

**BLUE OAK CHARTER SCHOOL**  
**450 W. East Avenue, Chico, CA 95926**  
**(Room 24)**  
**CHARTER COUNCIL**  
**REGULAR MEETING AGENDA**  
**Thursday, September 16, 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 - 6:00PM**

**1. OPENING**

- 1.1.** Call Meeting to Order
- 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 (August 2025)
- 2.2. Point of Sale Transactions/Check Register (August 2025)
- 2.3. Credit Card Statement (August 2025)

**3. FACULTY**

- 3.1. Faculty Report Cheryl Grant  
Emily Swanson

**4. BUSINESS**

- 4.1. Organizational Meeting
  - 4.1.1. Revisit Selection of 2025-26 Officers (vacancies)
- 4.2. Executive Director Hiring
  - 4.2.1. Review of Salary Survey
  - 4.2.2. Review of Proposed Contract
- 4.3. SELF Schools Excess Liability Fund - Renewal
- 4.4. Approve 2024-25 Unaudited Actuals Report
- 4.5. Approve 2024-25 EPA Education Protection Account Expenditures
- 4.6. Approve 2024-25 Prop 28 Arts & Music in Schools Annual Report

**5. GOVERNANCE**

- 5.1. Facilities Committee Report Trisha Atehortua
- 5.2. Finance Committee Report Susan Domenighini
- 5.3. Attendance/ Behavior Susan Domenighini
- 5.4. Establish Training Retreat Date Vicki Wonacott

**6. ADMINISTRATION**

- 6.1. Executive Director's Report Susan Domenighini

**7. CLOSED SESSION**

- 7.1. Conference with Real Estate Negotiations § 54956.8
  - 7.1.1. 450 W East Avenue, rental agreement
- 7.2. Unrepresented Employee - Executive Director §54957.6

**NEXT MEETING - Tuesday, October 21, 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 DRAFT MINUTES**  
**Thursday, August 21, 2025 at 6:00 PM**

**Join Zoom Meeting**  
**<https://us06web.zoom.us/j/81111816724?pwd=YhgYrgbim8efwYqZ1PRZavK9lKhkZ2.1>**  
**Meeting ID: 811 1181 6724**  
**Passcode: 79EGKH**

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

**AGENDA**

**OPEN SESSION - 6:00PM**

**1. OPENING**

- 1.1.** Call Meeting to Order 6:07pm
- 1.2.** Roll Call of Council Members to establish a quorum

Name	Present	Absent
Vicki Wonacott		x
Laurel Hill-Ward	x	
Donna Kreskey	x	
Trisha Atehortua	x	

**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** No agenda modifications.

**1.5. Audience to Address the Council** No 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 July 2025**

**2.2. Point of Sale Transactions/Check Register (July 2025)**

**2.3. Credit Card Statement (July 2025)**

Motion to approve the consent agenda by Laurel Hill-Ward and second motion by Donna Kreskey.

➤ Vote

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

➤ Vote passes

Vicki Wonacott arrives at 6:10pm

**3. FACULTY**

**3.1. Faculty Report**

Cheryl Grant  
Emily Swanson

There is no report today as this is the first week of school.

**4. BUSINESS**

**4.1. Organizational Meeting**

**4.1.1. Selection of 2025-26 Officers**

**BOCC Chair** - Vicki Wonacott

**BOCC Co-Chair** - Donna Kreskey

**Parent Council Representative - Vacant**

**Finance Representative - Vacant** - Lauren Cesca is considering. Will review her schedule and get back to the council.

**Facilities Committee - Trisha Atehortua**

Trisha Atehortua motion to nominate. Laurel second motion.

➤ Vote

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

➤ Vote passes

**4.1.2. Establish 2025-26 Meeting Schedule**

Continue meetings on third Tuesday of each month @ 6pm

Adjust March meeting to be on 3-24-26 due to spring break schedule.

Also, August 18th is the first day of school so we will schedule the meeting to 8-25-26. Trisha Atehortua motion to approve the calendar

**4.2. Approval of Employment Offers -**

Donna Kreskey motion to approve the offers of employment. Laurel

Hill-Ward second motion.

➤ Vote

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

➤ Vote passes

**4.3. Policy Approval -**

4.3.1. Attendance Recovery - Motion to approve by Vicki Wonacott. Donna Kreskey second motion.

➤ Vote

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

➤ Vote passes

4.3.2. Body Shaming Policy - Motion to approve by Trisha Atehortua. Second motion by Donna Kreskey.

➤ Vote

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

➤ Vote passes

#### **4.4. Executive Director Hiring**

4.4.1. Review of Salary Survey

4.4.2. Review of Proposed Contract

On advice from our legal team, the current executive director contract must be reviewed publicly and the salary schedule also needs to be reviewed and approved. Tabled until next month's meeting. There is a candidate that we would like to interview. A calendar invite will go out once a date has been established for that interview.

### **5. GOVERNANCE**

#### **5.1. Facilities Committee Report**

Trisha Atehortua

No meetings have been held recently. CUSD will be reviewing our Measure C application. The date presently is September 17th at 6:00pm. We are looking to have a presence at this meeting. The more representation at this meeting the better. Notice will go out to the community. Trisha is working on other financing options.

#### **5.2. Attendance/ Behavior**

Susan Domenighini

There is not a lot to report as this is the first week of school. We have a plan for attendance and behavior. We have added merits this year to our behavior report.

**5.3. Establish Training Retreat Date**

Vicki Wonacott

We will send out a few dates for board members to choose from.

**6. ADMINISTRATION**

**6.1. Executive Director's Report**

Susan Domenighini

No written report for this meeting. We've had a busy couple of weeks. Registration days were held on August 11th and 12th. This is when the families come to complete paperwork to enroll for the new school year. Then we had two days of Inservice for faculty and staff on August 14th and 15th. The focus on those days was primarily on restorative practices. This year we will have Dish with the Director once a month right after drop off. This is a time for the director to connect with parents and community members to answer questions and address concerns that may be out there.

**7. CLOSED SESSION**

**7.1. Pending Litigation updates § 54957.1**

Report out from closed session. There was no action taken.

**NEXT MEETING - Tuesday, September 16, 2025 at 6:00 PM**

**8. ADJOURNMENT 7:16pm**

Minutes Taken By: Maggie Buckley

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

## Business Checking – XXXXX0889

### Search Transactions

Activity: Date range: Start date: Aug 01, 2025; End date: Aug 30, 2025; Type: Debits

### Transactions

Pending ☐ Posted ☒

Date ▼	Description ◊	Debit ◊	Credit ◊	Balance
Aug 29, 2025	<u>Check 12798</u>	650.00		
Aug 28, 2025	<u>Check 12800</u>	12,839.00		
Aug 28, 2025	<u>Check 12802</u>	1,000.00		
Aug 28, 2025	<u>Check 12796</u>	921.50		
Aug 27, 2025	<u>Check 50036</u>	3,554.21		
Aug 27, 2025	<u>Check 50037</u>	3,150.00		
Aug 27, 2025	<u>Check 12793</u>	96.31		
Aug 26, 2025	<u>Check 12795</u>	7,350.00		
Aug 26, 2025	<u>Check 12784</u>	432.00		
Aug 26, 2025	<u>Check 12801</u>	42.50		
Aug 26, 2025	ACH Payment BENEFIT RESOURCE BRI XFER	110.00		
Aug 25, 2025	<u>Check 12777</u> <i>FSA</i>	295.00		
Aug 25, 2025	ACH Payment ASSET FINANCE ACH0825	163.88		
Aug 25, 2025	<i>Copier Lease Agreement</i> ACH Payment BLUE OAK CHARTER EE DIR DEP	86.48		
Aug 25, 2025	ACH Payment INOVA PAYROLL OF TAX COL	15.71		
Aug 22, 2025	ACH Payment BLUE OAK CHARTER EE DIR DEP	89,796.40		
Aug 22, 2025	ACH Payment INOVA PAYROLL OF TAX COL	22,245.46		
Aug 21, 2025	ACH Payment SUN LIFE CANADA PAYMENTREQ	209.96		
Aug 19, 2025	<i>Insurance</i> <u>Check 12791</u>	7,435.00		
Aug 19, 2025	<u>Check 12792</u>	127.65		



