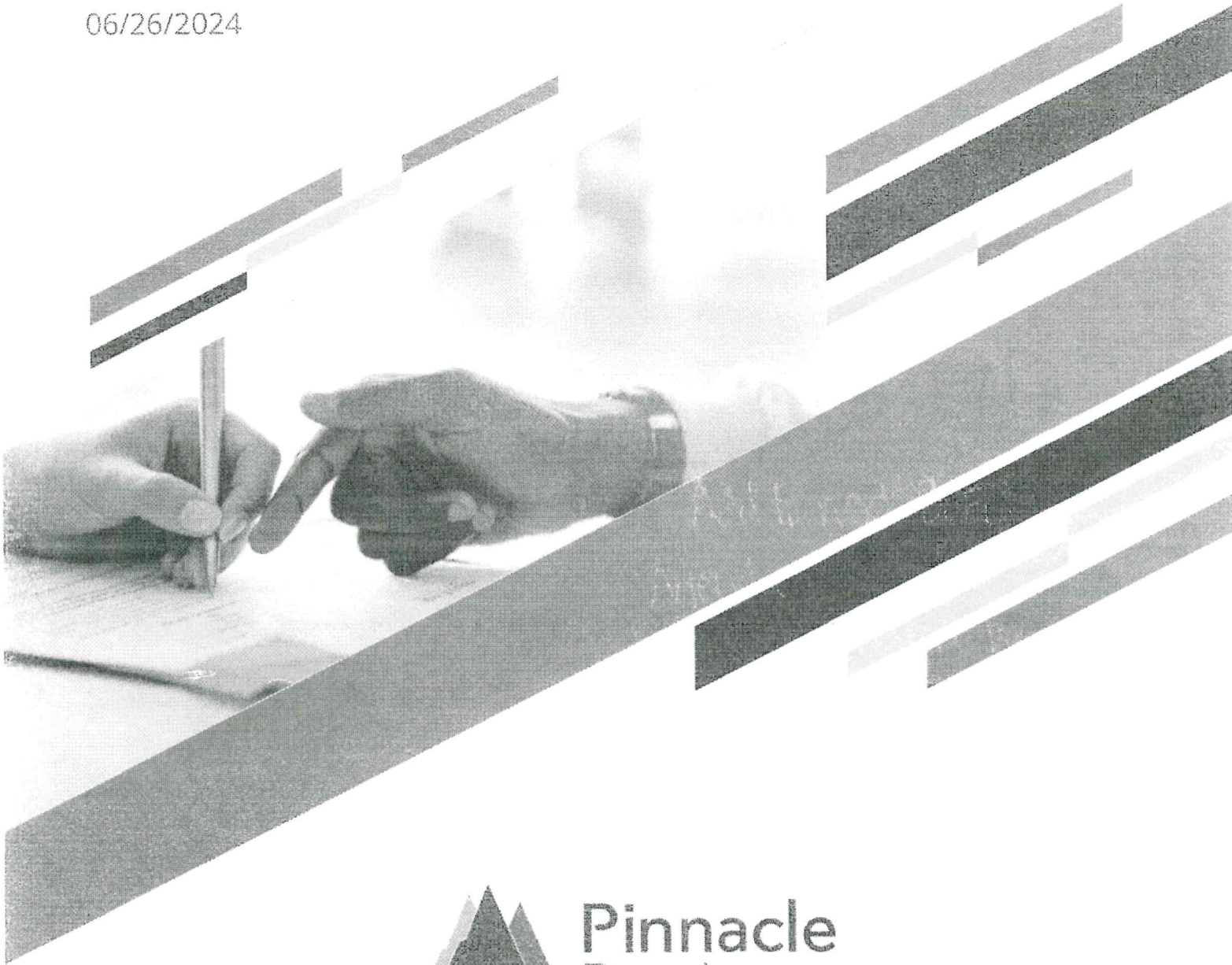


CYBER INSURANCE PROPOSAL FOR BLUE OAK CHARTER SCHOOL, INCORPORATED

06/26/2024



WHAT'S IN THIS DOCUMENT

Tailored cyber coverage options	page 3
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Claims scenarios	page 6
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NEXT STEPS

1 CHOOSE COVERAGE

Select the option that best suits your coverage needs (see page 3).
Quotes must be bound prior to their expiration date.

2 OPEN THE APPLICATION

Click the "Review application" link below the coverage price.

3 COMPLETE, APPROVE AND SUBMIT

Complete and approve the application.
Get your policy faster by using the digital application.

*If you choose not to purchase coverage, please sign the Acknowledgement of rejected coverage form and return to your agent (see page 14).

CYBER COVERAGE OPTIONS FOR BLUE OAK CHARTER SCHOOL,...

Select your preferred option, and click "Review application". See footer below for more details.

COST AND COVERAGE MAY CHANGE BASED ON YOUR RESPONSES TO THE APPLICATION.

FIRST PARTY COVERAGE

THIRD PARTY COVERAGE

CYBER CRIME

	TOMIOWMARINE MCC	cfc	Coalition	Coalition
VALID UNTIL	07/26/24	08/25/24	08/25/24	08/25/24
ADMISSION STATUS	Non-Admitted	Non-Admitted	Admitted	Non-Admitted
ISSUING INSURER	Houston Casualty Company	CFC Underwriting Limited	Coalition Insurance...	See quote letter
AM BEST RATING Financial strength rating	A++ (Superior)	A (Excellent)	A- (Excellent)	A+ (Superior) A- (Excellent)
AGGREGATE LIMIT Maximum amount paid by the insurance company for the duration of the policy	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
RETENTION The same as a deductible, the amount of a claim you pay	\$1,000'	\$2,500'	\$2,500'	\$2,500'
NOTIFICATION COSTS Cost to notify affected individuals after a data breach	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
BREACH COSTS INSIDE/OUTSIDE Will the breach costs erode the aggregate limit (inside) or are separate (outside)	Outside	Outside	Inside	Outside
BUSINESS INTERRUPTION Covers lost profits incurred due to not operating	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
BI WAITING PERIOD Minimum duration of business interruption before coverage starts	8 hours	8 hours	8 hours	8 hours
CONTINGENT BUSINESS INTERRUPTION Losses from an interruption in 3rd party computer services or software	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
DATA RECOVERY The cost of recovering lost data	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
EXTORTION/RANSOMWARE Covers damage and ransom payments from an attack	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
BRICKING When computers and electronic hardware are damaged beyond repair	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
NETWORK SECURITY AND PRIVACY LIABILITY Third party liability costs	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
PCI Covers fines or penalties imposed by banks or credit card companies	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
REGULATORY In case you're fined by regulators (e.g., for breaching consumer privacy)	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
MEDIA When your content triggers legal action against you (e.g., libel, plagiarism)	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
COMPUTER FRAUD Covers funds or property stolen resulting from a hack	\$250,000'	\$250,000'	\$250,000'	\$250,000'
FUNDS TRANSFER FRAUD When a criminal deceives a bank/institution to transfer funds	\$250,000'	\$250,000'	\$250,000'	\$250,000'
SOCIAL ENGINEERING When cyber criminals deceive a business to transfer funds willingly	\$250,000'	\$250,000'	\$250,000'	\$250,000'
TOTAL	(Approximate) \$1,199.81	(Approximate) \$2,026.29	(Approximate) \$2,673	(Approximate) \$10,568
	PREMIUM \$969 CARRIER FEE \$0 BROKER FEE \$200 PROCESSING FEE ¹ \$0 SL FEES & TAXES \$30.81	PREMIUM \$1,620 CARRIER FEE \$150 BROKER FEE \$200 PROCESSING FEE ¹ \$0 SL FEES & TAXES \$56.29	PREMIUM \$2,473 CARRIER FEE \$0 BROKER FEE \$200 PROCESSING FEE ¹ \$0	PREMIUM \$10,000 CARRIER FEE \$0 BROKER FEE \$250 PROCESSING FEE ¹ \$0 SL FEES & TAXES \$318

