1.2. Roll Call of Committee Members and Establish Quorum

Name	Present	Absent
Trisha Atehortua		X
Susan Domenighini	X	
Kate McDonald	X	
Cheryl Grant	X	
Elizabeth Nail	X	

Kristen Woods proxy for Trisha Atehortua	Х	
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1.3. Invocation - School Verse Read

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

1.4. Audience to Address the Committee

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No audience members addressed the Finance Committee.

- **1.5.** Agenda Modifications -None at this time.
- Approve Minutes April 9, 2024
 Motion to approve Elizabeth Nail. Second by Susan Domenighini.
 Vote.

Name	Yes	No	Abstain	Absent
Kristen Woods proxy for Trisha Atehortua	X			
Susan Domenighini	X	W 3		
Kate McDonald	X	1		
Cheryl Grant	X			
Elizabeth Nail	X	V.		

Vote passes.

2. FINANCIAL REPORTS

2.1. Charter Impact Monthly Report (March/April) Annie Gilbert-Charter Impact

Enrollment forecast 233, down (29) from budget, April ADA 211.5 Revenue forecast +116K from March due to January apportionment recognized

Forecast deficit (\$20K) with Actuals through April

Based on current level of spending, cash is forecast to be \$257K at June 30, 2024 representing 21 days cash on hand.

Enrollment and Per Pupil Data Attendance Metrics

Expenses per ADA higher than revenue per ADA (\$20,618 vs \$20,526)

Enrollment 234, down from budget 262. 91% ADA forecast (216.7) and rolling UPP 60%.

LCFF is calculated at approx. \$12,000 per ADA.

Enrollment & Per Pupil Data Attendance Metrics

Actual Forecast Budget

Average Enrollment Actual 234 Forecast 234 Budget 262

ADA Actual 211 Forecast 213 Budget 244

Attendance Rate Actual 90.2% Forecast 91.0% Budget 93.0%

Unduplicated Actual % 60.0% Forecast 60.0% Budget 58.4%

Revenue per ADA Forecast \$20,526 Budget \$17,280

Expenses per ADA Forecast \$20,618 Budget \$17,161

Revenue

AprilUpdates

Reduced ADA cuts (\$314K)+ from budget.

Additional \$70K Revenue from Community Engagement Initiative included in current year

Forecast includes additional \$779K one-time funding, declining in future years.

Year-to-Date Annual/Full Year

Actual Budget Fav/(Unf) Forecast Budget Fav/(Unf)

Revenue

State Aid-Rev Limit \$ 2,019,638 \$ 2,155,693 \$ (136,055) \$ 2,593,775 \$ 2,908,486 \$ (314,710)

Federal Revenue 117,728 152,719 (34,991) 322,497 244,096 78,401

Other State Revenue 466,908 661,884 (194,976) 1,364,148 997,758 366,390

Other Local Revenue 83,773 53,400 30,373 90,373 60,000 30,373

Total Revenue \$2,688,047/\$3,023,697/\$(335,650)/\$4,370,793/\$4,210,340/\$160,453

	2022/23	2023/24	2024/25	2025/26
Educator Effectiveness Block Grant	\$30,637	\$25,446	\$20,257	\$ -
Arts, Music and Instructional Materia	ıls \$ -	\$51,516	\$51,516	\$51,516
Prop 28			\$40,905	\$40,905
Learning Recovery	\$ -	\$142,992	\$142,992	2\$-
Extended Learning FY23		\$308,103	\$192,00	7 \$192,007
Community Schools Planning		\$100,000	\$85,220	
Community Engagement Initiative		\$70,000		
MTSS		\$49,159		
ESSER III	\$388,778	\$101,822		
One-Time Funding plan	\$937,472	\$849,038	\$32,896	\$284,428

Expenses

April Updates

Overall expenses forecasted increase of \$209Kk higher than budget Books and Supplies +6K, Subagreement (9K), Legal +6K, Field Trips +15K from March 2024.

Surplus/(Deficit) & Fund Balance Forecast deficit (\$20K). Year End Fund balance projected at 15.9%.

Current cash \$901K. Year end projected to be \$257K = 21 days Cash on Hand

As of April 30, 2024
Cash Flow – Monthly and Annual Forecast
Statement of Financial Position (Balance Sheet)
Statement of Cash Flows
Detailed Month and YTD Budget vs. Actual
Accounts Payable Aging
Check Register

Compliance Deadlines Reviewed

LCAP review in progress.

Multi-Year Forecast reviewed - Line items updated and will continue to be updated as line items are edited to correct categories.

6:04pm technical difficulty and recording ended. Kate McDonald motioned to receive the financials and send them to BOCC for approval. Susan seconds motion.

Vote.

Name	Yes	No	Abstain	Absent
Kristen Woods proxy for Trisha Atehortua	X			
Susan Domenighini	X			
Kate McDonald	X			
Cheryl Grant	X			
Elizabeth Nail	X			

Vote passes.

2.2. Attendance and Enrollment

- 2.2.1. Cash Flow
- 2.2.2. Balance Sheet Detail
- 2.2.3. Warrants/Aged Payable
- 2.2.4. Actual to Budget Summary (part of the Financial Forecast in the Charter Impact Report)

Lengthy discussion regarding attendance.

- **2.3.** Point of Sale Transactions/Check Register (April 2024)
- **2.4.** Credit Card Statement

(April 2024)

- 2.5 Accept New BOFC Parent Members
 - 2.5.1 Megan Davila
 - 2.5.2 Abigail Rasmussen

Kate McDonald motion to approve 2.5.1 and 2.5.2. Elizabeth Nail seconds. Vote.

Name	Yes	No	Abstain	Absent
Kristen Woods proxy for Trisha Atehortua	X			
Susan Domenighini	X			
Kate McDonald	X			
Cheryl Grant	X			
Elizabeth Nail	X			

Vote passes.

3. BUSINESS

3.1 BOCS Board Discussions

- 3.1.1 PSA for Miriam Park Property CUSD is going to put the Miriam Park Property on the Board Agenda for 5-15-24. Susan will be there to answer any questions. We are entering into new 2 year contract with the current building. Facilities Meeting will be scheduled for further questions and answers.
 - 3.1.2 Discuss Chico Unified Agenda Item
- 3.1.3 CUSD Bond Issue Cannot officially discuss this item but it could mean additional funding for our new school site. We will be asking our parents to go out and talk about the bond so we can get the votes to pass this item. We need 55% of the vote to pass the bond issue. This will be on the November ballot!
 - 3.2 Teacher Remuneration Discussion
 - 3.3 Administrative Pay Scale Tabled for number corrections

4.	NEXT	MEETING	- Tuesday.	June	11, 2024
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5. ADJOURNMENT

	Minutes Taken By: Kellie Machi
Approved by:	Date:

Name	Present	Absent
Trisha Atehortua		
Susan Domenighini		A
Kate McDonald		
Cheryl Grant		A
Elizabeth Nail		

Vote.

Name	Yes	No	Abstain	Absent
Trisha Atehortua				
Susan Domenighini				

Kate McDonald		
Cheryl Grant		
Elizabeth Nail		

Vote passes.