Aug 18, 2025	<u>Check 12787</u>	112.00
Aug 18, 2025	ACH Payment BENEFIT RESOURCE BRI XFER	116.00
Aug 15, 2025	ACH Payment ASSET FINANCE ACH0815	327.75
Aug 12, 2025	ACH Payment BENEFIT RESOURCE BRI XFER	110.00
Aug 07, 2025	ACH Payment BLUE OAK CHARTER EE DIR DEP	10,241.81
Aug 07, 2025	ACH Payment INOVA PAYROLL OF TAX COL	2,841.79
Aug 06, 2025	<u>Check 12790</u>	22,057.28
Aug 06, 2025	<u>Check 12781</u>	9,161.67
Aug 06, 2025	<u>Check 50034</u>	217.00
Aug 05, 2025	<u>Check 12788</u>	10,136.04
Aug 05, 2025	<u>Check 12779</u>	8,152.50
Aug 05, 2025	<u>Check 12789</u>	656.00
Aug 04, 2025	<u>Check 12786</u>	1,333.75
Aug 04, 2025	<u>Check 12785</u>	1,166.00
Aug 04, 2025	<u>Check 12783</u>	1,107.44
Aug 04, 2025	<u>Check 12782</u>	211.60
Aug 01, 2025	ACH Payment ASSET FINANCE ACH0801	264.39
Aug 01, 2025	ACH Payment T-MOBILE PCS SVC 800-937-8997	56.39

*FS\**  
*Copier Lease Agreement*  
*FS\**  
*School Cell phone*

**Blue Business<sup>SM</sup> Plus Credit Card**

BLUE OAK CHARTER SCH

SUSAN DOMENIGHINI

Closing Date 08/19/25 Next Closing Date 09/18/25

Account Ending 8-42008

p. 1/9

Customer Care: 1-800-521-6121

TTY: Use Relay 711

Website: americanexpress.com

**New Balance** **\$4,784.21**

**Minimum Payment Due** **\$48.00**

**Payment Due Date** **09/13/25**

**Membership Rewards<sup>®</sup> Points**

Available and Pending as of 07/31/25

**211,295**For up to date point balance and full program details, visit [membershipewards.com](http://membershipewards.com)**Account Summary**

Previous Balance \$4,167.15

Payments/Credits -\$4,167.15

New Charges +\$4,784.21

Fees +\$0.00

Interest Charged +\$0.00

**Late Payment Warning:** If we do not receive your Minimum Payment Due by the Payment Due Date of 09/13/25, 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	15 years	\$10,567
\$172	3 years	\$6,188 (Savings = \$4,379)

**New Balance** **\$4,784.21**

**Minimum Payment Due** **\$48.00**

Credit Limit \$25,000.00

Available Credit \$20,215.79

Days in Billing Period: 32

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 8-42008**Enter 15 digit account # on all payments.  
Make check payable to American Express.

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

Payment Due Date  
**09/13/25**

New Balance  
**\$4,784.21**

Minimum Payment Due  
**\$48.00**

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 000478421000004800 15 d

**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](http://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](http://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](http://www.americanexpress.com/privacy).

**Blue Business<sup>SM</sup> Plus Credit Card**BLUE OAK CHARTER SCH  
SUSAN DOMENIGHINI  
Closing Date 08/19/25

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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

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**Hearing Impaired**Online chat at [americanexpress.com](http://americanexpress.com) or use Relay dial 711 and 1-800-521-6121**Payments and Credits****Summary**

	Total
Payments	-\$4,167.15
Credits	\$0.00
<b>Total Payments and Credits</b>	<b>-\$4,167.15</b>

**Detail**

\*Indicates posting date

Payments	Amount
07/29/25* ONLINE PAYMENT - THANK YOU	-\$4,167.15

**New Charges****Summary**

	Total
<b>Total New Charges</b>	<b>\$4,784.21</b>

**Detail****SUSAN DOMENIGHINI**  
Card Ending 8-42008

				Amount
07/15/25	MICHAELS.COM	800-642-4235	TX	4302- \$18.56
	ARTS/CRAFTS			
07/15/25	MICHAELS.COM	800-642-4235	TX	4302- \$30.57
	ARTS/CRAFTS			
07/18/25	THERESPONSIVECOUNSELOR	NASHVILLE	TN	4302- \$270.00
	+17347487415			
07/19/25	Sacramento Marriott Rancho Cor	Rancho Cordova	CA	5804- \$909.95
	Arrival Date Departure Date			
	07/13/25 07/18/25			
	00000000			
	LODGING			
07/19/25	AMAZON MARKETPLACE NA PA	AMZN.COM/BILL	WA	4302- \$351.62
	MERCHANDISE			
07/20/25	AMAZON MARKETPLACE NA PA	AMZN.COM/BILL	WA	4302- \$7.64
	MERCHANDISE			
07/21/25	AMAZON MARKETPLACE NA PA	AMZN.COM/BILL	WA	4310- \$101.57
	MERCHANDISE			
07/22/25	AMAZON.COM	AMZN.COM/BILL	WA	4310- \$68.88
	MERCHANDISE			
07/22/25	AMAZON.COM	AMZN.COM/BILL	WA	4200- \$183.33
	MERCHANDISE			

Continued on reverse

**Detail Continued**

				Amount
07/23/25	EDUCATORSHANDBOOK.COM +18503223481	TALLAHASSEE	FL 4305	\$1,130.07
07/25/25	DATA AXLE - LMS 8668720053 software supply	BELLEVUE	NE 4305-	\$400.00
07/31/25	PAYPAL *MILLENNIAL 6109067644	6109067644	PA 5804	\$25.00
08/01/25	JACKRABBIT BILLING EDUCATIONAL SERVICE	HUNTERVILLE	NC 2600	\$89.00
08/04/25	SMORE.COM +18317776673	PITTSBURGH	PA	\$179.00
08/05/25	WHITEPAGES 800-952-9005	800-952-9005	WA	\$5.99
08/07/25	POSTAL PLUS 930553410008320 CHICO@POSTALPLUS.BIZ	CHICO	CA 5901	\$45.96
08/08/25	ZOOM.COM 888-799-9666 +18887999666	SAN JOSE	CA 5900	\$177.90
08/11/25	DNH*GODADDY#3850064254 4805058855 Managed SSL - Renewal - 1 years	Tempe	AZ 4305	\$199.99
08/14/25	SUTHERLAND LANDSCAPE CENT 00-080393081 GENERAL MERCHANDISE	CHICO	CA 5610	\$93.54
08/14/25	SUTHERLAND LANDSCAPE CENT 00-080393081 GENERAL MERCHANDISE	CHICO	CA 5610	\$93.54
08/14/25	SUTHERLAND LANDSCAPE CENT 00-080393081 GENERAL MERCHANDISE	CHICO	CA 5610	\$93.54
08/14/25	SUTHERLAND LANDSCAPE CENT 00-080393081 GENERAL MERCHANDISE	CHICO	CA 5610	\$93.54
08/15/25	AMAZON MARKETPLACE NA PA MERCHANDISE	AMZN.COM/BILL	WA 4310-	\$17.34
08/15/25	SUTHERLAND LANDSCAPE CENT 00-080393081 GENERAL MERCHANDISE	CHICO	CA 5610	\$55.69
08/16/25	AMAZON MARKETPLACE NA PA MERCHANDISE	AMZN.COM/BILL	WA 4302-	\$85.66
08/16/25	AMAZON.COM MERCHANDISE	AMZN.COM/BILL	WA 4310.	\$56.33