[REVIEW APPLICATION](#) [REVIEW APPLICATION](#) [REVIEW APPLICATION](#) [REVIEW APPLICATION](#)
[View Sample policy / Full quote](#) [View Sample policy / Full quote](#) [View Sample policy / Full quote](#) [View Sample policy / Full quote](#)

1 Cyber crime **retentions** may vary. After confirming presumptions, check firm quote for full details.
 2 All cost components are estimated. After the application is completed and signed you will receive a firm quote from the carrier. Costs may change based on final application responses.
 3 Processing Fee is a client-related expense for processing quotes.
 * Please review final quotes for most accurate information, as comparison data above is a simplified view and may contain inaccuracies. Retentions may vary by coverage part.

CYBER COVERAGE OPTIONS FOR BLUE OAK CHARTER SCHOOL,...

Select your preferred option, and click "Review application". See footer below for more details.

COST AND COVERAGE MAY CHANGE BASED ON YOUR RESPONSES TO THE APPLICATION.

VALID UNTIL	07/31/24
ADMISSION STATUS	Admitted
ISSUING INSURER	Spinnaker Insurance...
AM BEST RATING Financial strength rating	A- (Excellent)
AGGREGATE LIMIT Maximum amount paid by the insurance company for the duration of the policy	\$1,000,000
RETENTION The same as a deductible, the amount of a claim you pay	\$25,000 ¹
NOTIFICATION COSTS Cost to notify affected individuals after a data breach	\$1,000,000
BREACH COSTS INSIDE/OUTSIDE Will the breach costs erode the aggregate limit (inside) or are separate (outside)	Inside
BUSINESS INTERRUPTION Covers lost profits incurred due to not operating	\$1,000,000
BI WAITING PERIOD Minimum duration of business interruption before coverage starts	6 hours
CONTINGENT BUSINESS INTERRUPTION Losses from an interruption in 3rd party computer services or software	NIL
DATA RECOVERY The cost of recovering lost data	\$1,000,000
EXTORTION/RANSOMWARE Covers damage and ransom payments from an attack	\$50,000 / \$1,000,000
BRICKING When computers and electronic hardware are damaged beyond repair	\$50,000
NETWORK SECURITY AND PRIVACY LIABILITY Third party liability costs	\$1,000,000
PCI Covers fines or penalties imposed by banks or credit card companies	\$1,000,000
REGULATORY In case you're fined by regulators (e.g., for breaching consumer privacy)	\$1,000,000
MEDIA When your content triggers legal action against you (e.g. - libel, plagiarism)	\$1,000,000
COMPUTER FRAUD Covers funds or property stolen resulting from a hack	\$1,000,000 ¹
FUNDS TRANSFER FRAUD When a criminal deceives a bank/institution to transfer funds	\$1,000,000 ¹
SOCIAL ENGINEERING When cyber criminals deceive a business to transfer funds willingly	\$100,000 ¹
TOTAL	(Approximate) \$2,259
	PREMIUM \$1,959
	CARRIER FEE \$100
	BROKER FEE \$200
	PROCESSING FEE ³ \$0
	SURCHARGE TAX \$0

[REVIEW APPLICATION](#)

[View Sample Policy / Full Quote](#)

1 Cyber crime **retentions** may vary. After confirming presumptions, check firm quote for full details.
 2 All cost components are estimated. After the application is completed and signed you will receive a firm quote from the carrier. Costs may change based on final application responses.
 3 Processing Fee is a client-related expense for accessing quotes.
 * Please review final quotes for most accurate information, as comparison data above is a simplified view and may contain inaccuracies. Retentions may vary by coverage part.

 FAQ**WHAT IS CYBER INSURANCE?**

When a breach occurs, cyber insurance covers the range of expenses that arise. These include identifying and solving the breach, recovering data, customer notifications, PR costs, possible credit monitoring expenses, legal expenses, potential fines from compliance regulators, extortion costs from ransomware, and general business interruption.

DO HACKERS REALLY BOTHER WITH ATTACKING SMALL BUSINESSES?

Yes. Hackers use technology to scan the internet for businesses with weak defenses regardless of the size of the business. A recent [Verizon report](#) notes that 43% of all cyber attacks are against small businesses. Worse, [63% of small businesses](#) had experienced a breach in the last 12 months. Any business with a computer and an internet connection is at risk - even if you don't sell anything on your website.

WHAT'S COVERED?

First-party coverage - Intends to cover damages a business suffers because of a cyber breach. This can include things like investigative services, business interruption coverage and data recovery.

Third-party coverage - Intends to cover damages if a business' customers or partners are affected by a cyber attack. This can include legal fees, settlement costs, security failures and media liabilities.

Cyber crime - Intends to cover damage due to any type of illegal activity that occurs using digital means. Examples of cybercrime are extortion/ransomware, phishing, social engineering, and wire transfer fraud.

DOESN'T MY CURRENT BUSINESS INSURANCE INCLUDE CYBER ATTACKS?

Many general business protection policies only partially cover damage from cyber events, *if at all*. As mentioned above, cyber coverage protects against the vast array of possible damages, expenses, and lost business that can occur from a cyber attack.

WHAT SHOULD I CONSIDER WHEN CHOOSING BETWEEN PURCHASING A STAND-ALONE CYBER POLICY VS. ADDING AN ENDORSEMENT TO AN EXISTING POLICY?

To be fully protected, ensure you have all coverages - first-party, third-party, and cyber crime. Further, since some cyber events can result in large expenses, confirm you have adequate sublimits for each of three above coverages.

WHY DO I NEED A "BREACH COACH"?

If your company gets hacked, you will need a breach coach to get your business back up and running fast. When a breach occurs, you need to assess and contain the damage, notify affected parties (e.g. customers and vendors), evaluate and act on the legal ramifications from agitated customers to regulatory bodies, and more. A breach coach will quickly assemble the right response team to deal with these issues. Without an expert it all falls on you, costing you time and money while adversely affecting your business. Fortunately, most insurance companies now provide a breach coach as part of a greater suite of services when you purchase stand-alone cyber insurance coverage.

