

BLUE OAK CHARTER SCHOOL
450 W. East Avenue, Chico, CA 95926
(Room 24)
CHARTER COUNCIL
REGULAR MEETING AGENDA
Tuesday, April 15, 2025 at 6:00 PM

Join Zoom Meeting

<https://us06web.zoom.us/j/81111816724?pwd=YhgYrgbim8efwYqZ1PRZavK9lKhkZ2.1>

Meeting ID: 811 1181 6724

Passcode: 79EGKH

***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 in order to participate in the public meeting at, 450 W. East Ave., Chico, CA or by calling (530) 879-7483 between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday (at least 48 hours before the meeting). All efforts will be made for reasonable accommodations.

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 move the agenda items' order.

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

AGENDA

OPEN SESSION - 6:00 PM

1. OPENING

- 1.1.** Call Meeting to Order 6:00pm
- 1.2.** Roll Call of Council Members to establish a quorum
- 1.3.** Invocation - School Verse Read

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

- 1.4.** Agenda Modifications
- 1.5.** Audience to Address the Council

This is an opportunity for community members to address the council concerning items not on the agenda. Council 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. The chair may establish a maximum speaking time for any item.

Persons may not yield their time to another speaker (Gov. Code § 54954.3)

2. CONSENT AGENDA

- 2.1. Approve Regular Meeting Minutes from March 25, 2025
- 2.2. Charter Impact Monthly Report Annie Gilbert
 - 2.2.1 Cash Flow
 - 2.2.2 Balance Sheet Detail
 - 2.2.3 Warrants/Aged Payable
 - 2.2.4 Actual to Budget Summary
- 2.3. Point of Sale Transactions/Check Register (March 2025)
- 2.4. Credit Card Statement (March 2025)
- 2.5. Friendship Bench Donation

3. FACULTY

- 3.1. Faculty Report Cheryl Grant/Sarah Lee

4. BUSINESS

- 4.1. School Enrollment Susan Domenighini
 - Last Report of the School Year*

5. GOVERNANCE

- 5.1. Finance Committee Report Ryan Sanders
- 5.2. Parent Council Report Susan Domenighini
- 5.3. Facilities Committee Report Trisha Atehortua
- 5.4. Attendance/Behavior Susan Domenighini
- 5.5. BCOE 2025-26 service agreement (Aeries/CalPads) Susan Domenighini
- 5.6. Safety Plan
- 5.7. ERC funding use proposal
- 5.7.1. Salary Bonuses
 - To bring all staff back up to the current year's pay level*
- 5.7.2. Potential van purchase: Discussion, no action

6. ADMINISTRATION

- 6.1. Executive Director's Report Susan Domenighini

7. CLOSED SESSION

- 7.1. Student Discipline Expulsion Hearing (§48918)

NEXT MEETING - Tuesday, May 20, 2025 at 6:00 PM

8. ADJOURNMENT

Minutes Taken By: Maggie Buckley

Approved by: _____ Date: _____

BLUE OAK CHARTER SCHOOL
450 W. East Avenue, Chico, CA 95926
(Room 24)
CHARTER COUNCIL
REGULAR MEETING AGENDA
Tuesday, March 25, 2025 at 6:00 PM

Join Zoom Meeting

<https://us06web.zoom.us/j/81111816724?pwd=YhgYrgbim8efwYqZ1PRZavK9lKhkZ2.1>

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

AGENDA

OPEN SESSION - 6:00 PM

1. OPENING

- 1.1.** Call Meeting to Order 6:00pm
- 1.2.** Roll Call of Council Members to establish a quorum

Name	Present	Absent
Vicki Wonacott	x	
Laurel Hill-Ward		x
Ryan Sanders	x	
Donna Kreskey	x	

Trisha Atehortua	x	
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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. Agenda Modifications None

1.5. Audience to Address the Council No community members addressed the council.

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Persons may not yield their time to another speaker (Gov. Code § 54954.3)

No audience addressed the council.

2. CONSENT AGENDA

2.1. Approve Regular Meeting Minutes from February 25, 2025

2.2. Charter Impact Monthly Report Annie Gilbert

2.2.1 Cash Flow

2.2.2 Balance Sheet Detail

2.2.3 Warrants/Aged Payable

2.2.4 Actual to Budget Summary

2.3. Point of Sale Transactions/Check Register (February 2025)

2.4. Credit Card Statement (February 2025)

Laurel Hill-Ward now present.

Motion to approve by Donna Kreskey. Second motion by Trisha Atehortua.

➤ Vote

Name	Yes	No	Abstain	Absent
Vicki Wonacott	x			
Laurel Hill-Ward	x			
Ryan Sanders	x			
Donna Kreskey	x			
Trisha Atehortua	x			

➤ Vote passes

3. FACULTY

3.1. Faculty Report

Sarah Lee shares the faculty report.

Cheryl Grant/Sarah Lee

4. BUSINESS

- 4.1.** School Enrollment Susan Domenighini
Susan presented the enrollment report.
- 4.2.** 2nd Interim Budget Report Annie Gilbert
Annie is not present so Susan presents the 2nd Interim budget report.

5. GOVERNANCE

- 5.1.** Finance Committee Report Ryan Sanders
Ryan reviewed the finance committee report.
- 5.2.** Parent Council Report Susan Domenighini
Susan meets monthly with the Chair and CoChair of P/C. They have been supplying healthy snacks to the staff lounge. We are very appreciative! Thank you Parent Council!
- 5.3.** Facilities Committee Report Trisha Atehortua
Next meeting is 4-1-25. There is an abundance of information. All are encouraged to attend this public meeting.
- 5.4.** Community School Partnership Caren Lehe
Caren Lehe shared the CEI report.
- 5.5.** Attendance/Behavior Susan Domenighini
Susan reported on attendance and behavior data.
- 5.6.** Audit Firm Selection Susan Domenighini
Continue to use the same audit firm for this year's audit. Trisha Atehortua motion to approve
- 5.7.** Policies Susan Domenighini
- 5.7.1.** Fiscal Policy - BOCC given the next month to review.