**Fees**

	Amount
<b>Total Fees for this Period</b>	<b>\$0.00</b>

**Interest Charged**

	Amount
<b>Total Interest Charged for this Period</b>	<b>\$0.00</b>

**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 Business<sup>SM</sup> Plus Credit Card**  
BLUE OAK CHARTER SCH  
SUSAN DOMENIGHINI  
Closing Date 08/19/25

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	17.49% (v)	\$0.00	\$0.00
<b>Total</b>			<b>\$0.00</b>

(v) Variable Rate

## BOCC OFFICER SELECTION 2025-26

1. Chair - Vicki Wonacott
2. Co-Chair - Donna Kreskey
3. Facility Committee Representative - Trisha Atehortua
4. Finance Committee Representative - TBD
5. Parent Council Representative - TBD

# Lauren Cesca

795 Corbett Ave. Apt 5  
San Francisco, Ca 94131  
laurenstruckmeyer@gmail.com  
530-635-0720

## Education

*Rudolf Steiner College*, Fair Oaks

Master of Arts in Waldorf Education 2013

Early Childhood Teacher Training 2010–2011

Foundations in Anthroposophy 2009–2010

*California Polytechnic State University*, San Luis Obispo 2002–2006

Bachelor of Science, Graphic Communication

Concentrations: Design Reproduction Technology and Printing & Imaging Management

## Relevant Experience

*Golden Bridges School* San Francisco, California 08/2014–present

Co-kindergarten teacher (mixed age, 4-6 yr olds) in outdoor-based, social-justice centered developing school. Collaborating alongside lead teachers and faculty to co-create trailblazing Waldorf-inspired education in an urban environment. Outdoor classrooms, shared kindergarten classroom, mentoring and learning from co-teachers in a symbiotic model. Integral in developing the ethos, community, enrollment, fundraising, founding committees and much visioning of programs.

- Served on Steering Committee for two years
- Served on Social Justice Committee for five years, three years as a trained facilitator
- Served on Festivals Committee for two years
- Served on Board of Trustees for Winter and Spring 2020
- Created original outdoor curriculum for kindergarten farm days, alongside gardening teacher
- Managed social media and all print design & marketing for several years
- Maintained and updated school website
- Piloted first Parent/Baby class for 6 weeks, ages 5-12 months
- Created classrooms in three different indoor locations

*Family Nanny* for twin three-year-olds Iowa City, Iowa 07/2013–07/2014

*Prairie Flower Children's Center* Ames, Iowa 09/2012–05/2013

Co-teacher at Waldorf-inspired Preschool

Taught alongside PFCC director in a Waldorf-inspired preschool with fourteen 3-5 year-olds. Coordinated curriculum to nourish the senses and imagination. Largely based outdoors in the woods, with ample outdoor play daily. Piloted and organized monthly parent evenings and enrichment gatherings, called "Cabin Nights," as well as community festivals and fundraisers. Assisted with school marketing and PR through graphic design, website, and social media maintenance.

*Taos Waldorf School* Taos, New Mexico 08/2011–06/2012

Lead Teacher

Taught at an independent Waldorf school, K-8, for class of 3.5-5.5 year-olds. Organized parent evenings and conferences, field trips, school and class festivals, working closely with assistants, faculty and parents in a strong partnership.



**Professional  
Development**

Learning to Observe Children: Lifeways Online Course, *November 2019*

SF-CESS (San Francisco Coalition of Essential Small Schools) Facilitation Training in Equity and Inquiry, *June 2017*

Kindergarten Renewal with Anna Rainville and Diane David, BACWTT, *June 2017*

RSC Early Childhood Symposium, Fair Oaks  
*November: 2011, 2015, 2016, 2017*

Kindergarten Forum hosted by Anna Rainville, Saratoga, *June 2016, 2017*

Pathway to Life with Susan Johnson, BACWTT, *June 2016*

Farm and Forest Kindergarten with Sigrid D'Aleo & Helle Heckmann, Sunbridge Institute,  
*July 2014*

Friends of the Central Region of the Anthroposophical Society in America Conference,  
Social Imagination: Weaving Past and Future through Presencing,  
Viroqua, Wisconsin, *May 2013*

TMSCR Educators' Conference: Educating the Will, Denver Waldorf School, February 2012

Mentored by Silke Markoswki, founder and EC director of Taos Waldorf School and  
Justine Costerouse, Founder and Preschool Co-teacher, Golden Bridges School

Laren Cesca was born and raised in Yuba Sutter. After studying Graphic Communication at Cal Poly in San Luis Obispo, she worked for a large printing company in Wisconsin as a corporate trainee. Finding Waldorf education in 2009 was deeply inspiring and she pivoted her career path, completing her Foundation Studies and Teacher Training in Early Childhood at Rudolf Steiner College, Fair Oaks in 2011. Since graduating, she has worked as an early childhood teacher at independent Waldorf schools in New Mexico, Iowa and San Francisco. It was her formative 9 years working at a developing school in San Francisco, Golden Bridges, that cultivated a deep interest in the melding of anti-racist education, outdoor education and Waldorf-inspired education for the children of our present time. While at Golden Bridges she served on the leadership committee and the school Board during the pandemic. She has two children enrolled at Blue Oak, in First Grade and TK. A recent resident of Chico since 2023, Lauren opened her own in-home nursery program, Honey Bee Preschool, in January of 2024.

**Salary based on 12 months / 240 days**  
**Annual 3% increase**

The current pay scale copied below was used to review and compare current salaries in Northern California with similar demographics to develop a payscale that is competitive and sustainable for Blue Oak School.

The committee obtained pay scales for Executive Directors and Management Positions in our own district and multiple surrounding counties. Obtaining local data proved to be quite difficult. The following schools were contacted however declined sharing Administrative salaries.

Core, Achieve, Children's Community Charter, Wildflower, Stream, and Hearthstone, various reasons were given. We enlisted the help of Jim at Charter Impact to provide Executive Director Compensation Comparison data from a wide demographic of schools in California. Attached are the salary scales from Chico Unified School District, Butte County Office of Education, Chico Country Day School, Glenn Co. Office of Education, Tehama Co. Department of Education and the Compensation Comparison from Charter Impact.

It was determined that the current salary of the Facility/Safety Manager position will remain the same with an annual 3% increase. The committee recommends annual reviews as additional adjustments to this part of the pay scale may be necessary as the needs of the school change.

Additional work will also be necessary as we move forward with planning for the future of the school and the Executive Director and Assistant Director positions. We anticipate that the salary review process will be ongoing, as annual job descriptions are reviewed, updated and the administrative design shifts to adapt to future school needs. We recommend a 3% overall increase to the Executive Director/Assistant Directors current pay scale. Doing this will assure that we are in a competitive salary range for small to mid sized charter schools with similar demographics.

<b>CURRENT PAY SCALE 2022-23</b>		
<b>Years</b>	<b>Assistant Director</b>	<b>Executive Director</b>
1	415.08	463.95
2	427.53	477.87
3	440.36	492.20
4	453.57	506.97
5	467.18	522.18
6	481.19	537.85

**BOFC PAYSCALE RECOMMENDED TO BOCC FOR APPROVAL - 7-8-25**

**Administrative/Management Salary Schedule**

Current Payscale		Based on 3% across the board	
Administrative/Management Salary Schedule Proposal			
Approved by BOCC 12-14-2022			
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	
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%			

**Approved 7-8-2025**

Assistant Director	Executive Director
Number of Days:	
190/195/200/205/210/215/220	
Daily Rate:	
\$427.53	477.87
\$440.36	492.21
\$453.57	506.98
\$467.18	522.18
\$481.20	537.85
\$495.63	553.99
Annual Increase 3%	
Current contract days:	
210	210

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
Annual Increase 3%	

## EMPLOYMENT AGREEMENT BLUE OAK SCHOOL & EXECUTIVE DIRECTOR

This Employment Agreement ("Agreement") is made and entered into effective as of July 15, 2025

by and between [REDACTED] an individual (referred to herein as "Executive Director"), and Blue Oak School (BOS), is a public charter school whose charter is approved by Chico Unified School district (CUSD). Blue Oak Charter Council (BOCC) desires to hire an Executive Director to assist it in meeting the requirements of the BOS charter ("Charter") and Memorandum of Understanding with CUSD. The parties recognize that the provisions of the California Education Code do not govern BOS except as expressly set forth in the Charter Schools Act of 1992 and its successors.