DO SMALL BUSINESSES NEED CYBER INSURANCE IF THEY PRACTICE GOOD CYBER HYGIENE?

Being properly protected definitely helps. However, there is no way to fully protect against new threats. Hackers are always adapting to overcome cyber defenses with new versions of current threats or creating brand new methods of attacking businesses. Human error can also be a factor. Easy-to-hack passwords, phishing emails, or even a lost laptop also present potential entry points for a cyber criminal. Additionally, a third-party vendor could be attacked, impacting your ability to do business and exposing your data. Even if you use a third-party vendor for business services, as the data owner you may be legally responsible. A thorough cyber insurance policy is part of your overall risk management plan to ensure your business runs smoothly.



CLAIM SCENARIO

RANSOMWARE | Educational Services

The following example is meant to illustrate a potential scenario you might encounter. It may not necessarily represent details of a specific claim.

SITUATION

An employee of a virtual adult continuation school accidentally clicked on a malware link. The virus was downloaded onto the company server causing all data to be encrypted. The employee then received an email demanding \$130,000 paid in Bitcoin within 24 hours to release their data files.

5,500 customer records including name, address, phone and credit card information were encrypted. The school called their insurance company's cyber response team, who responded by assigning a "breach coach," which is covered as part of the school's stand-alone cyber policy.

The breach coach sent in a forensics team to assess the situation, including any computer or electronic hardware damage, and determine if paying the ransom was necessary. Concurrently, the insurance company confirmed coverage and assisted with opening a claim to minimize the effect of business interruption.

POTENTIAL IMPACT

INCIDENT RESPONSE

Incident response manager ("breach coach") fees

\$22,650

Forensic investigation costs to locate malware, analyze damage, ensure containment and calculate loss

\$32,860

Legal fees

\$31,400

NOTIFICATION COSTS

\$4,200

BUSINESS INTERRUPTION

\$375,440

DATA RECOVERY

Costs associated with replacing lost or corrupted data

\$47,100

EXTORTION/RANSOMWARE

Ransom payment

\$130,000

BRICKING

Damage to computer and hardware systems

\$52,300

TOTAL POTENTIAL CLAIM

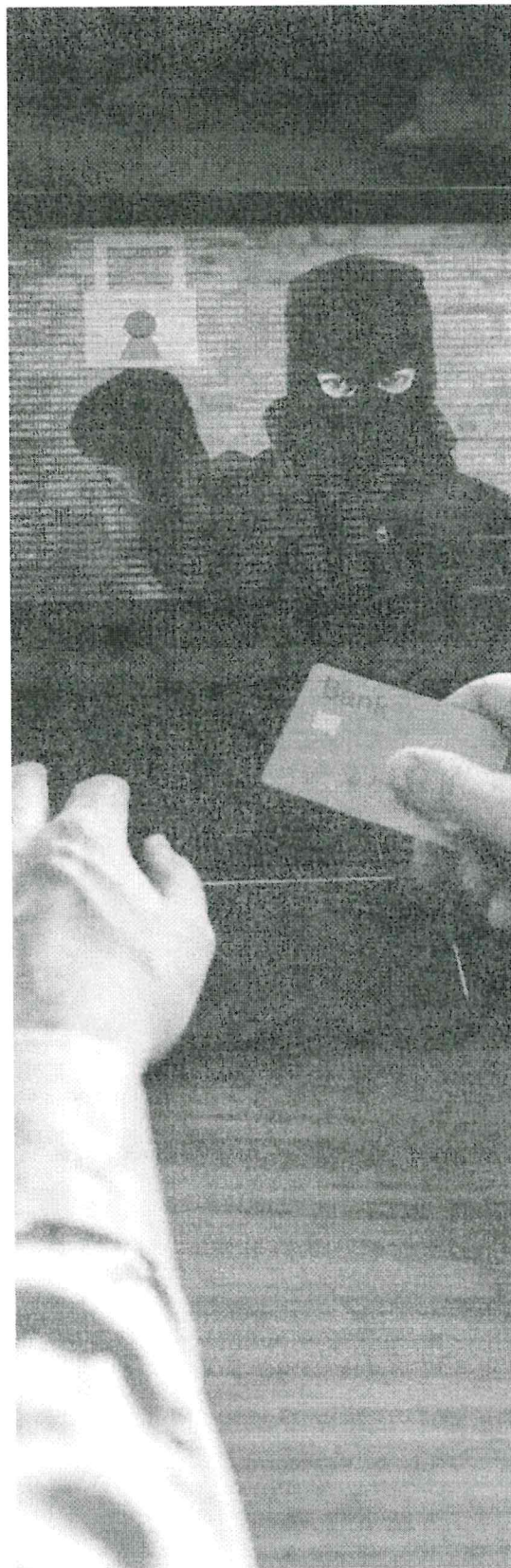
\$695,950

RESOLUTION

While the business maintained regular back-ups online, the hackers also encrypted these files leaving the school no way to restore the data. The insurance company and breach coach agreed the fastest, best way to get the business back up and running was to pay the ransom.

The insurance company immediately paid the ransom via their pre-established Bitcoin account, releasing the records back to the school.

The swift assessment and payment, minimized the business interruption allowing the school to resume operations.





CLAIM SCENARIO

OUTDATED SOFTWARE | Educational Services

The following example is meant to illustrate a potential scenario you might encounter. It may not necessarily represent details of a specific claim.

SITUATION

Hackers penetrated a graphic design school's network from a vulnerability in an outdated software application. 4,000 student names, addresses, emails, bank details and school records were compromised.

Local authorities received multiple complaints of suspicious activity, leading the school's IT department to discover an unauthorized user had accessed the system.

Once discovered, the school called their insurance carrier who immediately brought in forensic experts to initiate the school's IT recovery plan and notification program.

POTENTIAL IMPACT

INCIDENT RESPONSE

Forensic investigation costs to isolate vulnerability, analyze damage, ensure containment and calculate loss

\$11,850

Identity theft and credit monitoring services

\$11,500

Incident response fees

\$7,850

Public relations fees to minimize reputational impact

\$10,050

Call center set up and operation to field inquiries

\$10,200

NOTIFICATION COSTS

\$1,865

DATA RECOVERY

Costs associated with replacing lost or corrupted data

\$14,850

REGULATORY

Legal expenses arising from regulatory investigation due to mismanagement of private information