Monthly Financial Presentation – May 2024

May Highlights



Highlights

- Enrollment forecast 233, down (29) from budget, April ADA 211.5
- Revenue forecast +\$9k from April due to SB740
- Forecast deficit (\$65K) with Actuals through May
- Based on current level of spending, cash is forecast to be \$349K at June 30th, 2024 representing 29 days cash on hand

Compliance and Reporting

required before utilizing funding Arts, Music & Instructional Materials Block Grant Board approved plan



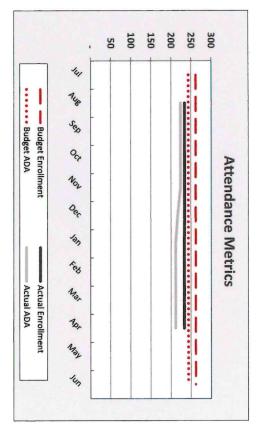
Attendance Data and Metrics



Enrollment and Per Pupil Data

Enrollr	Enrollment & Per Pupil Data	pil Data	
	Actual	Forecast	Budget
Average Enrollment	234	234	262
ADA	211	213	244
Attendance Rate	90.2%	91.0%	93.0%
Unduplicated %	60.0%	60.0%	58.4%
Revenue per ADA		\$20,557	\$17,280
Expenses per ADA		\$20,865	\$17,161

Attendance Metrics



Expenses per ADA higher than revenue per ADA (\$20,865 vs \$20,557) 91% ADA forecast (216.7) and rolling UPP 60% LCFF is calculated at approx. \$12,000 per ADA. Enrollment 234, down from budget 262.



Revenue



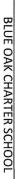
May Updates

- Reduced ADA cuts (\$314K)+ from budget.
- Additional \$70K Revenue from Community Engagement Initiative included in current year
- Forecast includes additional \$779K one-time funding, declining in future years.

Revenue

			Yec	Year-to-Date			A	Annual/Full Year	ear	
	7	Actual		Budget	Fav/(Unf)		Forecast	Budget	100	Fav/(Unf)
Revenue										
State Aid-Rev Limit	\$	2,019,638	S	2,155,693	2,019,638 \$ 2,155,693 \$ (136,055)		\$ 2,593,775 \$ 2,908,486 \$ (314,710)	\$ 2,908,48	\$ 9	(314,710)
Federal Revenue	18	117,728		152,719	(34,991)		322,497	244,096	6	78,401
Other State Revenue		466,908		661,884	(194,976)		1,364,148	997,758	00	366,390
Other Local Revenue		83,773		53,400	30,373		90,373	60,000	10	30,373
Total Revenue	4	<u>\$</u> \$ 2,688,047 \$ 3,023,697(335,650)	\$ 1	3,023,69	<u>\$</u> 7(335,650)		\$ 4,370,793 \$ 4,210,340 \$ 160,453	\$ 4,210,3	40 \$	160,453
					2022/22	3	7072/7/	שלי/ מכחל	3	3035/36

284,428_	\$ 532,896	\$	937,472_\$ 849,038_\$ 532,896_\$ 284,428	\$	937,472	\$	One-Time Funding plan
						2	
1			101,822		388,778		ESSER III
			49,159	\$			MTSS
			70,000	\$			Community Engagement Initiative
	85,220	\$	100,000 \$	S			Community Schools Planning
192,007	\$ 192,007 \$ 192,007	\$	308,103	\$			Extended Learning FY23
,	\$ 142,992	S	142,992	\$		\$	Learning Recovery
40,905	\$ 40,905	\$					Prop 28
51,516	\$ 51,516 \$	\$	51,516 \$	\$		\$	Arts, Music and Instructional Materials
	\$ 20,257	\$	25,446 \$	S	30,637	\$	Educator Effectiveness Block Grant
2025/26	2024/25 2025/26		2023/24		2022/23		







Expenses



May Updates

Expenses

Actual

Budget

Fav/(Unf)

- Overall expenses forecasted decreased \$11k from April; \$25k higher than budget
- Salaries and Benefits decreased \$20k from April 2024; Books & Supplies +\$6k

Year-to-Date

Certificated Salaries
Classified Salaries
Benefits
Books and Supplies
Subagreement Services
Operations
Facilities
Professional Services
Depreciation
Interest

\$ 4,249,761		256,462	612,463	174,906	128,647	180,181	679,625	654,908	\$ 1,562,569	
,761		462	463	906	647	181	625	908	569	
5										
\$ 4,032,872 \$		238,756	614,167	155,838	65,739	100,433	650,577	625,795	\$ 1,581,568\$	
\$ (216,888)	1	(17,706)	1,704	(19,068)	(62,908)	(79,747)	(29,048)	(29,113)	18,998	

		44207
(25,861)	262,023	287,883
2,500	670,000	667,500
(12,040)	170,064	182,104
(74,751)	72,096	146,847
(83,634)	106,200	189,834
(39,226)	666,803	706,030
(47,329)	643,281	690,610
\$ 18,637	\$ 1,590,901	\$ 1,572,264
ray/(oiii)	puget	rojecast
Fav/IIInfl	Rudget	Enraract



Total Expenses

Surplus / (Deficit) & Fund Balance

- Forecast deficit (\$65K).
- Year End Fund balance projected at 17.9%.

	S		45	- 10	4
-13.9%	\$ (618,370) \$	719,439	\$ (1,337,809) \$ (709,916) \$ (627,892)	Actual	
	S		•		Yea
0.2%	9,523	719,439	(709,916)	Budget	Year-to-Date
0/			44		
			(627,892)	Fav/(Unf)	
	S		44		
14.7%	653,827 \$	719,439	(65,612) \$	Forecast	
8	S	1	*		Ann
17.9%	748,411	719,439	28,972	Budget	Annual/Full Year
6/			\$	77	
			28,972 \$ (94,585)	Fav/(Unf)	

Beginning Fund Balance

Total Surplus(Deficit)

As a % of Annual Expenses

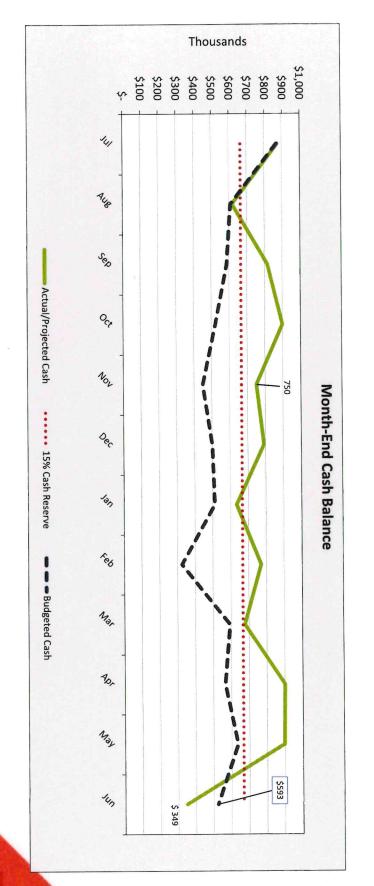
Ending Fund Balance



Cash Balance



Current cash \$898K . Year end projected to be \$348K = 29 days Cash on Hand





Compliance Deadlines

(next 60 days)