6. ADMINISTRATION

- 6.1.** Executive Director's Report Susan Domenighini
Susan presented her report.

7. CLOSED SESSION

- 7.1.** Public Employee Performance Evaluation (§54957)
Executive Director review changes to evaluation document
- 7.2.** Conference with Real Property Negotiations (§54956.8)
(450 W East Ave. Chico, CA 95926)
Report out from closed session is that Susan will work on lease negotiations.

NEXT MEETING - Tuesday, April 15, 2025 at 6:00 PM

8. ADJOURNMENT

Minutes Taken By: Maggie Buckley

Approved by: _____ Date: _____

Business Checking – XXXXX0889

Search Transactions

Activity: Date range; Start date: Mar 01, 2025; End date: Mar 31, 2025; Type: Debits

Transactions

🕒 Pending * Posted

Date ▼	Description ◊	Debit ◊	Credit ◊	Balance
🕒 Mar 31, 2025	<u>Check 12601</u>	95.00		
🕒 Mar 27, 2025	<u>Check 12555</u>	100.00		
🕒 Mar 26, 2025	<u>Check 7384</u>	1,780.00		
🕒 Mar 25, 2025	<u>Check 7385</u>	3,932.00		
🕒 Mar 25, 2025	<u>Check 7383</u>	1,742.25		
🕒 Mar 25, 2025	<u>Check 12589</u>	1,200.00		
🕒 Mar 25, 2025	ACH Payment CALWATER SERVICE BILLPAY BILLPAY <i>Utilities</i>	1,587.13		
🕒 Mar 25, 2025	ACH Payment BENEFIT RESOURCE BRI XFER FSA	660.00		
🕒 Mar 25, 2025	ACH Payment ASSET FINANCE ACH0325	162.38		
🕒 Mar 25, 2025	ACH Payment <i>Copier Lease Agreement</i> SUN LIFE CANADA PAYMENTREQ <i>Insurance</i>	132.09		
🕒 Mar 24, 2025	<u>Check 12590</u>	358.18		
🕒 Mar 24, 2025	<u>Check 12585</u>	278.31		
🕒 Mar 24, 2025	<u>Check 50024</u>	50.00		
🕒 Mar 24, 2025	ACH Payment BLUE OAK CHARTER EE DIR DEP	95,576.89		
🕒 Mar 24, 2025	ACH Payment INOVA PAYROLL OF TAX COL	23,364.98		
🕒 Mar 21, 2025	<u>Check 12483</u>	225.00		
🕒 Mar 21, 2025	<u>Check 12489</u>	40.00		
🕒 Mar 20, 2025	<u>Check 12554</u>	384.16		

☛	Mar 20, 2025	<u>Check 12588</u>	375.00
☛	Mar 20, 2025	<u>Check 12578</u>	338.39
☛	Mar 20, 2025	<u>Check 12584</u>	168.00
☛	Mar 19, 2025	<u>Check 12579</u>	6,897.70
☛	Mar 19, 2025	<u>Check 12591</u>	3,297.88
☛	Mar 19, 2025	<u>Check 12594</u>	1,908.54
☛	Mar 19, 2025	<u>Check 12583</u>	750.00
☛	Mar 19, 2025	<u>Check 12580</u>	475.85
☛	Mar 19, 2025	<u>Check 12592</u>	240.00
☛	Mar 19, 2025	<u>Check 12572</u>	32.00
☛	Mar 18, 2025	<u>Check 12595</u>	899.33
☛	Mar 18, 2025	ACH Payment BLUE OAK CHARTER EE DIR DEP	400.75
☛	Mar 18, 2025	ACH Payment BENEFIT RESOURCE BRI XFER	112.00
☛	Mar 18, 2025	<i>FSA</i> ACH Payment INOVA PAYROLL OF TAX COL	104.12
☛	Mar 17, 2025	<u>Check 12567</u>	11,286.82
☛	Mar 17, 2025	<u>Check 12581</u>	300.00
☛	Mar 17, 2025	<u>Check 12563</u>	178.50
☛	Mar 17, 2025	ACH Payment ASSET FINANCE ACH0317	324.75
☛	Mar 14, 2025	<i>Copier Lease Agreement</i> <u>Check 50023</u>	1,319.27
☛	Mar 13, 2025	<u>Check 12570</u>	400.00
☛	Mar 13, 2025	<u>Check 12571</u>	360.90
☛	Mar 13, 2025	ACH Payment AMEX EPAYMENT ACH PMT	2,391.32
☛	Mar 12, 2025	<u>Check 12574</u>	6,833.67
☛	Mar 12, 2025	<u>Check 12538</u>	3,264.94
☛	Mar 12, 2025	<u>Check 12575</u>	1,078.04
☛	Mar 12, 2025	<u>Check 12576</u>	845.15