\$22,175

Legal expenses and settlement costs for claims

\$16,100

Business Interruption

\$39,318

TOTAL POTENTIAL CLAIM

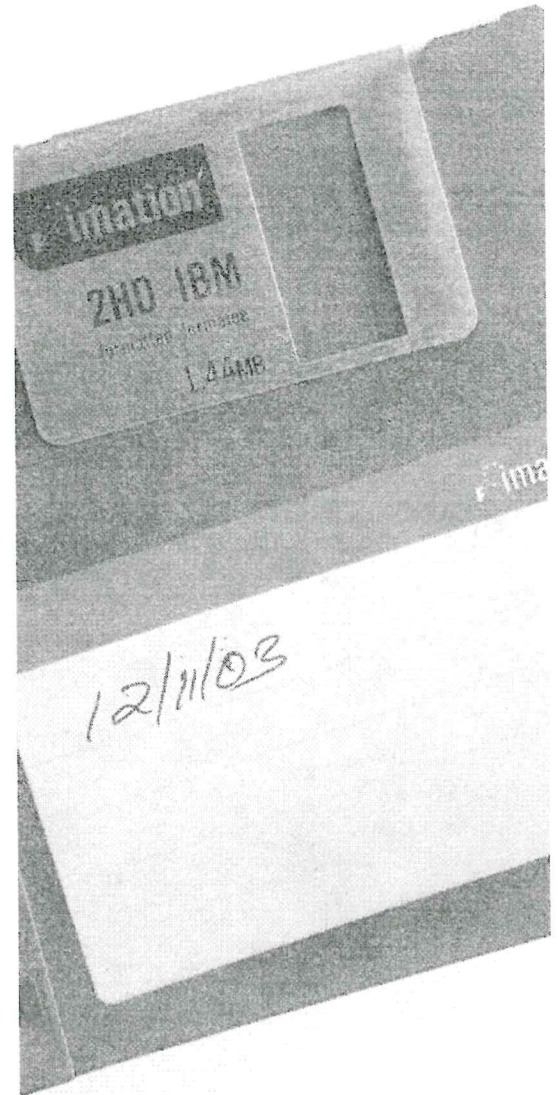
\$145,758

RESOLUTION

The school's cyber policy was triggered, giving them immediate access to response services. The insurance company dispatched a forensic team who quickly isolated the unauthorized user.

A claim was started immediately to help with impending legal, consulting and media costs. The insurance company, IT team and forensic consultants ensured the school had up-to-date cyber defenses including firewalls, intrusion detection software, and encrypted databases.

Concurrently, officials worked with local media to notify affected students and offer credit monitoring services, while the legal team handled the backlash from those affected. Finally, the forensic consultants helped develop a new plan that included regular updates, testing, and education of all staff to minimize future breaches.





CLAIM SCENARIO

SOCIAL ENGINEERING | Educational Services

The following example is meant to illustrate a potential scenario you might encounter. It may not necessarily represent details of a specific claim.

SITUATION

A junior college's emails were accessed by an attacker who, posing as the General Manager, asked an employee to contact the broker's bank with instructions for funds to be transferred into the hacker's bank account.

When the college discovered that unauthorized payments were made totaling \$194,000, they immediately contacted their bank to freeze the funds and notified their cyber insurance carrier. Together, they were able to recover \$178,200 of the unauthorized transactions.

POTENTIAL IMPACT

INCIDENT RESPONSE

Forensic investigation costs to locate the breach, analyze damage, and ensure containment

\$9,640

Legal fees

\$7,300

FUNDS TRANSFER FRAUD
Transferred funds not recovered

\$15,800

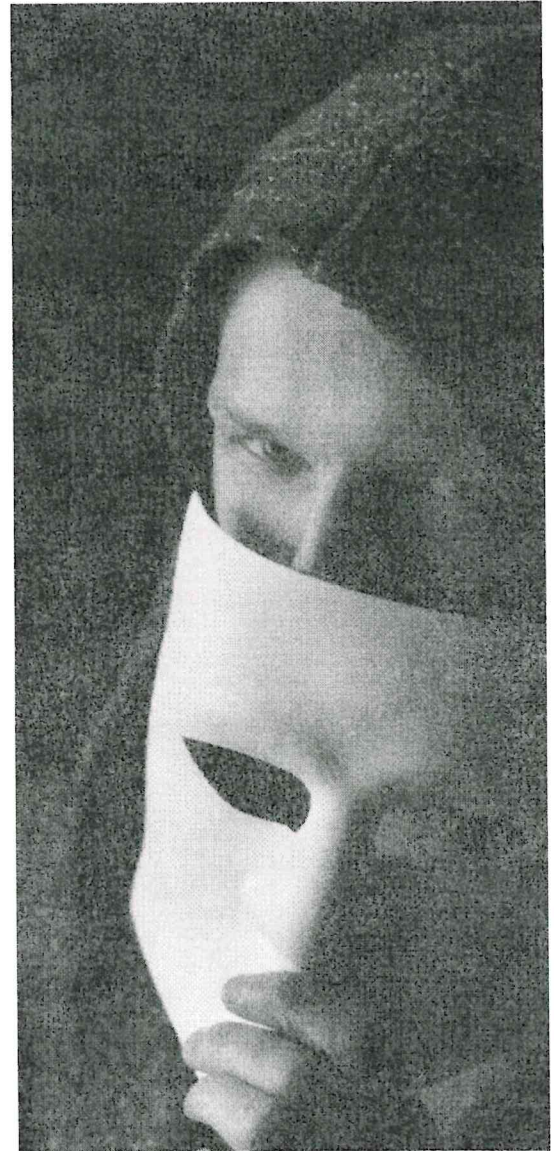
TOTAL POTENTIAL CLAIM

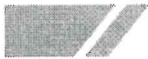
\$32,740

RESOLUTION

The college has a stand-alone cyber policy that covers social engineering as well as provides crucial response services. Once the college notified their insurance company, an IT forensic consultant was appointed to assist the college in repairing the damage to their system as well as to prevent future attacks.

As the college has expanded cyber crime coverage under their policy, they were reimbursed for the direct financial loss, less the deductible, of the unrecovered fraudulent transfers as well as their forensic and legal costs.





CLAIM SCENARIO

LOST HARDWARE | Educational Services

The following example is meant to illustrate a potential scenario you might encounter. It may not necessarily represent details of a specific claim.

SITUATION

An employee of An educational consultancy lost their laptop. An Excel file on the computer contained school records of 2,000 students including the student names, addresses, emails, and school records.

Once the loss was realized, the consultancy immediately notified their insurance company who provided a "breach coach" to assess the damage and help the insured comply with regulatory and notification requirements.