### RECITALS

WHEREAS BOS is a charter school organized and operating pursuant to the provisions of the Charter Document, Memorandum of Understanding with CUSD and applicable law, and

WHEREAS BOS is authorized pursuant to the terms of the Charter to appoint and hire an Executive Director to assist BOCC and to carry out the duties and functions as outlined in the Job Description attached and incorporated to this agreement as attachment A; and

WHEREAS BOS desires to retain the services of the Executive Director of BOS by way of the Agreement and the Executive Director is qualified to perform such duties; and

WHEREAS BOCC desires to employ Larry Johnson as the Executive Director of the BOS, and Larry Johnson desires to accept employment as the Executive Director of Blue Oak School (BOS) upon the terms and conditions hereinafter set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties hereto agree as follows:

### Term

The term of this Agreement shall commence on ~~dates to be determined~~, and shall end on (DATE), unless terminated earlier pursuant to the provisions of this Agreement, or unless extended as provided herein or as provided by law. Should the Executive Director receive a satisfactory evaluation pursuant to this Agreement, this Agreement can be annually extended for an additional year through a public amendment, provided the term the Agreement is in place does not exceed four (4) years.

The BOCC shall provide the Executive Director with at least ~~thirty (30)~~ 90-days written notice prior to the expiration of this Agreement of the intention of BOS not to renew the Agreement.

**Commented [SC1]:** For fixed-term agreements, there must be an end date, and 4 years is the maximum. If you need more flexibility, you may want to consider at-will employment, as at-will agreements can be left open ended.

#### 1.1 Employment Duties and Obligations

BOCC hereby employs [REDACTED] as the Executive Director of BOS, and [REDACTED] accepts employment as the Executive Director of BOS. In said capacity, shall do and perform all services, acts, or things, necessary or advisable, to manage and conduct the business of the BOS. Without limiting the foregoing, the Executive Director (or the Executive Director's designee) shall perform duties as outlined below, directed by the BOCC, Board Policy or procedures, prescribed by the Charter, or specified in the attached job description which is incorporated by reference as Attachment A to this Agreement. This description and the job duties for the Executive Director may be altered from time to time by the BOCC.

#### 1.2 Workdays

Executive Director's work year shall be 220 days.

#### 1.3 Personnel

Subject to approval by the BOCC of the Executive Director's recommendations, Executive Director shall have the responsibility of organizing, reorganizing, and arranging the administrative and supervisory staff that in Executive Director's judgment would best serve BOS, and determine all personnel matters, including, without implied limitation, selection, assignment, and transfer of employees. BOCC retains final authority on all employee hiring and dismissal decisions.

#### 1.4 Policy

The Executive Director shall review all policies under consideration by the BOCC and make appropriate recommendations to the BOCC.

#### 1.5 BOCC Liaison

Serve as liaison between the BOCC and all BOS representatives with respect to all employer-employee matters and make recommendations to the BOCC concerning those matters.

#### 1.6 Attend All BOCC Meetings

The Executive Director shall be expected to attend all regular and special meetings and will participate in closed session meetings at the invitation of the BOCC. The Executive Director may attend all BOS committees and subcommittees and shall be entitled to submit recommendations on any items of business considered by the BOCC or any committee or subcommittee of BOC.

#### 1.7 BOCC Refer Complaints

Unless in conflict with the BOS complaint policy, the BOCC, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its/their attention to the Executive Director for study and recommendation, and shall refrain from individual interference with the administration of school policies, except through BOCC action.

#### 1.8 BOCC/Executive Director Facilitator:

In addition to directing all complaints/criticisms/suggestions concerning the BOS or any of its personnel directly to Executive Director as set forth above, the BOCC agrees that it shall work with Executive Director in a spirit of cooperation and teamwork, and shall provide Executive Director with periodic opportunities to discuss BOCC/Executive Director relationships. Whenever

it is deemed desirable by either a majority of the Governing BOCC, or by Executive Director, an outside advisor will be mutually selected by the BOCC and Executive Director, and shall be paid for by BOS, to facilitate discussion of the relationships of the BOCC and Executive Director, in advancement of the best interests of BOS.

#### 1.9 Professional Growth

The Executive Director shall endeavor to maintain and improve his/her professional competence by a variety of means, including, without implied limitation, subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations and their activities.

#### 1.10 Assigned Other Duties

This is an agreement for the performance of professional services as Executive Director of BOC. In recognition of the purposes of this Agreement, the Executive Director shall not be assigned to any other position or have Executive Director's duties assigned to others without Executive Director's consent. No policy or bylaw of the BOS shall diminish the Executive Director's statutory or contractual authority. All duties assigned to the Executive Director by the BOCC shall be appropriate to and consistent with the professional role and responsibility of the Executive Director. The Executive Director shall be provided with such facilities, equipment, supplies, and clerical assistance as appropriate to the Executive Director's position and necessary for the adequate performance of the Executive Director's duties. The Executive Director will be provided with the appropriate technology that will assist the Executive Director in the performance of Executive Director's job duties and responsibilities. These are to include, by way of example but not by way of limitation, a laptop computer, iPad, cellular telephone or other personal communication device, and internet access.

## 2 Obligations of BOS

BOS shall provide Executive Director with the compensation, incentives, benefits, and business expense reimbursements specified in this Agreement.

### 2.1 Salary

BOS shall pay the Executive Director an annual salary of [REDACTED] to be paid monthly, subject to all regular withholdings. The Executive Director's compensation may be prorated depending on whether the Executive Director remains employed, or in active work status, for all scheduled workdays of the position. Based upon the annual performance of the Employee as documented in the performance evaluation, as well as the financial stability of the School, the Employee may be eligible to receive additional compensation in the form of a salary increase or bonus from the BOCC at its sole discretion. The Executive Director is exempt from overtime law and shall not be entitled to additional compensation for performing duties outside of the scheduled work year/day.

Commented [2]: Should daily rate be added?

The Executive Director's salary shall be increased by entitled to any generally applied compensation increases provided to any members of the certificated employee unit within the BOS, such as, for example, any increase for COLA, any one-time payment or other increase, on or off the salary schedule, in a percentage amount equal to the greatest amount of any such

increase, which for this purpose shall be computed as a percentage increase to the existing salary schedule for the members of any such employee unit.

It is the BOCC's goal to provide stability and continuity in the operational and instructional programs of the BOC, and consistent with such goal, the BOCC agrees that the Executive Director shall be compensated for his/her longevity with the BOS. All longevity salary increases shall be in addition to any other compensation already included in this Agreement or otherwise approved by the BOCC. Longevity increases shall be treated as base salary for any future increases. The longevity increases specified below shall be computed after all other salary adjustments have been determined.

#### 2.1.1 Master's Increment

The Executive Director shall receive, on an annual basis, when applicable, ~~added compensation for a master's degree in the amount~~ increment of \$1,250. ~~This increment shall be paid [in a lump sum, monthly, etc.] and shall be considered additional salary for tax purposes and be treated as creditable compensation for purposes of~~ under the revised CalSTRS Creditable Compensation Regulations, Article 3, Section 27401. (NOTE: This is not a stipend.)