			Completed	Board Must	Signature
Area	Due Date		Ву	Approve	Required
FINANCE	Jun-05	SB 740 Charter School Facility Grant Program applications (Continuing Schools) - The 2024/25 Online Application opened April 15th. Late applications will NOT be accepted. The SB740 Program is intended to provide grants to charter schools to assist with facilities' rent and lease costs associated with the school. Each year applicants must submit a new Application and the Authority will determine eligibility on an annual basis. Charter schools must also meet the FRPM Eligibility requirements each year.	Charter	Z _o	Yes http://www.treasurer.ca.gov/csfa/csfgp//index.asp
FINANCE	Jun-20	ond Principal Apportionment - The Principal Apportionment includes funding for gromula, which is the primary source of an LEA's general purpose funding; gromula, which is the primary source of an LEA's general purpose funding; 22); and funding for several other programs. The Second Principal Apportionment 22); as based on the second period data that LEAs report to CDE in April and May. P-2 or tionment calculations and is the final state aid payment for the fiscal year ending	FYI	N ₀	N _o
FINANCE	Jun-30	2021 Kitchen Infrastructure and Training (KIT) Funds Expenditure Deadline - KIT funding can be used to purchase, repair, or fund infrastructure improvements, including those needed to implement the Universal Meals Program, at the district or school-site level such as electrical, plumbing, and construction related to the following four categories: Cooking equipment and supporting infrastructure needs; service equipment; refrigeration and storage; transportation between sites.	FYI	No	N _O
FINANCE	Jun-30	ort (APR) and rtium-level APR, due heport info from king team or council APR process and evidence of	Client with Charter Impact support	Z o	N _O
FINANCE	Jun-30	2021-22 CA Community Schools Partnership Program: Planning Grant Expenditure Deadline - The 2021-22 California Community Schools Partnership Program Planning Grant funds are to be used to support local educational agencies (LEA) in the development of a community school implementation plan.	2	N _O	No
FINANCE	Jun-30	Control and Accountability Plan - The LCAP is a three-year plan that describes the goals, actions, ces, and expenditures to support positive student outcomes that address state and local priorities. CAP provides an opportunity for local educational agencies (LEAs) to share their stories of how, what, vhy programs and services are selected to meet their local needs. The components of the LCAP for the -2025 LCAP year must be posted as one document assembled in the following order: FB Budget Overview for Parents 22–24 LCAP Annual Update n Summary gaging Educations als and Actions als and Actions reased or Improved Services for Foster Youth, English Learners, and Low-income students ion Tables tructions	Client with Charter Impact support	Yes	8
		The LCAP must be presented at the same public meeting as the budget, preceding the budget hearing. LCAP and budget adoption must be at least 1 day after the public hearing.			

Compliance Deadlines

(next 60 days)



Compliance Deadlines

(next 60 days)

0	7		, ,	,		
Area	Due Date	Description	Completed By	Board Must Approve	Signature Required	Additional information
FINANCE	Jun-30	CSFA Charter School Revolving Loan Application - The CA School Finance Authority's Charter School Revolving Loan Fund provides low-interest loans of up to \$250,000 to new charter schools in their first charter term to assist them with meeting the purposes of the school's approved charter. The program is available to any charter school that is not a conversion of an existing public school, and that has not yet completed the full term of its initial charter.	Client with Charter Impact support	Yes	Yes	http://www.hanssaru.ca.gop/cslu/cstl/indus.asp
OPERATIONS	Jun-30	Approve school calendar and instructional minutes - 180/175 days charter schools and are allowed to shorten instructional year by 5 days without fiscal penalty. Kindergarten - 600 nours, Grades 1-3 - 640 hours, Grades 4-8 - 900 hours, Grades 9-12 - 1080 hours	Client with Charter Impact support	Yes	No	adus/Joons, cole.co.gov/gyaaysaficfiday.asp
FINANCE	Jun-30	Executive School Leadership Review Evaluation - The board of directors is responsible for hiring and establishing the compensation (salary and benefits) of the executive director by indentifying compensation that is "reasonable and not excessive". The board conducting the review should document who was involved and the process used to conduct the review, as well as the disposition of the full board's decision to approve the executive director's compensation (minutes of a meeting are fine for this). The documentation should demonstrate that the board took the comparable data into consideration when it approved the compensation.	Client	Yes	No	This is an IRS requirement for Executive Director positions. If needed, Charler impact can provide data on comparable salarest for your organization's Board of Directors.
GOVERNANCE	Jun-30	Review your Homeless Education Policy - A Homeless Education Policy is used to ensure that your school is compliant with key provisions of the Education for Homeless Children and Yourhs Act. It is also used to collect the contact information for your required designated homeless liaisons at your school. All schools are required to establish a board approved Homeless Education Policy.	Client	N.	No	https://www.coc.ca.gov/spiho/cy/obartopts.asp
GOVERNANCE	Jun-30	Review your Parental Involvement Policy - Every local educational agency (LEA) in California must have a parental involvement policy. Federal requirement (LEAs accepting Title I funds). State requirement (California Education Code) [EQ] or non-Title I schools. Parents must be involved in how the funds reserved for parental involvement will be allocated for parental involvement activities. Keep minutes and sign-in sheets documenting these discussions. The California Department of Education (CDE) reviews the Consolidated Application and Reporting System (CARS) to see if the required reservation has been made.	Client	Yes	No	https://www.cde.ca.go/fspined1/boassfamigensies.atp
FINANCE	Jul-07	Final ERMHS Report (Special Education) - Financial reporting for year-end actuals are due for Sonoma SELPA members.	Charter Impact	No	No	
FINANCE	Jul-10	Final Federal Expenditure Report (Special Education) - Financial reporting for year-end actuals are due for UACOE SELPA members.	Charter Impact	No	No	
FINANCE	Jul-14	Federal Stimutus Reporting - Local educational agencies (LEAs) are required to report to the California Department of Education (CDE) on funds received through the CARES Act, the CRRSA Act, and the ARP (ESSER I, GEER, ESSER II), LEAs are required to report status of funds for the period April 1, 2024 - June 30, 2024.	Charter Impact with Client support	No	No	https://www.cdn.ca.gov/dg/c/haponting.aap
FINANCE	Jul-31	Comprehensive Support and Improvement (CSI) Expenditure Reporting - 2023 Report 1 and 2022 Report 4 - Actual expenditures for each performance period within the grant period shall be reported to the California Department of Education (CDE) as part of regular grant management and administration.	Charter Impact with Client support	N	No	https://www.cdc.ca.go/jab/se/t3/colload/artipl.asp
FINANCE	Jul-31	Federal Cash Management - Period 1 - The Title I, Part A: Title II, Part D, Subpart 2; Title III, Part A, Title III Immigrant; and Title IV programs under the Elementary and Secondary Education Act of 1955 (ESEA), as amended by the ESSA, will utilize the Federal Cash Management program. Charlet schools that are awarded a grant under any of these programs must submit the CMDC report for a particular quarter in order to receive an apportionment for that quarter; CDE will apportion funds to LEAs whose cash balance is below a certain threshold.	Charter Impact	No	No	intigral (review colle coa growing and cons
GOVERNANCE	Jul-31	Annual review of organization's Fiscal Policies - Board approved fiscal policies define the organization's financial operations and internal controls to ensure compliance with industry and government regulations. An annual review is recommended to ensure compliance with current procedures and annually updated regulations. If updates are necessary, revised policies may be documented and presented for Board approval.	Charter Impact vith Client support	Yes	No	
FINANCE	TBD	88 740 Facility Grant Program: Deadline to Submit Eligible 2023/24 "Other" Costs for Reimbursement - Applicants requesting reimbursement for Charter School costs associated with remodeling buildings, deferred maintenance, initially installing or extending service systems and other built-in equipment, improving sites and common area maintenance charges must file by annual due date - in 2022/23 original July due date was extended to Aug 15th.	Charter Impact with Client support	N _o	Yes	http://www.treasurs.ca.gov/cstarcalgorisdes.acg
FINANCE	Aug-30	Mandate Block Grant Application - Mandate Block Grant funding is available to fund the costs of mandated programs and activities. The Mandate Block Grant application is the only option for charter schools to receive this funding. (2023/24 budget funding per PY ADA K-8 \$19.85, 9-12 \$55.17).	Charter Impact	N.	No	https://www.cde.ca.gov/ly/o/134/mandaleby23tla.asp
FINANCE	Aug-31	Final Federal Expenditure and ERMHS Report (Special Education) - Financial reporting for year-end actuals are due for Santa Barbara SELPA members.	Charter Impact	N	No.	
FINANCE	Set by Authorizer	Unaudited Actual Reports - Annual unaudited financial statements for the preceding year are due by date set by the charter authorizer (no later than September 15th).	Charter Impact	Yes	Yes	https://www.cde.ca.gov/tgst/tr/csaternative.asp