POTENTIAL IMPACT

INCIDENT RESPONSE

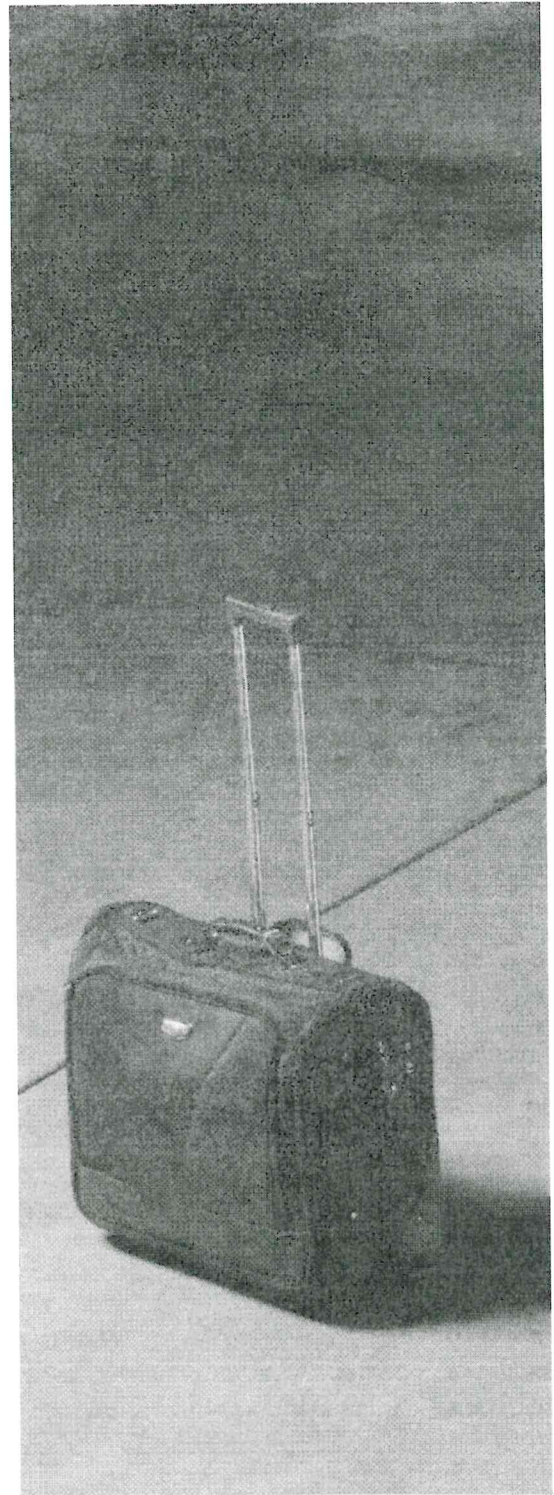
Forensic costs to assess and contain damage	\$9,200
Legal fees	\$14,530
Public relations fees to minimize reputational impact	\$11,300
NOTIFICATION COSTS	\$1,190
DATA RECOVERY Costs associated with replacing lost or corrupted data	\$10,875
REGULATORY Settlement fine	\$21,900
Patient liability settlements	\$38,867
TOTAL POTENTIAL CLAIM	\$107,862

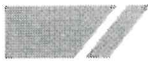
RESOLUTION

The breach coach assigned a forensics team, provided by the insurance company, to determine the potential exposure of the student information. It was determined that the personal details were, in fact, compromised. The students were immediately notified and offered credit monitoring services.

Concurrently, the breach coach engaged a public relations agency to minimize the reputational damage as well as alerted counsel to help settle legal action from students.

They were proactive in contacting the Department of Health and Human Service Office for Civil Rights and agreed upon a settlement amount as well as a corrective action plan that included employee cyber and data protection training.





CLAIM SCENARIO

FORMER OR ROGUE EMPLOYEE | Educational Services

The following example is meant to illustrate a potential scenario you might encounter. It may not necessarily represent details of a specific claim.

SITUATION

A martial arts training school was hacked by a former employee, whose user credentials were not deleted when they were terminated. The employee sold 2,100 student records on the dark web including student names, addresses, emails, bank details, and school records.

The school notified their insurance company immediately. The carrier provided forensic expertise, legal services, and media relations help to investigate and control the damage.

In addition, the insurance company enlisted a "breach coach" to guide the school in managing their actual and reputational damage.

POTENTIAL IMPACT

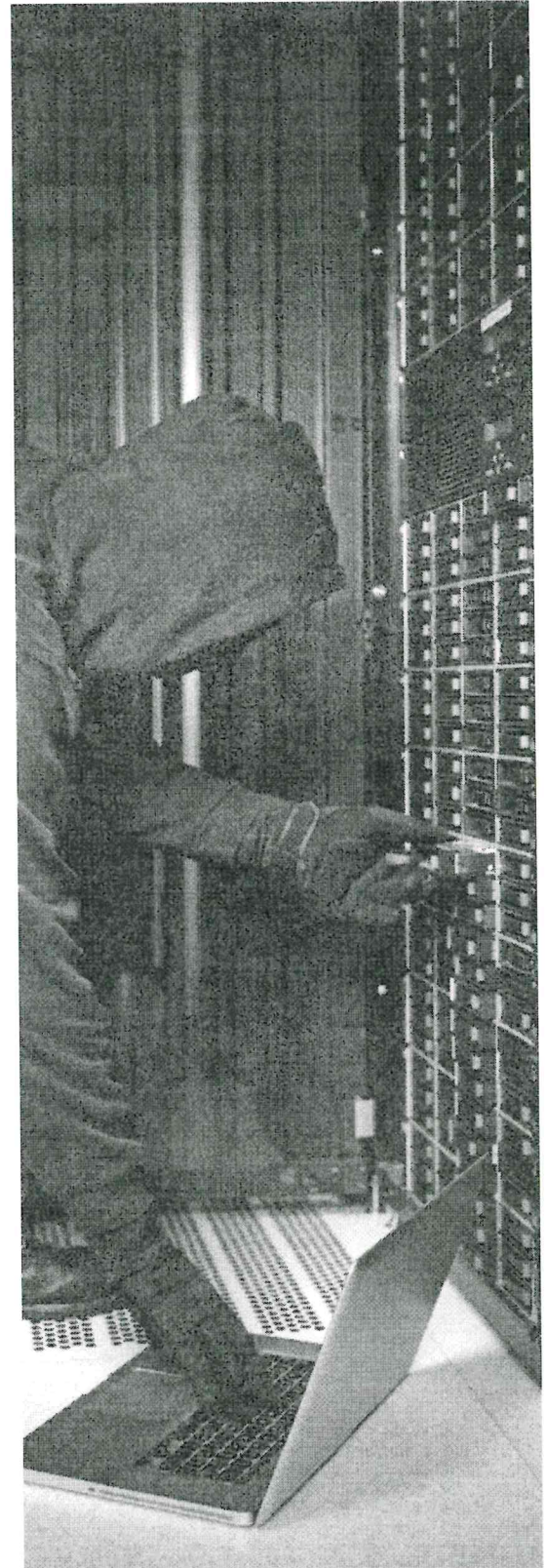
INCIDENT RESPONSE

Forensic investigation costs to analyze damage and ensure containment	\$9,275
Identity theft and credit monitoring services	\$7,560
Legal fees	\$13,880
Public relations fees to minimize reputational impact	\$9,800
Call center set up and operation to field inquiries	\$7,800
NOTIFICATION COSTS	\$1,525
DATA RECOVERY Costs associated with replacing lost or corrupted data	\$9,610
TOTAL POTENTIAL CLAIM	\$59,450

RESOLUTION

The forensic team quickly identified the breach and worked with the school's IT department to initiate repairs. The breach coach guided the school to hire a call center to quickly inform affected students, field questions, and offer identity protection and credit monitoring services to ensure trust going forward. The insurance company recommended seeking legal counsel to pursue civil action against the former employee.

Concurrently, the school, in tandem with the media relations team, responded quickly and transparently to the media. Finally, the insurance company and forensic team recommended an updated cyber response plan that included more rigorous IT policies and procedures as well as several technological updates to improve cyber hygiene. Due to the fast response, the costs and reputational damage to the school were minimized.