Commented [SC3]: Please keep in mind that this agreement is subject to a 4 year maximum. If there is to be an increase in that amount of time, the agreement must specify when and by how much, or the increase will have to be separately approved and this language will be non-binding.

#### 2.2 Sick/Personal Necessity Leave

The Executive Director shall be entitled to ten (10) sick/personal necessity leave days annually. Such leave may be taken due to the Executive Director's injury or illness, the death or serious illness of a member of the Executive Director immediate family. An accident involving the Executive Director's person or property, or the person or property of an immediate family member, adopting of a child, attendance at conferences, personal legal matters, religious observances, and business matters that cannot be conducted outside of the workday. Sick/personal necessity leave days accrue or carry over from year to year and are not paid out but are recorded toward retirement.

#### 2.3 Health Benefits/Retirement Benefits

Executive Director shall be provided with insurance coverage under the BOC's health, vision and dental insurance plans, equivalent to that offered to all certificated staff.

Other benefits of employment granted to the Executive Director other qualified employees include participation in STRS subject to the eligibility requirements.

#### 2.4 Life Insurance

BOS shall provide Executive Director, at BOS's expense, with a fully paid term life insurance policy in accordance with the current benefit plan provided to all certificated staff, with the beneficiary for such policy to be selected by Executive Director

#### 2.5 Expense Reimbursement

BOS shall reimburse the Executive Director for all documented actual and necessary business expenses personally incurred within the scope of employment in accordance with applicable BOS policy and authorization. ~~BOS shall reimburse Executive Director for all reasonable expenses incurred by Executive Director in connection with BOS business.~~

Commented [SC4]: This can be removed since it is stated above.



#### 2.5.1 Cell Phone Expense Allowance

The Executive Director shall receive an annual allowance of \$600 to cover the personal cell phone use that naturally are incurred as the Executive Director conducts the BOC's business. The Executive Director shall not be required to provide documentation for this allowance. (NOTE: This allowance will not be treated as creditable compensation per STRS regulations.)

#### 2.5.2 Professional Growth & Association Dues/Service Club Expenses

The BOCC supports the concept of lifelong learners and encourages the continuing professional growth of the Executive Director through his/her participation in educational opportunities and will be responsible for the expenses involved in activities such as:

BOS shall pay up to \$600 of the Executive Director's dues and expenses annually for membership in professional organizations including but not limited to the Association of California School Administrators (ACSA), the American Association of School Administrators (AASA) and such other professional associations as Executive Director may participate in, including membership in service clubs the Executive Director believes to be beneficial to BOS ~~Business~~.

### 3 Evaluation of Executive Director

The BOCC and the Executive Director shall annually develop and agree upon performance goals and objectives that shall serve as the basis for an annual evaluation. Such goals and objectives shall be established as part of the annual review.

Within ninety (90) days after the commencement of the initial contract, the BOCC and the Executive Director shall meet to discuss agreed upon goals and objectives for the purposes of the ensuing year's evaluation. Thereafter, on an annual basis the BOCC and the Executive Director shall meet and agree upon objectives for evaluation for the succeeding school year.

#### 3.1 Annual BOCC Meeting

The BOCC shall devote a portion of at least one meeting annually for discussion and evaluation of the performance of the Executive Director. Such a meeting shall be conducted in closed session. The evaluation shall begin with a self evaluation by the Executive Director as well as a review of the established goals by the BOCC. The BOCC will review the evaluation with the Executive Director in closed session. The Executive Director will receive a copy of the final evaluation by the BOCC in written form.

#### 3.2 Satisfactory Evaluation

An evaluation shall be deemed to be "satisfactory" if a majority of BOCC members have rated the Executive Director's performance as satisfactory.

#### 3.3 Unsatisfactory Evaluation

If the BOCC concludes that the Executive Director's performance is unsatisfactory, the BOCC shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify the Executive Director ~~that another evaluation will~~

~~be conducted within six months. Where practical, Such~~ written recommendations and specifications for improvement shall be provided within 30 days of the date of the evaluation.

#### 3.4 Deadline

The BOCC will provide a formal evaluation of the Executive Director's performance at least once annually, preferably no later than March of each year.

#### 4 Termination.

The Executive Director may terminate ~~the Executive Director's obligations under this Agreement~~ by giving the BOCC at least forty-five (45) days written notice.

This Agreement shall terminate upon the occurrence of any of the following events:

4.1 Whenever Executive Director and BOCC mutually agree to termination in writing

4.2 Upon the death of Executive Director

4.3 Charter Revocation/Nonrenewal

In the event that the BOS Charter with its granting agency is either revoked or non-renewed, this Agreement and all rights and obligations herein shall terminate immediately upon the effective date of the revocation/nonrenewal of the charter, and without the need for the process outlined above.

#### 5.0 INSERT

##### 6.4 Termination for Cause

The Executive Director may be terminated by the BOCC at any time for cause. In addition, Executive Director may be disciplined (e.g. reprimand, suspension without pay) for cause during the term of this Agreement. "Cause" shall include, but is not limited to, breach of this Agreement; misconduct or dishonest behavior; conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; any ground enumerated in the Employee Handbook; or the Executive Director's failure to satisfactorily perform her duties as set forth in this Agreement, as defined by law, or as specified in the above-mentioned and incorporated by reference job description.

The BOCC shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Executive Director. The Executive Director shall have the right to a representative of her choice at a conference with the BOCC. The conference with the BOCC shall be the Executive Director's exclusive right to any hearing otherwise required by law.

##### 6.5 Termination Without Cause/Buyout

Notwithstanding any other provision of this Agreement, the BOCC, without cause, in its sole discretion, shall have the option to unilaterally terminate this Agreement upon the provision of written notice of such termination to the Executive Director.

If the BOCC elects the option to terminate this Agreement without cause, then Executive Director shall receive Executive Director's regular Executive Director's salary for the remainder of the Term, or 3 months, whichever is less, and shall additionally be entitled to the health insurance

**Commented [SC5]:** The agreement advances from section 4 to section 6. It may need to be renumbered if you do not have a section 5.

benefits Executive Director has elected for the same period.

Such termination payments shall be paid on the same installment basis as the Executive Director's current salary unless both parties have mutually agreed to another form of compensation.

#### ~~6.6 Unable to Perform Duties~~

~~This occurs when the Executive Director has been unable to perform all or substantially all Executive Director duties due to illness or other disability for a period of three (3) consecutive months, and it is medically determined that Executive Director is permanently disabled from performing all or substantially of the duties of the Executive Director. The determination that Executive Director is permanently disabled shall be supported by a medical opinion or certification.~~

~~In making this determination, and in order to assist the BOCC, the BOCC may, at any time the BOCC determines that a question exists as to the Executive Director's ability to perform, require that the Executive Director undergo a comprehensive medical examination by a physician of the BOCC's choice. Such examination shall occur within two weeks of the date written notice is given to the Executive Director that the BOCC is exercising its right to an examination as provided in this section.~~

~~If the Executive Director wishes to do so, Executive Director may, within one week of said examination, submit a separate report made by a physician chosen by the Executive Director and concerning all or part of the matters covered in said comprehensive medical examination.~~

#### ~~6.7.6~~ REQUIRED CONTRACT PROVISIONS

The following provisions are required to be included in this Agreement by the California Government Code:

##### *6.7.1 Limitations on Cash Settlement.*

In no case upon termination of this Agreement shall the maximum cash settlement exceed an amount equal to the monthly salary of the Executive Director multiplied by 12.