Appendices



As of May 30, 2024

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



Statement of Activities

For the period ended May 31, 2024

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual
Revenues				
State Aid - Revenue Limit				
LCFF State Aid	\$ 90,200	\$ 127,449	\$ (37,249)	\$ 981,848
Education Protection Account	-			548,666
State Aid - Prior Year	(335)		(335)	1,734
In Lieu of Property Taxes	_	60,038	(60,038)	577,255
Total State Aid - Revenue Limit	89,865	187,487	(97,622)	2,109,503
Federal Revenue				
Special Education - Entitlement	-		-	-
Federal Child Nutrition	; _ ;		-	77,087
Title I, Part A - Basic Low Income	24,724		24,724	55,920
Title II, Part A - Teacher Quality	3,336	2	3,336	7,781
Title III - Limited English	-		_	-
Other Federal Revenue	2,500		2,500	7,500
Prior Year Federal Revenue	1	-	1	1
Total Federal Revenue	30,561	-	30,561	148,289
Other State Revenue				
State Special Education	13,562	19,938	(6,376)	192,573
State Child Nutrition	1,404		1,404	8,496
School Facilities (SB740)	82,699	84,138	(1,439)	248,096
Mandated Cost	-	-	=	61
State Lottery	=	i - ji - ×	-	18,972
Prior Year Revenue	-		-	33,253
Other State Revenue	1,382	1,096	286	64,505
Total Other State Revenue	99,047	105,172	(6,125)	565,955
Other Local Revenue				
Other Fees and Contracts	-		-	26,250
School Fundraising	4,433	6,600	(2,167)	61,956
Total Other Local Revenue	4,433	6,600	(2,167)	88,206
Total Revenues	223,905	299,259	(75,354)	2,911,953
Expenses				
Certificated Salaries				
Teachers' Salaries	34,151		(34,151)	1,226,384
Teachers' Substitute Hours	13,300	3,792	(9,508)	60,931
Teachers' Extra Duty/Stipends	3,120	1,500	(1,620)	27,543
Pupil Support Salaries	9,491	6,194	(3,296)	67,629
Administrators' Salaries	16,371	19,333	2,962	180,082
Total Certificated Salaries	76,433	30,820	(45,613)	1,562,569
Classified Salaries	, 5, 455	23,023	(10)010)	_,552,555
Instructional Salaries	43,981	17,216	(26,765)	283,505
Clerical and Office Staff Salaries	21,956	21,485	(471)	201,326
		21,403		

Statement of Activities

For the period ended May 31, 2024

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual
Books & Supplies		RTT LEED		
Textbooks and Core Materials	-		-	9,382
Books and Reference Materials	-		-	2,429
School Supplies	1,043	3,000	1,957	31,360
Software	329	1,500	1,171	10,827
Office Expense	454	1,167	713	12,019
Business Meals	326	100	(226)	2,024
School Fundraising Expense	1,290	-	(1,290)	3,972
Noncapitalized Equipment	1,353	H	(1,353)	32,573
Food Services	11,661	-	(11,661)	75,594
Total Books & Supplies	16,456	5,767	(10,689)	180,180
Subagreement Services				
Nursing	2,597	2,167	(431)	26,773
Special Education	16,072	4,000	(12,072)	99,503
Security	-	191	191	2,371
Total Subagreement Services	18,670	6,357	(12,313)	128,646
Operations & Housekeeping				
Auto and Travel	1,705	327	(1,378)	11,454
Dues & Memberships	-	750	750	8,438
Insurance	2,739	4,348	1,609	50,236
Utilities	8,672	7,000	(1,672)	85,796
Janitorial Services	195	807	612	8,575
Communications	364	833	469	9,407
Postage and Shipping	96	160	64	1,001
Total Operations & Housekeeping	13,772	14,226	454	174,905
Facilities, Repairs & Other Leases				
Rent	54,000	54,000	-	591,500
Equipment Leases	1,336	1,167	(169)	14,995
Repairs and Maintenance	455	667	211	5,968
Total Facilities, Repairs & Other Leases	55,791	55,833	42	612,463
Professional/Consulting Services				
IΤ	3,668	1,383	(2,284)	17,101
Audit & Taxes	:	-	-	15,225
Legal	4,810	1,333	(3,477)	16,633
Professional Development	200	2,545	2,345	19,120
General Consulting	-	2,885	2,885	31,942
Special Activities/Field Trips	1,632		(1,632)	29,972
Bank Charges	50	24	(26)	465
Printing	-	200	200	-
Other Taxes and Fees	569	360	(209)	6,321
Payroll Service Fee	957	667	(291)	8,225
Management Fee	8,528	7,017	(1,511)	76,717
District Oversight For	0,320	1.075	076	10 770

Statement of Financial Position

May 31, 2024

		Current Balance	Be	ginning Year Balance	Υ	TD Change	YTD % Change
Assets		•					
Current Assets							
Cash & Cash Equivalents	\$	898,175	\$	1,026,453	\$	(128,278)	-12%
Accounts Receivable		2,626		875,943		(873,317)	-100%
Public Funding Receivables		28,543		54,554		(26,011)	-48%
Prepaid Expenses		55,801		77,540		(21,739)	-28%
Total Current Assets		985,145		2,034,490		(1,049,345)	-52%
Long-Term Assets							
Deposits		28,000		28,000		y - 9	0%
Leased Asset		3,428,153		3,428,153		a=a	0%
Total Long Term Assets		3,456,153		3,456,153		-	0%
Total Assets	\$	4,441,298	\$	5,490,643	\$	(1,049,345)	-19%
Liabilities							
Current Liabilities							
Accounts Payable	\$	15,458	\$	31,152	\$	(15,694)	-50%
Accrued Liabilities		143,547		419,836		(276,289)	-66%
Deferred Revenue		1,413,145		832,700		580,446	70%
Other Current Liabilities		441,612		441,612		-	0%
Total Current Liabilities	-	2,013,763		1,725,300		288,463	17%
Long-Term Liabilities							
Other Long-Term Liabilities		3,045,904		3,045,904		_	0%
Total Long-Term Liabilities		3,045,904		3,045,904		-	0%
Total Liabilities		5,059,667		4,771,204		288,463	6%
Total Net Assets		(618,369)		719,439		(1,337,808)	-186%
Total Liabilities and Net Assets	\$	4,441,298	\$	5,490,643	\$	(1,049,345)	-19%