Mar 12, 2025	<u>Check 12568</u>	696.95
Mar 12, 2025	<u>Check 12569</u>	396.60
Mar 11, 2025	<u>Check 12551</u>	2,118.50
Mar 11, 2025	<u>Check 12577</u>	1,042.32
Mar 11, 2025	<u>Check 12573</u>	869.00
Mar 11, 2025	ACH Payment BENEFIT RESOURCE BRI XFER	160.00
Mar 10, 2025	<u>Check 12556</u> FSA	2,001.89
Mar 07, 2025	<u>Check 12561</u>	160.73
Mar 07, 2025	<u>Check 12557</u>	155.00
Mar 07, 2025	ACH Payment BLUE OAK CHARTER EE DIR DEP	29,608.65
Mar 07, 2025	ACH Payment INOVA PAYROLL OF TAX COL	7,612.21
Mar 06, 2025	<u>Check 12560</u>	140.00
Mar 06, 2025	ACH Payment CALPERS 3100	22,740.66
Mar 06, 2025	ACH Payment CALPERS 3100	4,431.44
Mar 05, 2025	<u>Check 12549</u>	3,150.00
Mar 05, 2025	<u>Check 12564</u>	627.46
Mar 05, 2025	<u>Check 12553</u>	390.77
Mar 05, 2025	<u>Check 12543</u>	88.09
Mar 04, 2025	<u>Check 12550</u>	5,520.00
Mar 04, 2025	<u>Check 12566</u>	2,130.68
Mar 04, 2025	<u>Check 12562</u>	872.18
Mar 04, 2025	<u>Check 12565</u>	33.25
Mar 03, 2025	<u>Check 12559</u>	55,670.00
Mar 03, 2025	<u>Check 12552</u>	309.60
Mar 03, 2025	<u>Check 12533</u>	204.80
Mar 03, 2025	ACH Payment ASSET FINANCE ACH0303 CASH ON HAND	261.97

Mar 03, 2025 ACH Payment T-MOBILE PCS SVC 800-937-8997 56.08

School cell phone

**Blue BusinessSM Plus Credit Card**

BLUE OAK CHARTER SCH

SUSAN DOMENIGHINI

Closing Date 03/19/25 Next Closing Date 04/18/25

Account Ending 8-42008

p. 1/9

Customer Care: 1-800-521-6121

TTY: Use Relay 711

Website: americanexpress.com

New Balance **\$1,620.02**

Minimum Payment Due **\$35.00**

Payment Due Date **04/13/25**

Membership Rewards® Points

Available and Pending as of 02/28/25

171,417For up to date point balance and full program details, visit membershiprewards.com**Account Summary**

Previous Balance \$2,391.32

Payments/Credits -\$2,391.32

New Charges +\$1,620.02

Fees +\$0.00

Interest Charged +\$0.00

New Balance **\$1,620.02**

Minimum Payment Due **\$35.00**

Credit Limit \$25,000.00

Available Credit \$23,379.98


Days in Billing Period: 31

Late Payment Warning: If we do not receive your Minimum Payment Due by the Payment Due Date of 04/13/25, 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	6 years	\$2,706
\$59	3 years	\$2,133 (Savings = \$573)

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.

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

**Payment Coupon**

Do not staple or use paper clips

**Pay by Computer**americanexpress.com/
business**Pay by Phone**

1-800-472-9297

Account Ending 8-42008Enter 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
04/13/25

New Balance
\$1,620.02

Minimum Payment Due
\$35.00

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



0000349993059480190 000162002000003500 15 H

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 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.

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 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 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 transaction 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.

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 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

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.

You must contact us:

- 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.

- 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.

- 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 03/19/25

p. 3/9

Account Ending 8-42008

**Customer Care & Billing Inquiries**
International Collect
Cash Advance at ATMs Inquiries
Large Print & Braille Statements1-800-521-6121
1-623-492-7719
1-800-CASH-NOW
1-800-521-6121**Hearing Impaired**Online chat at americanexpress.com or use Relay dial 711 and 1-800-521-6121**Website:** americanexpress.com**Customer Care
& Billing Inquiries**
P.O. BOX 981535
EL PASO, TX
79998-1535**Payments**
PO BOX 60189
CITY OF INDUSTRY
CA
91716-0189**Payments and Credits****Summary**

	Total
Payments	-\$2,391.32
Credits	\$0.00
Total Payments and Credits	-\$2,391.32

Detail

*Indicates posting date

	Amount
Payments	
03/12/25* ONLINE PAYMENT - THANK YOU	-\$2,391.32

New Charges**Summary**

	Total
Total New Charges	\$1,620.02

Detail

				Amount
02/15/25	AMAZON MARKETPLACE NA PA MERCHANDISE	AMZN.COM/BILL	WA	\$103.21
02/20/25	AMAZON.COM MERCHANDISE	AMZN.COM/BILL	WA	\$86.59
02/20/25	AMAZON MARKETPLACE NA PA MERCHANDISE	AMZN.COM/BILL	WA	\$36.58
02/22/25	AMAZON MARKETPLACE NA PA MERCHANDISE	AMZN.COM/BILL	WA	\$21.73
02/24/25	AMAZON MARKETPLACE NA PA MERCHANDISE	AMZN.COM/BILL	WA	\$21.73
02/24/25	AMAZON MARKETPLACE NA PA MERCHANDISE	AMZN.COM/BILL	WA	\$29.21
02/25/25	AMAZON MARKETPLACE NA PA MERCHANDISE	AMZN.COM/BILL	WA	\$7.57
02/25/25	AMAZON MARKETPLACE NA PA MERCHANDISE	AMZN.COM/BILL	WA	\$15.14
02/25/25	AMAZON MARKETPLACE NA PA MERCHANDISE	AMZN.COM/BILL	WA	\$179.65
02/25/25	AMAZON MARKETPLACE NA PA MERCHANDISE	AMZN.COM/BILL	WA	\$7.57