##### *6.7.1.2 Required Reimbursements.*

The Executive Director shall be required to reimburse BOS for any salary or fees she receives from BOS in relation to her placement on paid administrative leave pending criminal charges if they are convicted of a crime involving the abuse of his office/position. Regardless of the term of this Agreement, if the Agreement is terminated, the Executive Director must reimburse BOS for any cash settlement they receive in relation to his termination if he is convicted of a crime involving the abuse of his office/position.

#### 5 Delivery of Notices

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

EXECUTIVE DIRECTOR: [REDACTED]

BLUE OAK SCHOOL: 450 West East Avenue, Chico CA, 95926

Such notice shall be deemed received when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepared and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

#### 6 Jurisdiction and Venue

The parties hereby understand and agree that this Agreement, and the attachments hereto, have been negotiated and executed in the State of California and shall be governed by, and construed under, the laws of the State of California. The parties further agree that any lawsuits, legal disputes, claims, or causes of action, including but not limited to the enforcement of the terms of this Agreement, shall be filed in the Superior Court of California, County of Butte, or any adjacent county.

#### 7 Attorneys' Fees

In the event of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to attorneys' fees and costs.

#### 8 Indemnity

In accordance with the provisions of Government Code §825 and 995, the BOS shall defend the Executive Director from any and all demands, claims, suits, actions, and legal proceedings brought against the Executive Director in Executive Director's individual capacity, or official capacity as an agent and employee of the BOC, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Executive Director was acting within the scope of employment.

Upon retirement from the BOS, the Executive Director will continue to be indemnified for any actions taken against him/her related to his/her role as the Executive Director.

#### 9 Safety

In the event of public controversy or threats, if the BOCC or the Executive Director deems it necessary, the BOCC will at BOS expense provide appropriate security measures for the safety of the Executive Director and Executive Director's family.

#### 10 Integration

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party.

#### 11 Severability

If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provision shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

#### 12 Modification

No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.

#### 13 Construction of Agreement

This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

#### 14 Waiver

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

#### 15 Further Assurances

Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.

#### 16 Assignment

Since this Agreement is for the employment of Executive Director and Executive Director's specific knowledge and talents, both parties acknowledge that neither party shall assign this Agreement or any interest therein. Any such attempt to assign this Agreement is null, void and of no effect.

#### 17 Opportunity to Counsel:

The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

18 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

19 Headings

The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed this 17<sup>th</sup> day of July 2025.

\_\_\_\_\_  
Witness

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**Vicki Wonacott – Blue Oak Charter Council Chair**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

*This Employment Agreement is subject to ratification and approval  
by the Governing Board of BOS.*

## Attachment A: Executive Director Job Description

As the chief executive officer, The Executive Director implements Board decisions and manages the schools in accordance with law, the charter, and Board policies. The Executive Director is responsible for the effective operation of the school, general administration of all instructional, business, or other operations of the schools. The Executive Director all attends board meetings and has responsibilities to support Board operations and decision making.

The Executive Director is responsible to:

- Oversee the planning and implementation of the educational program through direct involvement in the charter, LCAP and SPSA process
- Works with the Board as a "governance team" and assures collective responsibility for building a unity of purpose, communicating a common vision and creating a positive organizational culture
- Accept leadership responsibility and accountability for implementing the vision, goals and policies of the school
- Supervise day-to-day operations of the school
- Ensure school safety
- Maintain a visible and accessible presence to the school community
- Advocate for Blue Oak in the greater community and with the media
- Establish and maintain professional and cooperative working relationships with all stakeholders: parents, students, staff, neighbors, authorizer, and partners
- Promote the success of all students. Monitor and analyze student performance data and reports
- Acts with dignity, treats everyone with civility and respect, and understands the implications of demeanor and behavior
- Oversee discipline including Student Study Teams, truancy referrals, suspensions, and expulsions.
- Ensure educational and regulatory compliance at all applicable laws and regulations including, but not limited to, financial, record keeping, and employment

Specific Duties Include but are not limited to:

- Oversee, support, and mentor Education Director in the implementation of the Waldorf inspired education program and Common Core requirements
- Oversee and support the Director of Operations in implementation of finance, fundraising, human resources, facilities, and other related responsibilities
- Supervise and evaluate all employees
- Oversee student assessments, state testing, and progress reports in collaboration with the Education Director and the Testing Coordinator
- Develop and maintain Safety Plans, Employee and Parent Handbooks, and the Chico Unified School District Annual Report
- Develop schoolwide policies for board approval and implementation

- Act as point person for legal issues
- Act as Chico Unified School District Liaison

The Executive Director may delegate any of his/her responsibilities and duties to other school staff but remains accountable to the Board for all areas of operation under the Executive Director's authority.





**Schools Excess Liability Fund**

1531 "I" Street, Suite 300, Sacramento, CA 95814

Toll Free (866) 453-5300; Phone (916) 321-5300; Fax (916) 321-5311

[www.selfjpa.org](http://www.selfjpa.org)

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**Excess Liability**

DECLARATION OF COVERAGE  
FOR  
PUBLIC EDUCATIONAL AGENCIES

**COVERED PARTY:** Blue Oak Charter School

450 W East Avenue

Chico, CA 95926-7238

**MOC NUMBER:** 0725-04C1376

**DATE OF ISSUE:** July 9, 2025

**COVERAGE PERIOD:** July 01, 2025 to June 30, 2026

*12:01 a.m. local time at the address of the Covered Party.*

**LIMIT OF COVERAGE:** \$54,000,000 ultimate net loss each occurrence.

**RETAINED LIMIT:** \$1,000,000 ultimate net loss each occurrence.

**CHILDHOOD SEXUAL ASSAULT RETROACTIVE DATE:** 7/1/2021

**ANNUAL CONTRIBUTION:** \$22,057.28



Dave George  
Chief Executive Officer

*This document contains a broad outline of coverage and does not include all terms, conditions, and exclusions of the Memorandum of Coverage, which can be found on the Schools Excess Liability Fund website <https://www.selfjpa.org/governing-documents-1>*

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## **SCHOOLS EXCESS LIABILITY FUND**

### **MEMORANDUM OF COVERAGE FOR PUBLIC EDUCATIONAL AGENCIES EXCESS LIABILITY COVERAGE**



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# **SELF**

This Memorandum of Coverage does not provide insurance, but instead provides for pooled self-insurance. This Memorandum is a negotiated agreement among the members of the Authority, and none of the parties to the Memorandum have a right to rely on any contract interpretation principles which require interpretation of ambiguous language against the drafter of such agreement. This Memorandum shall be applied according to the principles of contract law, giving full effect to the intent of the members of the Authority, acting through the Board of Directors in adopting this Memorandum. Laws and statutes specifically applicable to regulated insurance activities are not applicable to the interpretation of this contract.

The Authority has the right to deny coverage at any time should a condition of coverage not be met or an exclusion applies negating coverage. The Authority has no obligation to provide notice of such right to deny coverage or the potential of such a denial and no conduct or lack thereof by the Authority shall create a waiver of such right to deny coverage.

The Authority does not provide insurance and is not obligated to provide independent legal counsel to a **Covered Party** under California Civil Code 2860.

Throughout this Memorandum, words and phrases that appear in **boldface** type have special meanings. They are defined in SECTION VI, DEFINITIONS.

Schools Excess Liability Fund, Joint Powers Authority, a California public entity formed pursuant to the State of California Government Code Section 6500 *et seq.*, and other, relevant provisions of California law, hereinafter called the Authority, does hereby agree with the **Named Covered Party**, in consideration of payment of the contribution and subject to the Limit of Liability set forth in the Declarations and other terms of this Memorandum, as follows.