 **CYBER INSURANCE GLOSSARY****BUSINESS INTERRUPTION**

Cyber business interruption covers the net profit earned before taxes that would have been earned had there been no interruption due to a cyber event.

BI (BUSINESS INTERRUPTION) WAITING PERIOD

A predetermined amount of time that must elapse before any loss or expenses are considered covered by business interruption insurance.

BRICKING

Covers the cost to replace computer and electronic hardware that's rendered inoperable due to failure or purposeful attacks.

COMPUTER FRAUD

Insures against theft of funds or property specifically stolen by using cyber methods to transfer money or property from the victim.

CONTINGENT BUSINESS INTERRUPTION

A contingent business interruption loss occurs when a third-party supplier or service provider experiences an interruption of service due to a cyber event and that event directly impacts the policy holder's ability to produce a product or provide a service.

CYBER CRIME

Any type of illegal activity that occurs using digital means. Examples of cybercrime are extortion/ransomware, phishing, social engineering, and wire transfer fraud.

DATA RECOVERY

Covers the costs of recovering lost data due to a breach.

DATA RESTORATION

The process of copying backup data from secondary storage and restoring it to its original or a new location. Data restoration is done to return data that has been lost, stolen or damaged.

EXTORTION/RANSOMWARE COVERAGE

Coverage for the damage done to a business due to a cyber breach or attack including possible ransom payments to release key systems and data.

FIRST PARTY CLAIM

Where a policy holder files a claim triggered by a cyber breach or other qualifying event directly with their insurance company.

FUNDS TRANSFER FRAUD

Covers the loss stemming from unauthorized instructions from a third party to a bank without the victim's knowledge.

MEDIA (LIABILITY)

Provides coverage against media-related damage such as libel, privacy invasion, copyright infringement, and plagiarism stemming from the policy holder's media activities (e.g website content, printed articles).

NOTIFICATION COSTS

Covers the cost of notifying affected individuals in the event of a data breach. Customer notification is often required by law.

PCI (PAYMENT CARD INDUSTRY)

Coverage for assessments, fines or penalties imposed by banks or credit card companies due to non-compliance with the Payment Card Industry Data Security Standard (PCI DSS).



CYBER INSURANCE GLOSSARY (CONTINUED)

PRIVACY REGULATORY LIABILITY (REGULATORY)

Covers the loss a company sustains as a result of regulatory investigations and claims.

SOCIAL ENGINEERING COVERAGE

Covers unintended payments made to cybercriminals who, through deception, convinced an employee or officer of a company to transfer funds to the criminal.

THIRD PARTY CLAIM/LIABILITY CLAIM

When a third party files a claim or lawsuit against the policy holder alleging that the policy holder caused some damage to the third party due to a cyber event.

CYBERSECURITY GLOSSARY

DDOS (DISTRIBUTED DENIAL OF SERVICE) ATTACK

A DDoS attack is a malicious attempt to disrupt or shut down a website by overwhelming the website with a flood of internet traffic.

MALWARE (MALICIOUS SOFTWARE)

A program designed to infiltrate a computer or computer system to steal sensitive information and/or damage a computer or computer system.

PATCH

A software change or update. A patch is often used to repair flaws or bugs in the software as well as introduce new features and capabilities.

PENETRATION TESTING (PENTESTING)

A security test where security experts mimic hackers to expose weaknesses in a computer or computer system.

PHISHING

A message from a hacker that tries to collect sensitive information from you or your business. These messages are dressed up to look like a bank, business or government entity you do business with. Phishing attacks can take place over e-mail, text messages, through social networks or via smartphone apps.

TWO-FACTOR/MULTI-FACTOR AUTHENTICATION

Two or more ways to prove your identity before being allowed access to a site, account or system. This provides an additional layer of security beyond your password.

VULNERABILITY

Any weakness in a computer or software that a hacker could exploit to cause harm.

REGULATORY GLOSSARY

CALIFORNIA CONSUMER PRIVACY ACT (CCPA)

CCPA is legislation designed to protect the privacy rights and collected information of California residents including data held by companies outside of California.

GENERAL DATA PROTECTION REGULATION (GDPR)

GDPR is a European Union (EU) law requiring all businesses, regardless of location, to protect the privacy and personal data collected about EU citizens, including the right of complete data removal.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

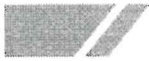
HIPAA is a federal law that provides privacy standards to protect patient medical records and other health information provided to health plans, doctors, hospitals and other health care providers.

PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS (PCI DSS)

Widely accepted set of policies and procedures intended to protect cardholders against misuse of their personal information. The PCI DSS was created jointly in 2004 by four major credit-card companies: Visa, MasterCard, Discover and American Express.

RED FLAGS RULE

A federal regulation that requires financial institutions to have an official plan and process in place designed to protect consumers from identity theft.



ACKNOWLEDGMENT OF REJECTED COVERAGE

This page should only be signed if the applicant decided not to purchase the insurance coverage mentioned below.

I understand and acknowledge that the following insurance policies have been offered to me and that I have decided not to purchase the coverage at this time:

 **CYBER LIABILITY INSURANCE**

The potential financial impact of not having these important coverages has been explained to me and I realize that my rejection of these options may result in the denial of claims in the future.

Signed: _____

Company: Blue Oak Charter School, Incorporated

Date: _____





8.2 No delay, failure or default in performance of any obligation by either party, excepting all obligations to make payments hereunder, shall constitute a breach of this Agreement to the extent caused by force majeure.

8.3 The **Company** shall not assign this Agreement or any rights hereunder or delegate the performance of any duties hereunder without the prior written approval of the other party. Any assignment in violation of these terms is void.

8.4 This Agreement and any Project under this Agreement are governed by and construed in accordance with the laws of the State of California. The parties agree to use good faith efforts to resolve any controversy or claim arising out of or related to this Agreement and/or any Project by negotiation prior to resorting to other remedies. Such negotiation shall (i) include discussion of the issue(s) giving rise to the dispute by appropriate representatives of both parties involved and (ii) if such discussions do not resolve the dispute, then upon the written request of a party, such dispute shall be referred to the senior executives of the parties who shall meet within ten (10) days to attempt to resolve the dispute. If the parties are unable to resolve the matter, then any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be conclusively resolved through binding arbitration under the Streamlined Arbitration Rules & Procedures of JAMS (<https://www.jamsadr.com/rules-streamlined-arbitration/>). Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorney fees, unless the arbitration award specifically provides otherwise.

8.5 All communications between the parties with respect to any of the provisions of this Agreement shall be in writing, and shall be sent by personal delivery or e-mail to the **Company** or to **Nourish Partners** as set forth in the preamble of this Agreement, until such time as either party provided the other not less than ten (10) days prior written notice of a change of address in accordance with these provisions.

8.6 The validity of this Agreement and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the state of California; provided, however, that if any provision of the agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision shall to such extent as it shall be determined to be illegal, invalid or unenforceable under such law be deemed null and void, but this Agreement shall otherwise remain in full force. After arbitration, as specified in Section 8.4, any suit to enforce any provision of this Agreement, or any right, remedy or other matter arising from the arbitration, will be brought exclusively in the state or federal courts located in California.