Continued on reverse

Detail Continued

					Amount
02/25/25	AMAZON MARKETPLACE NA PA MERCHANDISE	AMZN.COM/BILL	WA	4200	\$5.41
02/26/25	AMAZON MARKETPLACE NA PA MERCHANDISE	AMZN.COM/BILL	WA		\$24.35
02/26/25	AMAZON.COM MERCHANDISE	AMZN.COM/BILL	WA	2600-	\$33.21
02/27/25	STAMPS.COM 0556972844 95926	855-889-7867	CA	5901-	\$19.99
03/03/25	JACKRABBIT BILLING EDUCATIONAL SERVICE	HUNTERSVILLE	NC	2600-	\$89.00
03/04/25	POSTAL PLUS 930553410008320 CHICO@POSTALPLUS.BIZ	CHICO	CA	5901-	\$456.85
03/05/25	USPS STAMPS ENDICIA 900000002 557738237 20260	888-434-0055	DC	5901-	\$50.00
03/05/25	WHITEPAGES 800-952-9005	800-952-9005	WA		\$5.99
03/05/25	AMAZON MARKETPLACE NA PA MERCHANDISE	AMZN.COM/BILL	WA	2600-	\$80.51
03/08/25	ZOOM.COM 888-799-9666 +18887999666	SAN JOSE	CA	5900-	\$10.00
03/08/25	HARBOR FREIGHT TOOLS 805-388-1000	HARBORFREIGHT	CA	4302-	\$39.44
03/11/25	AMAZON MARKETPLACE NA PA MERCHANDISE	AMZN.COM/BILL	WA	4310-	\$85.22
03/11/25	AMAZON MARKETPLACE NA PA MERCHANDISE	AMZN.COM/BILL	WA	5610-	\$19.23
03/12/25	AMAZON MARKETPLACE NA PA MERCHANDISE	AMZN.COM/BILL	WA	4302-	\$58.84
03/13/25	AMAZON MARKETPLACE NA PA MERCHANDISE	AMZN.COM/BILL	WA	4310	\$67.71
03/13/25	AMAZON MARKETPLACE NA PA MERCHANDISE	AMZN.COM/BILL	WA	5102-	\$65.29

Fees

	Amount
Total Fees for this Period	\$0.00

Interest Charged

	Amount
Total Interest Charged for this Period	\$0.00

About Trailing Interest

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.



Blue BusinessSM Plus Credit Card
BLUE OAK CHARTER SCH
SUSAN DOMENIGHINI
Closing Date 03/19/25

p. 5/9

Account Ending 8-42008

2025 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2025	\$0.00
Total Interest in 2025	\$0.00

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.
Variable APRs will not exceed 29.99%.

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



BLUE OAK CHARTER SCH
SUSAN DOMENIGHINI

Closing Date 03/19/25

p. 7/9
Account Ending 8-42008

IMPORTANT NOTICES

EFT Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay and at 1-800-CASH NOW for Express Cash questions. You may also write us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso TX 79998-1531, or contact us online at www.americanexpress.com/inquirycenter as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

ShopRunner Card Benefit Removal

Effective March 31, 2025, ShopRunner membership will no longer be a Card benefit. Card Members currently enrolled through American Express will continue to receive their complimentary ShopRunner membership for the remainder of their ShopRunner membership year and two years thereafter, subject to ShopRunner's policies and terms and conditions.

AGENDA ITEM: Accept Donation/s

PREPARED BY: Maggie Buckley

CHARTER COUNCIL MEETING DATE: 4-15-25

BACKGROUND INFORMATION:

- Buddy Bench from Mindful Littles

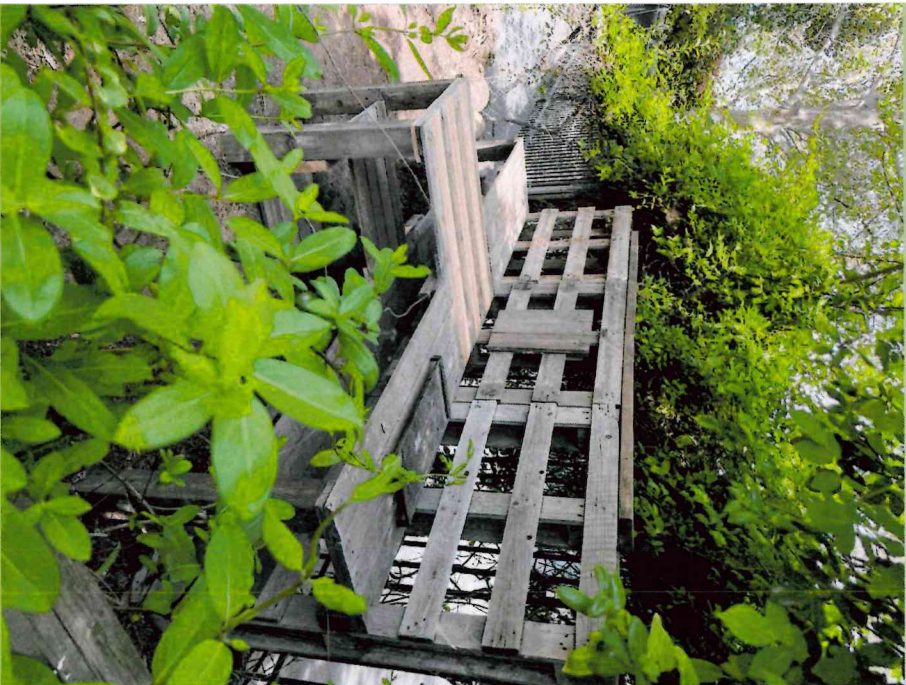
On behalf of the Blue Oak Charter Council we would like to say thank you to all who have donated to Blue Oak Charter School!