## SECTION I - COVERAGES

Subject to the **Named Covered Party's Retained Limit**, the Authority agrees:

- A. To reimburse the **Named Covered Party** those sums for **Ultimate Net Loss** which the **Covered Party** shall become obligated to pay as **Damages**, by reason of liability imposed by law, for each covered loss to which this Memorandum applies, caused by an **Occurrence** during the **Coverage Period**.
- B. To reimburse the **Named Covered Party** those sums for **Ultimate Net Loss** which the **Covered Party** shall become legally obligated to pay as **Damages** for which the governing board of the **Named Covered Party** is required to provide coverage in compliance with the provisions of Section 35208 or Section 72506 of the Education Code of the State of California, to which this Memorandum applies, caused by an **Occurrence** during the **Coverage Period**.
- C. To reimburse the **Named Covered Party** those sums for **Ultimate Net Loss** which the **Covered Party** shall become legally obligated to pay as **Damages** for which the **Named Covered Party** is authorized to obtain coverage under Part 6, of Division 3.6 of Title 1 of the Government Code Section 989 *et seq.*, to which this Memorandum applies, caused by an **Occurrence** during the **Coverage Period**.

## SECTION II - DEFENSE AND SETTLEMENT

- A. The Authority shall not be obligated to investigate or to defend any **Claim** for **Damages**, or to pay for or to take charge of the investigation or defense of any **Claim** for **Damages** against any **Covered Party**.
- B. At the sole discretion of the Authority, the Authority shall have the right, but not the duty, to assume defense at any time of any **Claim** for **Damages**. See also SECTION VII – CONDITIONS.
- C. Upon the finding of the Authority that a **Claim**, if not settled, may create indemnification obligations on the Authority, the Authority may have the right to settle such **Claim**. If the **Covered Party** refuses to, or prevents, settlement of the **Claim** for the amount the Authority is willing to pay and the claimant will accept, and such refusal or prevention increases the **Covered Party's** potential liability for **Damages** and continued defense costs, the **Named Covered Party** shall pay for or shall reimburse the Authority for (1) defense costs and any other claims expenses incurred after the **Claim** could have been settled; and (2) for any **Damages** awarded or settlement agreed upon in excess of the amount for which the **Claim** could have been previously settled.
- D. No **Claim** shall be settled, whether by out of court settlement, stipulated judgment or otherwise, by a **Covered Party** wherein the **Ultimate Net Loss** exceeds the **Named Covered Party's Retained Limit**, without the prior written consent of the Authority.

## SECTION III - LIMITATIONS UPON THE AUTHORITY'S LIABILITY

- A. Regardless of the number of (1) persons or entities covered under this Memorandum, or (2) persons or organizations who sustain injury or damage, or (3) **Claims** made or **Suits** brought because of injury or damage, the Authority's liability for **Damages** is limited as follows:

- 1. Subject to the provisions of subparagraph 2, set forth below, the Authority's liability for **Damages** shall be only for the **Ultimate Net Loss** in excess of the **Named Covered Party's Retained Limit** not to exceed the limit of coverage in the Declarations of this Memorandum, as the result of any one **Occurrence**. There is no limit to the number of **Occurrences** during the Memorandum **Coverage Period** for which **Claims** may be made.

The **Named Covered Party's Retained Limit** applies to each such **Occurrence** without regard to exclusions, limitations or exhaustion of aggregate limits in underlying or contributing coverage, insolvency of any insurance carrier, insurance, self-insurance pool, or any other circumstances wherein underlying or contributing coverage is uncollectible.

- 2. For each **Occurrence**, there shall be only one **Ultimate Net Loss** and one **Retained Limit** regardless of the number of claimants or **Covered Parties** against whom or which a **Claim** is made or **Suit** is brought. The **Retained Limit** applicable to such **Occurrence** shall be determined by averaging all of the involved member school districts' **Retained Limits**, combined. Liability for the **Retained Limit** thus



determined shall be apportioned among all of the involved member school districts proportionally according to the amounts of their respective **Retained Limits** under this Memorandum. This subparagraph 2 does not apply in the event that commercial insurance is available to cover the entire amount specified by the **Retained Limit**.

- B. This Memorandum applies to **Occurrences** which take place anywhere in the world during the specified **Coverage Period** stated in the Declarations of this Memorandum.
- C. With respect to liability for **Damages** of the **Covered Party** arising from the conduct or activities of a third party, as between the **Covered Party** and the Authority, the amount of the **Named Covered Party's Retained Limit** as set forth in the Declarations of this Memorandum shall be satisfied in whole or in part (as applicable, depending on how much other coverage is available) by any insurance coverage of said third party/parties which is available and applicable to the liability for **Damages** of the **Covered Party**.

If such third-party insurance coverage exceeds the **Covered Party's Retained Limit**, all of such third-party insurance coverage (whether written on a primary or an excess basis, or written as reinsurance) shall apply to the loss before the Authority's limits hereunder shall attach.

- D. An **Occurrence** with a duration of more than one **Coverage Period** shall be treated as a single **Occurrence** arising during the **Coverage Period** when the **Occurrence** ends, and under no circumstances shall the fact that said **Occurrence** has a duration of more than one **Coverage Period** entitle a **Covered Party** to more than one limit of coverage.

#### SECTION IV - COVERED PARTIES

Those covered by this Memorandum are:

- A. The **Named Covered Party**.
- B. The **Individual**, when acting solely within the scope of their duties, office, or employment for the **Named Covered Party**.
- C. Student body organizations or auxiliary organizations:
  - 1. Student body organizations which are formed and governed pursuant to Education Code Sections 48930 and 76060;
  - 2. Auxiliary organizations for community college districts which are formed and governed pursuant to Education Code Section 72670; and
  - 3. Auxiliary organizations for K-12 school districts, which are formed and governed under the same general rules and guidelines applicable to auxiliary organizations for community college districts under Education Code Section 72670, and which have been approved by their school district's school boards or other governing bodies.

# **SELF**

- D. Any person while using on behalf of the **Named Covered Party** an **Owned Automobile**, **Non-owned Automobile**, or a **Hired Automobile**, and any person or organization legally responsible for the use thereof, provided the actual use of the **Automobile** is by or with permission of the **Named Covered Party**.
1. Coverage provided by this Memorandum with respect to any person or organization other than the **Named Covered Party** does not apply:
- a. To any person or organization, or to any agent or employee thereof, engaged in selling, repairing, servicing, delivering, testing, road testing, parking or storing **Automobiles**;
- b. To the owner, lessee, lender, any agent or employee of same of any **Non-owned Automobile** or **Hired Automobile**.
- E. **Additional Covered Parties** as defined in Section VI., A. of this Memorandum.
- F. Students while participating in activities required to complete nurse training and similar Allied Health courses, but only while completing course work required by the **Named Covered Party** named in the Declarations.

## SECTION V - EXCLUSIONS

The coverage provided by this Memorandum does not apply to any of the following:

- A. To injuries or **Damages** which do not arise out of an **Occurrence** as defined in this Memorandum;
- B. To **Bodily Injury**, or to any other liability of the **Covered Party** to such employee, or to the spouse, parent, child, brother or sister of that employee, arising out of employment by the **Covered Party**. This exclusion does not apply to liability assumed under contract or to **Employment Practices Liability**;
- C. To any liability for **Damages** arising out of any act that is expected or intended from the standpoint of the **Covered Party**, including but not limited to assaults and batteries.
- This exclusion does not apply to intentional acts, including assaults and batteries, committed or directed for the purpose of protecting persons or property;
- D. To any obligation for which the **Covered Party** may be held liable under any Workers' Compensation or disability benefits law or under any similar law, plan or agreement;
- E. Any **Bodily Injury**, **Personal Injury**, or **Property Damage** arising out of the ownership, operation, maintenance, use, loading, unloading, supervision, training, monitoring or entrustment to others of any **Aircraft** owned, operated, leased, rented or loaned to, or borrowed by any **Covered Party**.

This exclusion does not apply to claims arising out of an **Aircraft** that is not subject to FAA licensing requirements while on the ground at any property that is owned by, leased to, rented by, or occupied by the **Named Covered Party** and that is used or operated solely



for instructional purposes and which instruction is authorized by, sponsored and supervised by, at all times, the **Named Covered Party**.