Statement of Cash Flows

For the period ended May 31, 2024

###	2000	nth Ended 5/31/24	/TD Ended 05/31/24
Cash Flows from Operating Activities			
Change in Net Assets	\$	(123,512)	\$ (1,337,808)
Adjustments to reconcile change in net assets to net cash flows			
from operating activities:			
Decrease/(Increase) in Operating Assets:			
Public Funding Receivables		9,079	873,317
Grants, Contributions & Pledges Receivable		-	26,011
Prepaid Expenses		9,273	21,739
(Decrease)/Increase in Operating Liabilities:			
Accounts Payable		13,998	(15,694)
Accrued Expenses		(45,303)	(276,289)
Deferred Revenue		133,280	580,446
Total Cash Flows from Operating Activities		(3,185)	(128,278)
Change in Cash & Cash Equivalents		(3,185)	(128,278)
Cash & Cash Equivalents, Beginning of Period		901,360	 1,026,453
Cash and Cash Equivalents, End of Period	\$	898,175	\$ 898,175

Blue Oak Charter School

Accounts Payable Aging May 31, 2024

\$	\$	\$ 115 \$	\$ 15,343 \$	Total Outstanding Invoices 💲	Total Outsta		
	j	1	1,577	5/23/2024	4/23/2024	4848382	US Foods, Inc.
,	ì	115	1	5/22/2024	4/22/2024	321582	Robert Brook & Associates
	,		4,055	5/22/2024	4/22/2024	PGEX051324-4816	PG&E
10		æ	93	5/22/2024	4/22/2024	LEHE043024	Caren Lehe
1	ı		1,801	5/22/2024	4/22/2024	47959561	Humana Insurance Co
ı	ì	1	389	5/15/2024	4/15/2024	IN92962-1	Granite Data Solutions
į	ì		964	5/15/2024	4/15/2024	IN92963-1	Granite Data Solutions
	ı,		659	5/23/2024	4/23/2024	330504	The Danielsen Company
1	ì	1	524	5/30/2024	4/30/2024	548407	Butte County Environmental Health
\$	\$	· ·	\$ 5,281 \$	5/15/2024 \$	4/15/2024	2.4106E+11	Advantage Therapy Services Inc
61 - 90 Da Past Du	31 - 60 Days Past Due	1 - 30 Days Past Due	Current	Date Due	Invoice Date	Invoice/Credit Number	Vendor Name

Check Register

or the period ended May 31, 2024

Check Number	Vendor Name	Transaction Description
12003	VOID	VOID
12085	ERNE000Angie Ernest	Reimb Office Supplies 4/18/24-4/22/24,4/15/24-4/21/24
12086	CHAR000Charter Impact	Qtr 1 2024 Tax Return
12087	GRAN000Cheryl Grant	Reimb - School Supplies 03/29/24; Office Expense -
12088	MADE000Kari Madera	Reimb - Dorm Room - 04/21/24; Business Meals 01/29/24
12089	MCDO000Kate McDonald	Reimb - School Supplies - 04/18/24
12090	LEHM000Katherine Lehman	Reimb - Hotel - 04/07/24
12091	ADVA000Advanced Document Concepts for Business	Copier Lease - 05/24
12092	ADVA001Advantage Therapy Services Inc	SpEd Svcs - 04/15/24 - 04/25/2404/03/24 - 04/12/24
12093	HURD000Amanda Hurd	Reimb - School Supplies - 04/26/24
12094	PIER000Amber Pierce	Reimb - School Supplies - 04/08/24 - 04/20/24
12095	ATTX000AT&T	Communication Svcs - 04/15/24 - 05/14/24
12096	BLUE000Blue Shield of California	Health Ins - 05/24
12097	CHAR000Charter Impact	Payroll Svcs - 04/24,05/24, Business Mgmt - 05/24
12098	JCNE000J C Nelson Supply Co	Janitorial Supplies
12099	LEHM000Katherine Lehman	Prof. Development - 08/08/24 - 08/13/247/19/24 -
12100	CESC000Lauren Cesca	Reimb - Office Supplies - 04/14/24 - 04/20/24
12101	PGEX4816PG&E	Utility Svcs - 03/12/24 - 04/11/24
12102	TAHO000Tahoe Pure Water Co	Office Water
12103	DANI000The Danielsen Company	Food Svcs
12104	DOOR000The Door Company	Maintenace Svcs - Drop Tested Fire Door - 04/24
12105	USFO000US Foods, Inc.	Food Svcs
12106	CALI000California Water Service	Utility Svcs - 03/15/24 - 04/12/24
12107	CHIC000Chico Country Day School	Nursing Costs - 05/24
12108	CITY003City of Chico	Sewer Svcs - 03/29/24 - 04/28/24
12109	CORN001Cornell Distributing	Food Svcs - 04/26/24,4/23,4/19,4/16,4/12,4/09,4/30,4/05
12110	PHIL000Philadelphia Insurance Companies	Specialty & Training - 07/31/23 - 06/30/24 -
12111	SAND000Ryan Sanders	Reimb - Alcohol Sales License - 04/12/24, 4/21/24
12112	DANI000The Danielsen Company	Food Svcs
12113	USFO000US Foods, Inc.	Food Svcs - 05/02/24
12114	ERNE000Angie Ernest	Reimb - Office Supplies - 12/18/23; Business Meals -
12115	LEHE000Caren Lehe	Reimb - Business Meals - 04/24/24 - 04/27/24,4/06/24
12116	FLAN000Ciaran Flanagan	School Supplies
12117	PHIL001Julie Phillips	Reimb - Office Supplies - Dollar Tree, Ross - 05/01/24
12118	YOUN000Law Offices of Young, Minney & Corr, LLP	Legal Svcs - 04/16/24 - 04/29/24
12119	LEEN000Leen-Liberty Park	Rent - 04/24
12120	ODDROOD_ODD Rusiness Solutions IIC	School Supplies

heck Register

or the period ended May 31, 2024

Check Number	Vendor Name	Transaction Description
7365	Brianna Dorenzo	Refund for 8th Grade Field Trip
7366	Jill Ayers	Refund for 8th Grade Field Trip
7368	Bowlero	8th Grade Field Trip
ACH	TMOB4649T-Mobile	Communication Svcs - 03/10/24 - 04/09/24
ACH	CALPOOOCalPERS	PERS 04/24
ACH	CALPOOOCalPERS	PERS 04/24
ACH	ADOB000Adobe Inc.	Adobe Acrobat Pro
ACH	ZOOM000Zoom Video Communications Inc	Zoom Communications
ACH	BENE000Benefit Resource, Inc	Benefit Resource
ACH	AMER001American Express	CC Payment - 03/18/24 - 4/18/24
ACH	BENE000Benefit Resource, Inc	Benefit Resource
ACH	EMPL000Employment Development Dept	EDD Benefit Charge Q1
ACH	MACQ000Macquarie Equipment Capital Inc.	Copier Lease
ACH	EMPL000Employment Development Dept	EDD Benefit Charge Q1
ACH	EMPL000Employment Development Dept	EDD Benefit Charge Q1
ACH	INTE000Internal Revenue Services	Federal Tax Pmt PPE051524
ACH '	EVER3734Everbank	Copier Lease
ACH	MACQ000Macquarie Equipment Capital Inc.	Copier Lease
ACH	BENE000Benefit Resource, Inc	Benefit Resource
ACH	EMPL000Employment Development Dept	State Tax Payment SDI PPE052824
ACH	EMPL000Employment Development Dept	State Tax Payment PPE052824
ACH	CALPOOOCalPERS	PERS 04/24
ACH	INTE000Internal Revenue Services	Federal Tax Pmt PPE052424
ACH	CALP000CalPERS	PERS 04/24
ACH	GOLD000Golden Valley Bank	Bank Fee - Positive Pay Charge