8.7 Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both parties. The failure of any



party to enforce any right it is granted herein, or to require the performance by the other party hereto of any provision of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of this Agreement. All provisions of this Agreement which by their own terms take effect upon the termination of this Agreement or by their nature survive termination (including without limitation the provisions of Sections 3, 5, 7, 8) shall survive such termination.

8.8 Each of the **Company** and **Nourish Partners** warrants and represents that it is authorized to enter into this Agreement and that the terms of this Agreement are not inconsistent with or a violation of any contractual or other legal obligation to which it is subject. This Agreement, together with all corresponding Projects, constitutes the entire agreement between the **Company** and **Nourish Partners** and shall supersede all previous communications, representations, agreements or understandings, whether oral or written, between the **Company** and **Nourish Partners** with respect to the subject matter of this Agreement or any Projects. Only a written instrument signed by each party hereto may amend this Agreement or any Projects.

8.9 Any Project may be executed in counterparts, each of which, when taken together, shall constitute one document combined with this document. Any pdf, photocopy or facsimile of this Agreement, any Project or of any counterpart shall be deemed to be the equivalent of an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the agreement date first above written.

Company Information: (Company name) _____

Representative name: _____

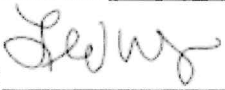
Job title: _____

Signature: _____

Date: _____

Consultant Information: Nourish Partners Inc

Consultant name: Leeza Woodbury, MDA, RDN

Signature: 

Date: 05/13/2024



BLUE OAK SCHOOL

A WASHINGTON-INSPIRED PUBLIC CHARTER (K-8)

CLASSIFIED HOURLY RATE SCHEDULE

2023/2024 Salary Schedule

Effective August 1, 2023

Steps | 1 | 2 | 3 | 4 | 5 | 6-10 | 11-12 | 13-15 | 16-19 | 20

Ranges

3	15.50	16.28	17.09	17.94	18.84	20.77	21.81	22.90	24.05	25.25
4	16.28	17.09	17.94	18.84	19.78	21.60	22.68	23.82	25.01	26.26
5	17.09	17.94	18.84	19.78	20.77	22.36	23.47	24.65	25.88	27.17
6	17.94	18.84	19.78	20.77	21.81	23.47	24.65	25.88	27.17	28.53
7	18.84	19.78	20.77	21.81	22.90	24.65	25.88	27.17	28.53	29.96
8	19.78	20.77	21.81	22.90	24.05	25.88	27.17	28.53	29.96	31.46
9	20.77	21.81	22.90	24.05	25.25	27.17	28.53	29.96	31.46	33.03
10	21.81	22.90	24.05	25.25	26.51	28.53	29.96	31.46	33.03	34.68
11	22.90	24.05	25.25	26.51	27.84	29.96	31.46	33.03	34.68	36.41
12	24.05	25.25	26.51	27.84	29.23	31.46	33.03	34.68	36.41	38.24
13	25.25	26.51	27.84	29.23	30.69	33.03	34.68	36.41	38.24	40.15
14	26.51	27.84	29.23	30.69	32.22	34.68	36.41	38.24	40.15	42.15
15	27.84	29.23	30.69	32.22	33.83	36.41	38.24	40.15	42.15	44.26
16	29.23	30.69	32.22	33.83	35.53	38.24	40.15	42.15	44.26	46.48
17	30.69	32.22	33.83	35.53	37.30	40.15	42.15	44.26	46.48	48.80
18	32.22	33.83	35.53	37.30	39.17	42.15	44.26	46.48	48.80	51.24
19	49.95	52.44	55.07	57.82	60.71	65.34	68.61	72.04	75.64	79.42

Up to three (3) years of credit on the salary schedule may be granted for previous experience. After longevity step 20 an increase of 1.5% will be added for each ongoing year.

RANGE	CLASSIFICATION
4	Instructional Aide/Classified Support/Maintenance/Custodial/Cafeteria/Translator
5	Health Aide/Paraprofessional/Facilities Assistant
6	Attendance Clerk/Festival Support/Front Desk
7	Registrar/Business Office Assistant
11	Executive Assistant/HR Coordinator
13	Community Schools Partnership Coordinator
17	Specialty Presenter
19	School Nurse/Counselor

Board Approved: 10-17-23



**CERTIFICATED ANNUAL RATE SCHEDULE
2023/2024 Salary Schedule**

effective January 1, 2024

Year of Service Step	A	B	C	C-1
	BA / Reg. Credential	BA / Reg. Credential +60 Units	BA / Reg. Credential +75 Units	BA + 75 Units with Waldorf or SPED Certification
Intern	\$55,467.00			
1	\$55,467.00	\$57,131.01	\$58,844.94	\$60,610.29
2	\$55,467.00	\$57,131.01	\$58,844.94	\$60,610.29
3	\$57,131.01	\$58,844.94	\$60,610.29	\$62,428.60
4	\$58,844.94	\$60,610.29	\$62,428.60	\$64,301.46
5	\$60,610.29	\$62,428.60	\$64,301.46	\$66,230.50
6	\$62,428.60	\$64,301.46	\$66,230.50	\$68,217.41
7	\$64,301.46	\$66,230.50	\$68,217.41	\$70,263.94
8	\$66,230.50	\$68,217.41	\$70,263.94	\$72,371.85
9	\$68,217.41	\$70,263.94	\$72,371.85	\$74,543.01
10	\$70,263.94	\$72,371.85	\$74,543.01	\$76,779.30
11	\$72,371.85	\$74,543.01	\$76,779.30	\$79,082.68
12	\$74,543.01	\$76,779.30	\$79,082.68	\$81,455.16
13	\$76,779.30	\$79,082.68	\$81,455.16	\$83,898.81
14	\$79,082.68	\$81,455.16	\$83,898.81	\$86,415.78
15	\$81,455.16	\$83,898.81	\$86,415.78	\$89,008.25
16		\$86,415.78	\$89,008.25	\$91,678.50
17		\$89,008.25	\$91,678.50	\$94,428.85
18		\$91,678.50	\$94,428.85	\$97,261.72
19			\$97,261.72	\$100,179.57
20			\$100,179.57	\$103,184.96
21			\$103,184.96	\$106,280.51
22				\$109,468.92
23				\$112,752.99
24				\$116,135.58

Days: 182

Years teaching experience is defined as working 80% or more of any given school year in a Certificated position

Years at Blue Oak based on years teaching in Blue Oak classroom as a full time Certificated teacher

Maximum previous teaching experience: 8 years

Masters Stipend: \$1,250.00 per year

Faculty Chair & Co-Chair Stipend: \$1,200.00 per year

Testing Coordinator Stipend: \$1,000.00 per year

Summer Training Stipend: \$37 per day M-F / \$100 per day weekends

Home Visits Stipend: \$20 per visit

Music Position 14 hours per week / 32 wks (Annual 10m) 20,988.80 + Stipend \$2,500



BLUE OAK SCHOOL

Finance Committee (BOFC) Meeting Dates 2024/2025 School Year

Tuesday, September 10th, 2024

Tuesday, October 8th, 2024

Tuesday, November 12th, 2024

Tuesday, December 10th, 2024

Tuesday, January 14th, 2025

Tuesday, February 11th, 2025

Tuesday, March 11th, 2025

Tuesday, April 8th, 2025

Tuesday, May 13th, 2025

Tuesday, June 10th, 2025

Tuesday, July 15th, 2025

Tuesday, August 12th, 2025*

Teacher Remuneration

To address stipend for required summer training when taken online/distance education.