Charter Council Meeting

April 15, 2025

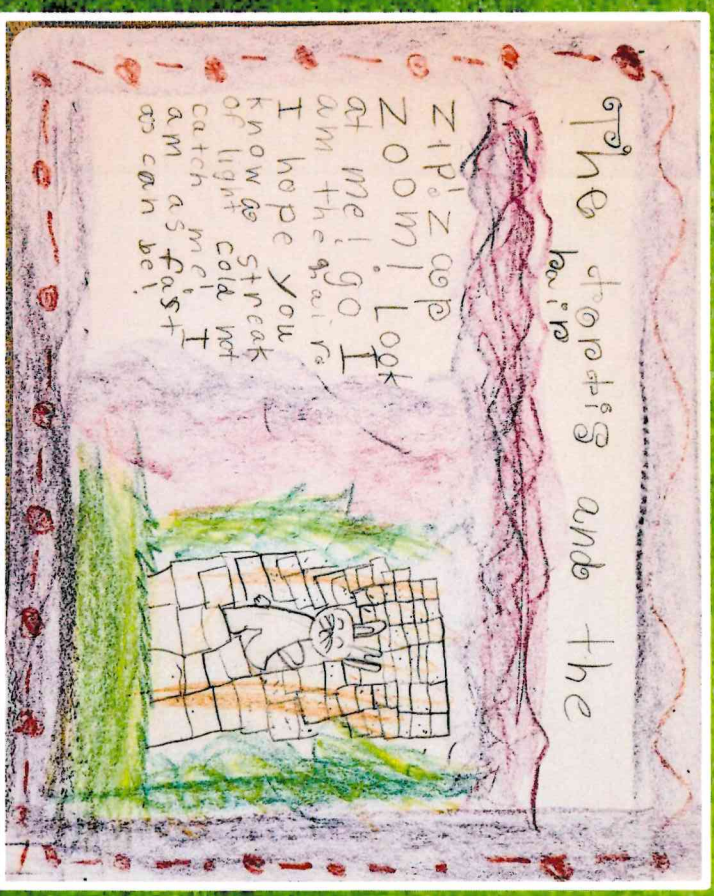
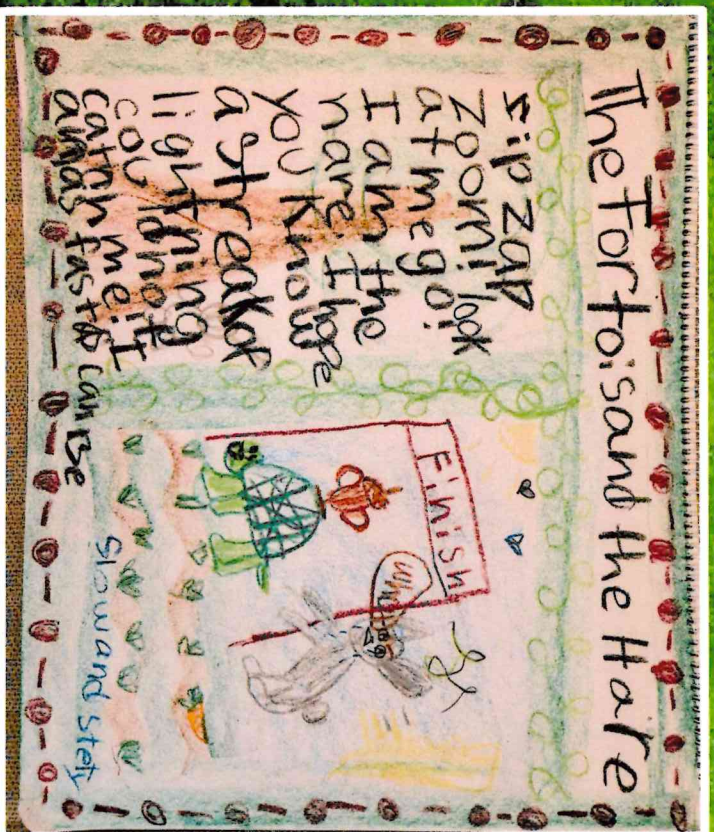


Maple Rose Kindergarten ~ Teacher Cheryl



Ms. Brittany~Second Grade

Second grade has been enjoying studying the fables together!



Mrs. Jennifer Strade

Cuttlefish



The cuttlefish watches all the time with big eyes, and while he watches, he hardly moves just floating in the water like a human brain. The tentacles around his mouth which he uses like hands are really like tongues - so there is just the head: eyes, tongue, mouth. The cuttlefish is keenly aware of all around him: he takes on the color of his surroundings, he changes color when he sees something he wants to eat, he throws a cloud of ink when he feels in danger. The cuttlefish is alert with his whole body while we are mostly alert with our head. That is why the cuttlefish can be described as a "head" animal compared to a human being. ♥

Getting ready for animal reports by writing long paragraphs daily.

Human & Animal Block (Head, Trunk Limbs) with dramatized Rudyard Kipling's "The Jungle Book"

A Man-Cub in the Jungle

When he wasn't learning from Baloo, Mowgli sat out in the sun and slept and ate, and slept and ate. When he felt hot he swam, and when he wanted honey he climbed a tree and scraped it from the beehives. In time Mowgli took his place at Council Rock. And it was there that he made a strange discovery... if he stood hand with the eyes of any wolf, they would always look away. It seemed as if no animal could hold the man-cub's gaze. When the hunters got being Mowgli would mischievously threaten to look down. But his knowledge the animals deeply and Mowgli had to make up for it by picking the long thorns from his brothers' paws and tails.



BOS parent and naturalist, Dr. Uin Heal, presented REAL Skulls, Pelts, Antlers! Above - elk Right - caibou

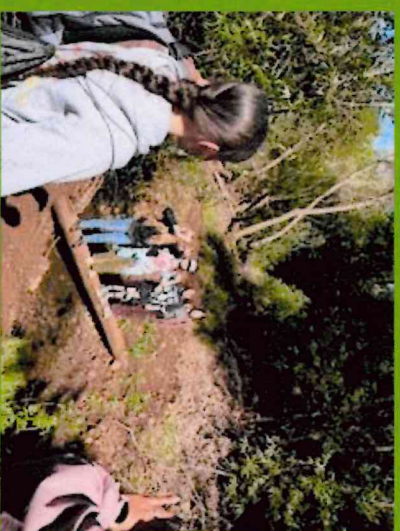


This is the home of gods and powers
Jokers and liars and law
Oh hear the call! - good hunting all
That keep the jungle law!
- Rudyard Kipling

geology HUMAN and ANIMALS

8th Grade - Mrs. Madera

We have been very busy in 8th Grade. On April 2nd we went on a 4 mile hike on Table Mountain. Currently, we are studying Meteorology. This week during testing we made clay bowls.