Total Disbursements I

Business Checking – XXXXX0889

Search transactions

Activity: Date range; Start date: May 01, 2024; End date: May 31, 2024; Type: Debits

Transactions

Pending Posted

12,3	Pending •	Posted		
	Date 🗸	Description ≎	Debit ≎	Credit 💠 Balance
•	May 31, 2024	<u>Check 12107</u>	2,597.43	
3	May 31, 2024	<u>Check 12115</u>	331.68	
•	May 31, 2024	ACH Payment BLUE OAK CHARTER PAYROLL	200.40	*
4	May 30, 2024	<u>Check 12118</u>	4,810.00	
0	May 30, 2024	<u>Check 12123</u>	942.11	
Ф	May 29, 2024	Check 12122	1,329.40	
*	May 29, 2024	<u>Check 12121</u>	763.44	
\$	May 29, 2024	ACH Payment CALPERS 3100	24,277.32	
*	May 29, 2024	ACH Payment IRS USATAXPYMT	14,486.86	
0	May 29, 2024	ACH Payment CALPERS 3100	5,025.00	
•	May 28, 2024	<u>Check 12119</u>	54,000.00	
•	May 28, 2024	Check 12109	1,281.93	
•	May 28, 2024	Dep Item Rtn ACH SHEILA MOSS-R04-INVALID ACCT NUMBER	3,982.41	
9	May 28, 2024	ACH Payment EMPLOYMENT DEVEL EDD EFTPMT	1,942.23	
*	May 28, 2024	ACH Payment EMPLOYMENT DEVEL EDD EFTPMT	1,040.04	
*	May 28, 2024	ACH Payment BENEFIT RESOURCE BRI XFER	836.32	
•	May 28, 2024	ACH Payment ASSET FINANCE ACH0528	162.38	
*	May 24, 2024	Check 12093	43.08	

Dalance

*	May 24, 2024	ACH Payment BLUE OAK CHARTER PAYROLL	43,593.46
\$	May 24, 2024	ACH Payment BLUE OAK CHARTER PAYROLL	29,027.84
*	May 24, 2024	ACH Payment BLUE OAK CHARTER PAYROLL	17,223.21
4	May 24, 2024	ACH Payment BLUE OAK CHARTER PAYROLL	5,929.55
4	May 24, 2024	ACH Payment BLUE OAK CHARTER PAYROLL	3,982.41
专	May 23, 2024	Check 12106	360.17
٠	May 22, 2024	Check 12110	2,739.36
()	May 22, 2024	Check 12111	1,290.00
*	May 22, 2024	Check 12112	749.40
٥	May 22, 2024	Check 12094	121.27
Ф	May 22, 2024	Check 12084	100.00
\$	May 21, 2024	Check 12113	1,311.00
٥	May 21, 2024	Check 12108	471.71
e	May 21, 2024	Check 12100	97.44
	May 20, 2024	Check 7368	479.52
6	May 20, 2024	Check 7366	400.00
**	May 20, 2024	Check 12095	139.32
\$	May 20, 2024	Check 12087	44.62
6	May 20, 2024	ACH Payment EverBank, N.A. EverBank	298.77
*	May 16, 2024	Check 12092	10,791.60
9	May 16, 2024	Check 12097	9,885.75
\$	May 16, 2024	Check 7365	400.00
0	May 15, 2024	Check 12101	3,784.57
٠	May 15, 2024	Check 12091	550.00
٥	May 15, 2024	ACH Payment IRS USATAXPYMT	8,605.21
ø	May 15, 2024	ACH Payment EMPLOYMENT DEVEL EDD EFTPMT	531.44

Dalalice

٠	May 15, 2024	ACH Payment EMPLOYMENT DEVEL EDD EFTPMT	500.69
٩	May 15, 2024	ACH Payment ASSET FINANCE ACH0515	324.75
*	May 15, 2024	COPIES LASE A GREENMENT ACH Payment EMPLOYMENT DEVEL EDD EFTPMT	265.05
€.	May 15, 2024	ACH Payment BENEFIT RESOURCE BRI XFER	124.00
•	May 14, 2024	Check 12105	2,640.96
*	May 14, 2024	Check 12103	1,255.79
*	May 14, 2024	Check 12096	310.00
۵	May 14, 2024	Check 12098	195.15
**	May 14, 2024	Check 12102	43.00
*	May 14, 2024	ACH Payment AMEX EPAYMENT ACH PMT	2,362.08
静	May 13, 2024	Check 12104	340.00
0	May 13, 2024	ACH Payment BENEFIT RESOURCE BRI XFER	186.32
*	May 10, 2024	Check 7362	176.00
*	May 10, 2024	Check 12086	103.35
÷	May 10, 2024	Check 12080	75.00
Ф	May 10, 2024	Check 11973	34.00
•	May 10, 2024	ACH Payment BLUE OAK CHARTER PAYROLL	29,220.03
٥	May 10, 2024	ACH Payment BLUE OAK CHARTER PAYROLL	5,965.76
*	May 09, 2024	<u>Check 7364</u>	150.00
0	May 09, 2024	ACH Payment Blue Oak Charter BOCS ACH	53.73
\$	May 07, 2024	Check 12075	300.00
•	May 07, 2024	Check 7363	250.00
*	May 06, 2024	<u>Check 12085</u>	189.11
•	May 03, 2024	Check 12077	1,801.20
*	May 01, 2024	Check 12074	8,963.48

		表的 医克里特斯氏 医中枢性神经炎 1.15 C.15	TATAL BY AN
4	May 01, 2024	Check 12078	2,467.33
0	May 01, 2024	ACH Payment CALPERS 3100	19,201.21
ığı	May 01, 2024	ACH Payment CALPERS 3100	4,269.81
	May 01, 2024	ACH Payment T-MOBILE PCS SVC 800-937- 8997 School Cell Phone	25.06



Blue Business[™] Plus Credit Card

BLUE OAK CHARTER SCH SUSAN DOMENIGHINI

Closing Date 05/19/24 Next Closing Date 06/18/24

Account Ending 8-42008

\$4,476.15

Minimum Payment Due

\$45.00

Payment Due Date

New Balance

06/13/24

Late Payment Warning: If we do not receive your Minimum Payment Due by the Payment Due Date of 06/13/24, you may have to pay a late fee of up to \$39.00 and your APRs may be increased to the Penalty APR of 29.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges and each month you pay	You will pay off the balance shown on this statement in about	And you will pay an estimated total of
Only the Minimum Payment Due	15 years	\$10,415
\$171	3 years	\$6,150 (Savings = \$4,265)

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

Please refer to the IMPORTANT NOTICES section.