Teachers completing “Art of” summer training will receive the equivalent of one day of stipend for every 8 hours of training. The weekend will be treated the same as a weekday stipend.

Proposed Payscale

Administrative/Management Salary Schedule Proposal
To go into effect April 1, 2024

Steps	Assistant Director	Executive Director
	Number of Days: 190/195/200/205/210/215/220	
	Daily Rate:	
1	428.36	478.80
2	436.93	488.38
3	445.67	498.14
4	454.58	508.11
5	463.67	518.27
6	472.94	528.63
	Annual Increase 3% yr.1 - 2% yrs. 2-6	
	Current contract days:	
	210	210
	Longevity to be determined	
	Facilities/Safety/Food Services Manager	
	12 months / 240 days	
1	\$65,968.69	
2	\$67,947.75	
3	\$69,986.18	
4	\$72,085.77	
5	\$74,248.34	
6	\$76,475.79	

Facilities/Safety/Food Services Manager Board Approval _____
 Annual Increase 3%

Current Payscale

Administrative/Management Salary Schedule Proposal
To go into effect January 1, 2023

Steps	Assistant Director	Executive Director
	Number of Days: 190/195/200/205/210/215/220	
	Daily Rate:	
1	\$415.08	463.95
2	\$427.53	477.87
3	\$440.36	492.21
4	\$453.57	506.97
5	\$467.18	522.18
6	\$481.19	537.85
	Annual Increase 3% yr.1 - 2% yrs. 2-6	
	Current contract days:	
	210	210
	Longevity to be determined	
	Facilities/Safety/Food Services Manager	
	12 months / 240 days	
1	\$64,047.27	
2	\$65,968.69	
3	\$67,947.75	
4	\$69,986.18	
5	\$72,085.77	
6	\$74,248.34	

Annual Increase 3%

Blue Oak Charter School

Statement of Activity by Class

July 2023 - June 2024

	89-STUDENT COUNCIL	90-PARENT COUNCIL	1ST	2NDGR	3RD	4TH	5TH
Revenue							
8685 School Site Fundraising	122.64	35,803.98	2,388.65	420.56	2,967.31	8,223.15	4,771.95
Total Revenue	\$122.64	\$35,803.98	\$2,388.65	\$420.56	\$2,967.31	\$8,223.15	\$4,771.95
GROSS PROFIT	\$122.64	\$35,803.98	\$2,388.65	\$420.56	\$2,967.31	\$8,223.15	\$4,771.95
Expenditures							
4300 Materials & Supplies		576.85					
4315 Classroom Materials & Supplies						20.00	
5811 Student Transportation						1,032.55	4,035.01
5820 Fundraising Expense		3,291.56	10.28	1.00	2.44	3.00	22.91
PayPal Fees		0.63		7.71		11.70	8.64
Total Expenditures	\$0.00	\$3,869.04	\$10.28	\$8.71	\$326.44	\$1,067.25	\$4,068.56
NET OPERATING REVENUE	\$122.64	\$31,934.94	\$2,378.37	\$411.85	\$2,640.87	\$7,155.90	\$705.39
NET REVENUE	\$122.64	\$31,934.94	\$2,378.37	\$411.85	\$2,640.87	\$7,155.90	\$705.39
	122.64	31,934.94	2,378.37	411.85	2,640.87	7,155.90	705.39

Blue Oak Charter School

Statement of Activity by Class

July 2023 - June 2024

	6TH	7TH	8TH	K	HANDWORK 1	HANDWORK 2	KINDERGARTEN FOOD	
Revenue								
8685 School Site Fundraising	11,766.06		2,729.17	8,704.25	4,246.78	1,900.00	1,100.00	2,000.00
Total Revenue	\$11,766.06		\$2,729.17	\$8,704.25	\$4,246.78	\$1,900.00	\$1,100.00	\$2,000.00
GROSS PROFIT	\$11,766.06		\$2,729.17	\$8,704.25	\$4,246.78	\$1,900.00	\$1,100.00	\$2,000.00
Expenditures								
4300 Materials & Supplies					104.09		62.24	838.22
4315 Classroom Materials & Supplies					65.75	1,127.81		1,338.56
5811 Student Transportation	7,944.00		1,379.73	11,708.29				
5820 Fundraising Expense	34.61		27.57	24.80				
PayPal Fees	14.17		10.25	7.72				
Total Expenditures	\$7,992.78		\$1,417.55	\$11,740.81	\$169.84	\$1,127.81	\$62.24	\$2,176.78
NET OPERATING REVENUE	\$3,773.28		\$1,311.62	\$-3,036.56	\$4,076.94	\$772.19	\$1,037.76	\$-176.78
NET REVENUE	\$3,773.28		\$1,311.62	\$-3,036.56	\$4,076.94	\$772.19	\$1,037.76	\$-176.78
	3,773.28	1,311.62	-3,036.56	4,076.94	772.19	1,037.76	-176.78	

Blue Oak Charter School

Statement of Activity by Class

July 2023 - June 2024

	MUSIC/BAND	MUSIC/STRINGS	K	TOTAL 91-CLASSROOM	92-RALEY'S GARDEN GRANT	93-BO GARDEN FUND	TOTAL
Revenue							
8685 School Site Fundraising	0.00	2,991.38	984.15	55,193.41	368.70	231.60	\$91,720.33
Total Revenue	\$0.00	\$2,991.38	\$984.15	\$55,193.41	\$368.70	\$231.60	\$91,720.33
GROSS PROFIT	\$0.00	\$2,991.38	\$984.15	\$55,193.41	\$368.70	\$231.60	\$91,720.33
Expenditures							
4300 Materials & Supplies				1,004.55			\$1,581.40
4315 Classroom Materials & Supplies				2,552.12			\$2,552.12
5811 Student Transportation				26,423.58			\$26,423.58
5820 Fundraising Expense				126.61			\$3,418.17
PayPal Fees				60.19			\$60.82
Total Expenditures	\$0.00	\$0.00	\$0.00	\$30,167.05	\$0.00	\$0.00	\$34,036.09
NET OPERATING REVENUE	\$0.00	\$2,991.38	\$984.15	\$25,026.36	\$368.70	\$231.60	\$57,684.24
NET REVENUE	\$0.00	\$2,991.38	\$984.15	\$25,026.36	\$368.70	\$231.60	\$57,684.24

2,991.38 984.15 25,026.36 368.70 231.60
57,684.24