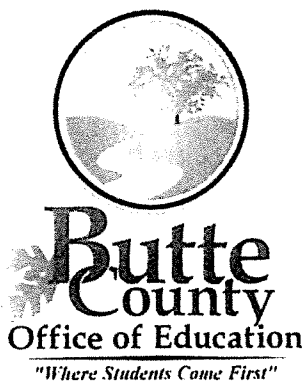
Blue Oak Charter

4/15/2025

8/19/2024 - 3/31/2025

School	Program(s)	Grd	Average Daily Enrollment	Average Daily Attendance	Average Daily Absences	ADA %
Blue Oak Charter School	Regular	TK	13.73	12.64	1.09	92.06%
		K	22.51	19.30	3.20	85.74%
		1	17.48	15.73	1.75	89.99%
		2	22.20	20.80	1.41	93.69%
		3	17.43	16.44	0.99	94.32%
		4	25.59	23.41	2.18	91.48%
		5	27.37	25.64	1.73	93.68%
		6	21.28	19.39	1.89	91.12%
		7	29.33	26.53	2.80	90.45%
		8	20.20	17.35	2.86	85.89%
		Program Totals:		217.14	197.24	19.90
Independent Study	TK	0.08	0.08	0.00	100.00%	
	K	0.84	0.84	0.00	100.00%	
	1	0.20	0.20	0.00	100.00%	
	2	0.17	0.17	0.00	100.00%	
	4	0.02	0.02	0.00	100.00%	
	5	0.09	0.08	0.01	88.89%	
	6	0.05	0.05	0.00	100.00%	
	7	0.86	0.86	0.00	100.00%	
8	1.00	0.85	0.15	85.00%		
Program Totals:		3.32	3.16	0.16	95.18%	
School Totals:		220.46	200.40	20.06	90.90%	

Note: Detail may not add up to the totals due to truncation of detail numbers



Mary Sakuma

Superintendent
msakuma@bcoe.org

**Student Programs
and Educational
Support**

Michelle Zevely

Deputy Superintendent
mzevely@bcoe.org

Nick Catomerisios

Senior Director,
Alternative Ed.
ncatomerisios@bcoe.org
(530)532-5916

Board of Education

*Daniel Alexander
Emily Holtom
Mike Walsh
Amy Christianson
Julian Diaz
Evan Tuchinsky
Alastair Roughton*

1859 Bird Street
Oroville, CA 95965
(530) 712-2246
Fax (530) 532-5794
<http://www.bcoe.org>

An Equal Opportunity
Employer

March 24, 2025

Blue Oak Charter School
Susan Domenighini, Executive Director
450 W. East Ave
Chico CA 95926

Dear Susan,

Enclosed is a copy of the service agreement between BCOE and Blue Oak Charter School for the 2025-26 school year. This agreement is for BCOE to provide Aeries data management and your CALPADS submission, which allows your LEA to adhere to State and Federal mandates and timelines.

Please obtain your Board's approval by June 30, annually, in order for the Butte County Office of Education to provide the agreed upon service(s). After Board approval, please return the signed documents to me. I will obtain the BCOE Superintendent's signature, ensure you receive a fully executed copy, and file the original with BCOE Fiscal Services. In addition, a copy will be on file in our office.

We are using the latest version of the Student Data Privacy Agreement. Exhibits "D" and "E" are part of the new format and are for "example only". If you wish to complete Exhibit "D", please contact us directly.

As always, it is a pleasure to work with you. If you have any questions or concerns, please do not hesitate to phone our office anytime at (530) 532-5644.

Sincerely,

Nick Catomerisios
Senior Director, Alternative Education

cc: Ashley DaSilva

"WHERE STUDENTS COME FIRST"

AGREEMENT

Butte County Office of Education
Curriculum & Instruction Office
and
Blue Oak Charter School

This agreement is entered into between Blue Oak Charter School ("LEA") and Butte County Office of Education ("BCOE") as of July 1, 2025

1. **Services.** The BCOE shall furnish to the Client the services as described in EXHIBIT "A" attached hereto and incorporated herein by this reference ("Services").
2. **Term.** BCOE shall commence providing Services under this Agreement upon execution of the Agreement by both parties and will diligently perform such Services as required. This Agreement will be in effect for the 2025-2026 school year. The term of the agreement will be July 1-June 30 annually.
3. **Compensation.** BCOE's compensation from the Client shall be based on an annual re-evaluation of staffing needs and operating costs to support data management services to the LEA. Notice shall be provided to the BCOE by February 1st each year if the LEA elects to terminate data management for the following academic year.

AVAILABLE SERVICES AND FEE SCHEDULE

Data Management	Annual Fee	Includes
CALPADS Management	\$12,000 base rate	operating costs, technical assistance
Additional School Sites	\$4,000 each	
AERIES Management	\$4,200	operating costs, technical assistance
Base Fee		
AERIES Management Per Student License (CBEDS)	\$17/ student	full access to Aeries platform and tools
LCAP Data Storage System	\$1,500	updates of state and local data metrics and maintenance of spreadsheets
ConApp Management	Annual Fee	Includes
ConApp Management-Submission	10% of the aggregate of Title 1 funding	operating costs to complete the annual Consolidated Application
Short-Term Daily Rate	Annual Fee	Includes
Web Based and/or New Staff Training	\$250/ up to 3 hours	operating costs, planning, prep
Site Based and/or New Staff Training	\$450/ day	operating costs, planning, prep, travel

4. **Independent Contractor.** BCOE, in the performance of this Agreement, shall be and act as an independent contractor.
5. **Termination.** Each academic year the BCOE will reevaluate staffing needs and operating

costs to support data management services to the LEA. Therefore, this MOU is an ongoing agreement, and notice shall be provided to the BCOE by February 1st each year, if the LEA elects to terminate data management for the following academic year.