American Express® High Yield Savings Account

No monthly fees. No minimum opening deposit, 24/7 customer support. Help meet your savings goals with an American Express High Yield Savings Account. Terms apply. Member FDIC. Learn more by visiting americanexpress.com/save

Membership Rewards® Points Available and Pending as of 04/30/24

Customer Care:

TTY:

Website:

125,955

1-800-521-6121

americanexpress.com

Use Relay 711

p. 1/7

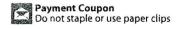
For up to date point balance and full program details, visit membershiprewards.com

Account Summary

Previous Balance	\$2,362.08
Payments/Credits	-\$2,990.00
New Charges	+\$5,104.07
Fees	+\$0.00
Interest Charged	÷\$0.00

New Balance	\$4,476.15
Minimum Payment Due	\$45.00
Credit Limit	\$25,000.00
Available Credit	\$20,523.85
Days in Billing Period: 31	

 \downarrow Please fold on the perforation below, detach and return with your payment \downarrow







Account Ending 8-42008

Enter 15 digit account # on all payments. Make check payable to American Express.

SUSAN DOMENIGHINI BLUE OAK CHARTER SCH BLUE OAK CHARTER SCH 450 W EAST AVE CHICO CA 95926

Payment Due Date 06/13/24 New Balance \$4,476.15

Minimum Payment Due \$45.00

See reverse side for instructions on how to update your address, phone number, or email.

AMERICAN EXPRESS PO BOX 60189 CITY OF INDUSTRY CA 91716-0189

Amount Enclosed

Payments: Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid.

without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid.

Permission for Electronic Withdrawal: (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your financial account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited until the next day.

How We Calculate Your Balance: We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we method (including new transactions) to the Customer Care number on page 3 charge interest on your Account. Call the Customer Care number on page 3 charge interest on your this balance computation method and how

charge interest on your Account. Call the Customer Care number on page 3 for more information about this balance computation method and how resulting interest charges are determined. The method we use to calculate the ADB and interest results in daily compounding of interest.

Paying Interest: Your due date is at least 25 days after the Closing Date of Paying Interest: Your due date is at least 25 days after the Closing Date of each billing period. We will not charge you interest on your purchases if you pay the New Balance by the due date each month. We will charge you interest on balance transfers (unless otherwise disclosed) beginning on the interest on date. You can avoid paying interest on the Amount Above the Credit Limit by paying your Minimum Payment Due before the closing date of the month in which it is due. See your Cardmember Agreement for further details.

Foreign Currency Charges: If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. We will charge a fee of 2.70% of the converted US dollar amount. We will choose a conversion rate that is acceptable to us for that date, unless a

particular rate is required by law. The conversion rate we use is no more than the highest official rate published by a government agency or the highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effect on the date of your charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use.

(such as airlines) will be billed at the rates such establishments use.

Credit Balance: A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is \$1.00 or more.

Credit Reporting: We consider the credit balance within 30 days if the amount is

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

Billing Dispute Procedures

What To Do If You Think You Find A Mistake On Your Statement
If you think there is an error on your statement, write to us at:
American Express, PO Box 981535, El Paso TX 79998-1535

American Express, PO Box 981333, E17350 1A 79936-1333
In your letter, give us the following information:

- Account information: Your name and account number.

- Dollar amount: The dollar amount of the suspected error.

Description of Problem: Describe what you believe is wrong and why you believe it is a mistake.

- Within 60 days after the error appeared on your statement.

- At least 2 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we may not follow these procedures and you may have to pay the

Amount in question.

What Will Happen After We Receive Your Letter.

When we receive your letter, we will do two things:

1. Within 30 days of receiving your letter, we will tell you that we received your letter. We will also tell you if we have already corrected the error.

2. We will investigate your inquiry and will either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We will not try to collect the amount in question.

- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.

- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

for the remainder of your balance.

- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or

any interest or other fees related to that amount.

any interest or other rees related to that amount.

- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may report you as delinquent if you do not pay the amount we think you owe.

Change of Address, phone number, email

- Online at www.americanexpress.com/updatecontactinfo
- Via mobile device
- Voice automated: call the number on the back of your card
- For name, company name, and foreign address or phone changes, please call Customer Care

Please do not add any written communication or address change on this stub

Pay Your Bill with AutoPay

Deduct your payment from your bank account automatically each month.

- Avoid late fees
- Save time

Visit americanexpress.com/autopay today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit www.americanexpress.com/privacy.



Blue BusinessSM Plus Credit Card BLUE OAK CHARTER SCH SUSAN DOMENIGHINI Closing Date 05/19/24

Online chat at americanexpress.com or use Relay dial 711 and 1-800-521-6121

Account Ending 8-42008



Customer Care & Billing Inquiries International Collect Cash Advance at ATMs Inquiries Large Print & Braille Statements

Hearing Impaired

1-800-521-6121 1-623-492-7719 1-800-CASH-NOW 1-800-521-6121



Website: american express.com

Customer Care & Billing Inquiries P.O. BOX 981535 EL PASO, TX 79998-1535 Payments PO BOX 60189 CITY OF INDUSTRY CA 91716-0189

Payme	ents and Credits	
Summa	тү	
		Total
Payments		-\$2,362.08
Credits		-\$627.92
fotal Paym	ents and Credits	-\$2,990.00
Detail	*Indicates posting date	
Payments		Amount
05/13/24*	ONLINE PAYMENT - THANK YOU	-\$2,362.08
Credits		Amount
05/10/24	SIXFLAGS DKVALLEJOCA	-\$627.92
	707-644-4000 CA	
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Total New	Charges	\$5,104.07
Detail		

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SUSAN DOMENIGHINI Card Ending 8-42008

					Amount
04/18/24	AMAZON MARKETPLACE NA PA MERCHANDISE	4310	AMZN.COM/BILL	WA	\$18.38
04/23/24	CADENCE CORPORATE & MTGS TRAVEL AGENCY SERVICE Ticket Number: 89008723718552 Passenger Name: LINDAMAN/GOR Document Type: TRAVEL AGENCY		LA JOLLA	CA	\$37.00
04/24/24	AMAZON MARKETPLACE NA PA MERCHANDISE	5502	AMZN,COM/BILL	WA	\$28.13
04/26/24	AMAZON MARKETPLACE NA PA MERCHANDISE	2005	AMZN.COM/BILL	WA	\$91.61
04/26/24	AMAZON MARKETPLACE NA PA MERCHANDISE	4302	AMZN.COM/BILL	WA	\$168.24
04/27/24	STAMPS.COM O521300035 95926	5901	855-889-7867	CA	\$19.99
04/30/24	AMAZON MARKETPLACE NA PA MERCHANDISE	2012	AMZN.COM/BILL	WA	\$21.49

\$0.00

		and the state of t			Amount
5/01/24	JACKRABBIT TECHNOLOGIES, INC.*JACKRABB EDUCATIONAL SERVICE	HUNTERSVILLE	NC	2600-EC	7
5/01/24	DHARMA TRADING CO 0404 707-283-0390	PETALUMA	CA (4302-	\$566.63
5/07/24	WALDORFISH CURRICULUM +17072915732	WALNUT	CA	3804-	\$260,00
5/09/24	VIMEO PRO VIM77610089 10001	212-625-0668	NY	5804-	\$249,00
5/09/24	EB *HEALING THROUGH SI 8014137200	SAN FRANCISCO	CA	5804-	\$321.96
5/09/24	SIXFLAGS DKVALLEJOCA ECOMMERCE	707-644-4000	CA	5806-	\$1,631.77
05/09/24	SIXFLAGS DKVALLEJOCA ECOMMERCE	707-644-4000	CA	5606-	\$627.92
)5/09/24	SIXFLAGS DKVALLEJOCA ECOMMERCE	707-644-4000	CA	5806-	\$450.36
)5/13/24	VIMEO PRO VIM77679905 10001	212-625-0668	NY	5804	\$199.00
)5/13/24	SP LIVESCRIBE INC. +16175301905	BOSTON	MA	4310 -	\$30.65
)5/14/24	AMAZON MARKETPLACE NA PA MERCHANDISE	AMZN.COM/BILL	WA	S SO2-	\$169.02
5/14/24	AMAZON MARKETPLACE NA PA MERCHANDISE	AMZN.COM/BILL	WA	2600-	\$75.17
05/17/24	WALMART.COM 8009256278 09920 8009256278	BENTONVILLE	AR	2600-	\$48.75
Fees		an Makanan yaku akinda keningan anggal kanali la kelanda da inda untantan sah-sa sanasi k			
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Total Fees	for this Period		· · · · · · · · · · · · · · · · · · ·	and the state of t	\$0.00
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About Trailing Interest

Total Interest Charged for this Period

You may see interest on your next statement even if you pay the new balance in full and on time and make no new charges. This is called "trailing interest". Trailing interest is the interest charged when, for example, you didn't pay your previous balance in full. When that happens, we charge interest from the first day of the billing period until we receive your payment in full. You can avoid paying interest on purchases by paying your balance in full and on time each month. Please see the "When we charge interest" sub-section in your Cardmember Agreement for details.

	Amount
Total Fees in 2024	\$0.00
Total Interest in 2024	\$0.00



Account Ending 8-42008

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Purchases	29.99% (v)	\$0.00	\$0.00
Total			\$0.00
(v) Variable Rate			



BUTTE COUNTY OFFICE OF EDUCATION AGREEMENT FOR CONTRACTING WITH LEAS OUTSIDE BUTTE COUNTY SELPA

This Agreement is entered between Butte County Office of Education ("District") and **Blue Oak Charter School** (LEA outside Butte County SELPA). District and LEA may be collectively referred to as the "Parties" or individually as a "Party." This Agreement shall be effective as of the date of the last-executed signature below.

Purpose of Agreement

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

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

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

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

2. Agreement Must be Renewed Annual

This Agreement shall be in effect for the period beginning on 8/1/2024 and ending on the last day of the 2024-2025 school year. This Agreement may be renewed at the end of that period by following the "Submission Procedures" set forth in Section 3 of this Agreement. The Agreement may be amended at any time by mutual consent of the Parties. Note: Extended School Year, (ESY) services shall be processed and billed through an ESY Agreement and are in addition to this Agreement.

3. Submission Procedures

Unless there is a documented change in a student's Individualized Education Program ("IEP"), all services contracted for under this Agreement will run for a period of one year, from 8/1/2024 to the end of the 2024-2025 school year. On or before April 1st, LEA shall submit a written request for services to District. The written request shall list each type of service requested and the number of weekly/monthly/annual service hours requested for that service. Requests for educationally related mental health services ("ERMHS") or Assistive Technology services shall be made directly to the Butte County SELPA.

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

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

4. Scope of Services

The special education and related services to be provided by District are set forth in **Attachment A**. Note: The LEA shall submit a BCOE referral for each student, prior to services beginning. Ongoing services from previous year do not require a new referral form. The scope of services set forth in **Attachment A** may be modified by mutual agreement of the Parties. All services will be provided at a District site unless otherwise agreed to by the Parties. District and LEA will mutually develop a schedule specifying the time, day, and location of services for each student served under this Agreement.

5. District's Responsibilities

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

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

6. LEA's Responsibilities

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

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

7. Payment for Services

All Designated Instruction and Services will be billed at a flat rate to be determined annually. Billing will be split into 4 equal payments and District will send Invoice to LEA on the last school day of the months of October, December, February, and May. Invoice will show student names, service type & mileage.

Note: ESY services shall be contracted and billed under a separate Agreement.

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

8. Student Absences

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

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

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

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

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

10. Termination

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

11. <u>LEA Solely Responsible for Providing Free Appropriate Public Education to Students Served</u> <u>Under Agreement</u>

Parties agree that the LEA remains responsible for ensuring that students served under this Agreement receive FAPE as required by California and federal special education laws, Section 504 of the Rehabilitation Act of 1973, and related laws, even while the student is attending a program operated by

and/or receiving related services from District pursuant to this Agreement. The Parties further agree that District, for purposes of this Agreement, is only intended to be a service provider under contract as authorized by Education Code section 56369. Parties also agree that this Agreement does not constitute any form of interdistrict transfer or alternative attendance agreement that would transfer any responsibility for providing FAPE to District.

12. District and LEA Are Independent Contractors

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

13. Non-Exclusive Agreement

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

14. Indemnification and Hold Harmless

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

15. Responsibility for Litigation Costs

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

16. Meet and Confer

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

17. Credentials, Licenses and Other Qualifications

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

18. Severability/Waiver

If any provision of this Agreement is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision of this Agreement. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

19. Execution of Agreement Electronically and In Counterparts

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

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

Dated:	By: Mary Sakuma, Superintendent Butte County Office of Education
~0	
Dated:	By: Susan Domenighini, Executive Director Blue Oak Charter School

Attachment A	Blue Oak Charter School	2024-2025	
Student Name	Service Provided	Cost	
Rowan Eldem	OT	\$6,500.00	
Nadav Elmaieh	OT	\$6,500.00	
Zuhayrullah Sahak	OT	\$6,500.00	
Camden Maroney	OT & APE	\$13,000.00	
Total		\$32,500.00	

For BCOE Use:

Classroom placements: 01-6500-0-8677-5750-7210-2166-2213

All DIS services: 01-6500-0-8677-5770-7210-0000-2214 Nurse services: 01-6500-0-8677-5001-3140-0000-2208

RST: 01-6500-0-8677-5770-7210-0000-2222 PE: 01-6500-0-8677-5750-7210-2166-2213

CBIIS: TBD

Psych services: 01-0016-0-8677-8600-7210-0000-2211



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 Behavior Solutions (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 7/1/2024 through 6/30/2025.
- 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



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 perligence or willful misconduct of the indemnified parties.

Document ID: 429db03e02a53179dcaused 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:	Dated:
Ву:	Ву:
Name: Liz Fuller	Name: Susan Domenighini
Title: Executive Director	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:

\$100/hour for behavioral services \$40/hour for travel time