6. **Indemnification.** To the furthest extent permitted by California law, Client shall, at its sole expense, defend, indemnify, and hold harmless BCOE 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 consultants and/or attorney's fees and costs, directly 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 the Client under or in conjunction with this Agreement, unless the claims are caused by the negligence or willful misconduct of the indemnified parties.
7. **Insurance.** The BCOE shall procure and maintain at all times it performs any portion of the Services its applicable forms of insurance.
8. **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, addressed as follows:

If to BCOE:

BUTTE COUNTY OFFICE OF EDUCATION
1859 Bird St.
Oroville, CA 95965
(530) 532-5644
ATTN: Nick Catomerisios/Ashley DaSilva

If to Client:

BLUE OAK CHARTER SCHOOL
450 W. East Avenue
Chico, CA 95926
(530) 879-7483
ATTN: Susan Domenighini

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

9. **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.
10. **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.
11. **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. This Agreement is not valid until approved/ratified by the BCOE's governing board and clients governing board. Services shall not be rendered until Agreement is approved or ratified.

12. **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.
13. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition 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.
14. **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.
15. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
16. **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.

BUTTE COUNTY OFFICE OF EDUCATION

By: _____

Print Name: Mary Sakuma

Title: Superintendent of Schools

Date: _____

BLUE OAK CHARTER SCHOOL

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT "A"
Scope of Data Management Services for
Blue Oak Charter School

The BCOE agrees to provide the following, including, but not limited to:

☒ Student Data Management and CALPADS

- CALPADS management including SSID's; enrollment and CAASPP updates; all Fall 1, Fall 2 and End of Year reporting; quality control
- Provide technical assistance as it relates to CALPADS reporting
- Other student data extraction and reporting, as relevant to the K-12 school, including LCAP data extraction and organization support; other requested data uploads; CBEDS Staff data reporting and biannual Civil Rights data reporting

☒ Student Data Management- Aeries

- Aeries management including Aeries database and web services hosting; management of SQL Server permissions, user IDs and roles; enrollment data review; Aeries software updates, grading cycle processing, assessment uploads; Aeries annual roll; general support and quality control
- Attendance accounting, as needed
- Provide technical assistance for Aeries data entry and best practices.

☐ LCAP Data Storage System

- Extract and update annual state and local data necessary to populate district "LCAP Data Spreadsheet"
 - May include the following data: attendance, enrollment, dropout, local assessments, state assessments, graduation, suspension, expulsion, stability rates
 - Data updated as it becomes available annually

☒ Personnel Management

- Hire, maintain and supervise staff appropriately qualified to conduct CALPADS data management on behalf of LEA
- Provide professional learning opportunities for the BCOE data management staff
- Maintain confidentiality and ensure student privacy, as required by all applicable laws outlined in the *LEA Data Privacy MOU*

☒ Accuracy and Submission Timelines

- Ensure the accuracy of data entered into and reported from all systems for all reporting purposes as delineated in the Operational Agreement.
- Adhere to publicly posted State and Federal timelines for data submission.

The LEA hereby agrees to all of the following, as applicable to the service(s) provided, including, but not limited to:

Program Records

- Enter data in Aeries in accordance with protocols and procedures
- Provide Special Education and 504 record information for Aeries/CALPADS data management in accordance with protocols and procedures
- Provide Free & Reduced Lunch Count data for data management in accordance with protocols and procedures
- Provide English Language Learner student data for data management in accordance with protocols and procedures

Attendance

- Mark tardies and absences in Aeries database through Aeries Web
- Verify absences and make changes, as needed

Enrollments

- Create and maintain student enrollment records in the Aeries system. *All enrollment data will be verified by the BCOE in accordance with protocols and procedures*

Accuracy and Submission Timelines

- Ensure the accuracy of data entered into and reported from all systems for all reporting purposes as delineated in the Operational Agreement.
- Adhere to publicly posted State and Federal timelines for data submission.

Remit a Fee for Service

- A fee in the amount of **\$19,923** will be remitted to the BCOE by April 30, 2026, **for the following service(s):**
 - CALPADS Data Management
 - \$12,000
 - Aeries Data Management
 - \$4,200 Aeries Base Fee
 - \$3,723 Aeries Per Student Fee (219 Students)

STANDARD STUDENT DATA PRIVACY AGREEMENT

CA-NDPA Standard

Version 1.1

(11.17.22)

Blue Oak Charter

and

Butte County Office of Education

July 1, 2025

This Student Data Privacy Agreement ("DPA") is entered into on the date of full execution (the "Effective Date") and is entered into by and between:

Blue Oak Charter, located at 450 W. East Ave Chico, Ca 95926
(the "Local Education Agency" or "LEA") and
Butte County Office of Education, located at 1859 Bird Street, Oroville, CA 95965
(the "Provider").

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. § 1232g (34 CFR Part 99); the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check if Required**
 - ☒ If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.
 - ☐ If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "Services").
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Susan Domenighini Title: Executive Director
Address: 450 W. East Ave Chico, Ca 95926
Phone: 530-879-7483 Email: sdomenighini@blueoakcharterschool.org

The designated representative for the Provider for this DPA is:

Name: Mary Sakuma Title: BCOE Superintendent of Schools
Address: 1859 Bird Street, Oroville, CA 95965
Phone: 530-532-5670 Email: msakuma@bcoe.org

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA: Blue Oak Charter

By: _____ Date: _____

Printed Name: Susan Domenighini Title/Position: Executive Director

PROVIDER: Butte County Office of Education

By: _____ Date: _____

Printed Name: Mary Sakuma Title/Position: BCOE Superintendent of Schools

STANDARD CLAUSES

Version 3.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or

permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data:** Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D."
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal

agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"
DESCRIPTION OF SERVICES

Contracted services are described in the BCOE Curriculum & Instruction Office Agreement, agreement dated 07/01/25.

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input type="checkbox"/>
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>
Assessment	Standardized test scores	<input checked="" type="checkbox"/>
	Observation data	<input checked="" type="checkbox"/>
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	<input checked="" type="checkbox"/>
	Student class attendance data	<input checked="" type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input checked="" type="checkbox"/>
Conduct	Conduct or behavioral data	<input checked="" type="checkbox"/>
Demographics	Date of Birth	<input checked="" type="checkbox"/>
	Place of Birth	<input checked="" type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Ethnicity or race	<input checked="" type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input checked="" type="checkbox"/>
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input checked="" type="checkbox"/>
	Guidance counselor	<input checked="" type="checkbox"/>
	Specific curriculum programs	<input checked="" type="checkbox"/>
	Year of graduation	<input checked="" type="checkbox"/>
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input checked="" type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input checked="" type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner information	<input checked="" type="checkbox"/>
	Low income status	<input checked="" type="checkbox"/>
	Medical alerts/ health data	<input checked="" type="checkbox"/>
	Student disability information	<input checked="" type="checkbox"/>
	Specialized education services (IEP or 504)	<input checked="" type="checkbox"/>
	Living situations (homeless/foster care)	<input checked="" type="checkbox"/>
	Other indicator information-Please specify:	
Student Contact Information	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>
	State ID number	<input checked="" type="checkbox"/>
	Provider/App assigned student ID number	<input checked="" type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input checked="" type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>
	Other student work data -Please specify:	
Transcript	Student course grades	<input checked="" type="checkbox"/>
	Student course data	<input checked="" type="checkbox"/>
	Student course grades/ performance scores	<input checked="" type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Other transcript data - Please specify:	
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>

EXHIBIT "C"

DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "student-generated content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to,

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

Blue Oak Charter Provider to dispose of data obtained by Provider
pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are
set forth below:

1. Extent of Disposition

☐ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

☐ [Insert categories of data here]
Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

	Disposition shall be by destruction or deletion of data.
--	--

☐ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions]

3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable.
By

4. Signature

Authorized Representative of LEA

Date _____

5. Verification of Disposition of Data

Authorized Representative of Company

Date _____

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and
Blue Oak Charter

("Originating LEA") which is dated July 1, 2025, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

msakuma@bcoe.org

PROVIDER: Butte County Office of Education

BY: _____ Date: _____

Printed Name: Mary Sakuma Title/Position: BCOE Superintendent of Schools

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Blue Oak Charter

and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

LEA: _____

BY:

_____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: I

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

EXHIBIT "F"
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurity Frameworks") that may be utilized by Provider .

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
<input type="checkbox"/>	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
<input type="checkbox"/>	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input type="checkbox"/>	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input type="checkbox"/>	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G"

Supplemental SDPC State Terms for California

Version 1.0

This Amendment for SDPC State Terms for California ("**Amendment**") is entered into on the date of full execution (the "**Effective Date**") and is incorporated into and made a part of the Student Data Privacy Agreement ("**DPA**") by and between:

Blue Oak Charter , located at 450 W. East Ave Chico, Ca 95926
(the "**Local Education Agency**" or "**LEA**") and

Butte County Office of Education , located at 1859 Bird Street, Oroville, CA 95965
(the "**Provider**").

All capitalized terms not otherwise defined herein shall have the meaning set forth in the DPA.

WHEREAS, the Provider is providing educational or digital services to LEA, which services include: (a) cloud-based services for the digital storage, management, and retrieval of pupil records; and/or (b) digital educational software that authorizes Provider to access, store, and use pupil records; and

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("**FERPA**") at 20 U.S.C. § 1232g (34 C.F.R. Part 99); the Protection of Pupil Rights Amendment ("**PPRA**") at 20 U.S.C. § 1232h; and the Children's Online Privacy Protection Act ("**COPPA**") at 15 U.S.C. § 6501-6506 (16 C.F.R. Part 312), accordingly, the Provider and LEA have executed the DPA, which establishes their respective obligations and duties in order to comply with such applicable laws; and

WHEREAS, the Provider will provide the services to LEA within the State of California and the Parties recognizes the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable California laws and regulations, such as the Student Online Personal Information Protection Act ("**SOPIPA**") at California Bus. & Prof. Code § 22584; California Assembly Bill 1584 ("**AB 1584**") at California Education Code section 49073.1; and other applicable state privacy laws and regulations; and

WHEREAS, the Provider and LEA desire to enter into this Amendment for the purpose of clarifying their respective obligations and duties in order to comply with applicable California state laws and regulations.

NOW, THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. **Term.** The term of this Amendment shall expire on the same date as the DPA, unless otherwise terminated by the Parties.
2. **Modification to Article IV, Section 7 of the DPA.** Article IV, Section 7 of the DPA (Advertising Limitations) is amended by deleting the stricken text as follows:

Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data ~~(i)~~ for adaptive learning or customized student learning (including generating personalized learning recommendations); ~~or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services~~ or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

[SIGNATURES BELOW]

IN WITNESS WHEREOF, LEA and Provider execute this Amendment as of the Effective Date.

LEA: Blue Oak Charter

By: _____ Date: _____

Printed Name: Susan Domenighini Title/Position: Executive Director

Provider: Butte County Office of Education

By: _____ Date: _____

Printed Name: Mary Sakuma Title/Position: BCOE Superintendent of Schools