- F. To liability for **Damages** arising out of the ownership, maintenance, operation, use, loading or unloading of:
1. Any watercraft owned or operated by or rented or loaned to a **Covered Party**, or
  2. Any other watercraft operated by any person in the course of employment by any **Named Covered Party**, but this exclusion does not apply to manually powered boats, or sailboats under 26 feet in length, or powerboats with 25 horse power or less, or charter operators or common carriers, or to watercraft owned or operated by the United States Military; or watercraft used by the **Named Covered Party** within its curriculum and specifically endorsed to this Memorandum.
- G. To any liability for **Damages** arising out of the ownership, maintenance, operations, use, loading or unloading of any motorized vehicle or watercraft, licensed or unlicensed, while participating in any speed contest or practice sessions, but this exclusion shall not apply to fire and police department training programs;
- H. To any liability for **Damages** arising out of the ownership, use or maintenance of any trampoline. This exclusion does not apply to exercisers, mini trampolines, or similar rebounding devices when used in conjunction with an Individual Education Program;
- I. To any liability for **Damages**, including **Claims** for future medical surveillance, caused by or arising out of:
1. Asbestos, asbestos fibers or asbestos products, or out of any obligation to indemnify another or contribute with another for **Damages** caused by or arising directly or indirectly out of asbestos, asbestos fibers, or asbestos products, or
  2. Any supervision, instructions, recommendations, notices, warnings or advice given or which should have been given in connection with asbestos, asbestos fibers or asbestos product, or the presence, removal or abatement thereof.
- J. To any liability for physical damage to, destruction of, or diminution in value of any **Automobile** owned by, rented to, leased to, borrowed by, being used for, or in the care, custody, control, or charge of the **Covered Party**;
- K. To any liability for **Damages** arising out of injury, sickness, disease, death or destruction:
1. With respect to which a **Covered Party** is insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  2. Resulting from the **Hazardous Properties of Nuclear Material** and with respect to which:



- a. Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
  - b. The **Covered Party** is, or had such policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or
3. Resulting from the **Hazardous Properties of Nuclear Material**, if:
- a. The **Nuclear Material** is at any **Nuclear Facility** owned by, or operated by or on behalf of a **Covered Party**, or has been discharged or dispersed therefrom;
  - b. The **Nuclear Material** is contained in **Spent Fuel** or **Waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of a **Covered Party**; or
  - c. The injury, sickness, disease, death or destruction arises out of the furnishing by a **Covered Party** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operations or use of any **Nuclear Facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this part c. applies only to injury to or destruction of property at such **Nuclear Facility**;

**Hazardous Properties** include radioactive, toxic or explosive properties;

**Nuclear Facility** means:

1. Any **Nuclear Reactor**;
2. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **Spent Fuel**, or (3) handling, processing or packaging **Waste**;
3. Any equipment or device used for the processing, fabricating or alloying of special **Nuclear Material** if at any time the total amount of such material in the custody of the **Covered Party** at the premises where such equipment or device is located consists of or contains more than 25 grams plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **Waste** and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

**Nuclear Material** means **Source Material**, **Special Nuclear Material**, or **Byproduct Material**.

# **SELF**

**Nuclear Reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

**Source Material, Special Nuclear Material, and Byproduct Material** have the meanings given in the Atomic Energy Act of 1954 or in any law amendatory thereof.

**Spent Fuel** means fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **Nuclear Reactor**.

**Waste** means any waste material, (a) containing a **Byproduct Material** and (b) resulting from the operation by any person or organization of any **Nuclear Facility** included within the definition of **Nuclear Facility**.

With respect to injury to or destruction of property, the word injury or destruction includes all forms of radioactive contamination of property.

L. To any liability for **Damages**, loss, cost, or expense:

1. Arising out of, or that would not have occurred in whole or in part but for, the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** at any time, however, wherever or whenever occurring and by whomever caused or alleged to have been caused;
2. Arising out of any **Claim, Suit**, governmental direction or request, request, demand or order, whether by or on behalf of a governmental authority or not, that any **Covered Party** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of pollution or **Pollutants**:
  - a. At any premises owned, rented or occupied by any **Covered Party**;
  - b. At or from any site or location used by or for any **Covered Party** or others for the handling, storage, dispersal, processing or treatment of waste;
  - c. Which are at any time transported, handled, stored, treated or disposed of; or processed as waste by or for any **Covered Party** or any person or organization for whom any **Covered Party** may be legally responsible; or
  - d. At or from any site or location on which the **Covered Party** or any contractors or subcontractors working directly or indirectly on the **Covered Party's** behalf are performing operations:
    1. If the **Pollutants** are brought on or to the site or location in connection with such operation; or
    2. If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the **Pollutants**;

This exclusion does not apply to **Bodily Injury or Property Damage** caused directly and immediately by heat, smoke or fumes from a "hostile fire" in a building (or contents thereof)

# **SELF**

owned, rented or occupied by the **Named Covered Party**. As used in this exclusion, a "hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be;

- M. Punitive damages, exemplary damages, treble or multiples of damages, statutory multiples damages, or by whatever name called, including fines or penalties imposed upon any **Covered Party**. This exclusion applies regardless of the **Covered Party's** agreement to pay such **Damages**;
- N. To liability for civil fines or injunctive relief, including attorney's fees awarded with these liabilities;
- O. To any liability based on the **Covered Party's** obtaining of financial gain to which the **Covered Party** was not legally entitled;
- P. To any liability for **Damages** for either the actual or alleged use, misuse, mismanagement or loss of funds, grants, or appropriations, nor for the return of such funds, grants, or appropriations for any reason.

This exclusion does not apply to defense expenses arising out of these actions;

- Q. To any liability for **Employment Practices Liability** for which a **Covered Party** has assumed another's liability pursuant to a contract or agreement;
- R. To any liability for **Employment Practices Liability** committed by the **Covered Party** or at the **Covered Party's** direction intentionally for the purpose of causing harm or with dishonest, fraudulent, criminal or malicious purpose or intent;
- S. To any liability for any **Employment Practices Liability Claim** seeking **Damages** or other relief, direct or consequential, for or arising out of **Bodily Injury**, sickness, loss of consortium, disease, or death of any person; but this exclusion does not apply to emotional distress, mental anguish, or humiliation as part of a **Claim** for **Employment Practices Liability**;
- T. To any liability for any **Employment Practices Liability Claim** seeking **Damages** or other relief, direct or consequential, arising from physical injury to or destruction of any tangible property, including loss of use thereof;
- U. To any liability arising out of a lock-out, picket line, replacement or other similar actions in connection with labor disputes or labor negotiations;
- V. To any liability arising out of the Workers' Adjustment and Retraining Act, the Fair Labor Standards Act, or any similar federal, state, or local law;
- W. To any liability for any **Employment Practices Liability Claim** seeking insurance benefits which the claimant may have been entitled to receive pursuant to any federal or state law or regulation regarding the continuation of insurance after termination of employment;

# **SELF**

- X. To any **Suit** in which the relief sought by the **Employee** is other than for **Damages**, including but not limited to, proceedings seeking declaratory relief, disgorgement, job reinstatement, non-monetary equitable relief, punitive **Damages** or exemplary **Damages**, civil or criminal fines or penalties or multiple amounts of compensation, unless such relief is sought as part of a **Claim** in which the **Employee** also seeks **Damages** for an **Employment Practices Liability Claim**; or
- Y. To liability arising out of breach of any written, oral, express, implied, actual, or constructive contract, agreement, warranty, guarantee or promise or the failure to enter into or renew because of any of these.

This exclusion does not apply to any liability or obligation that is covered by this Memorandum that the **Named Covered Party** would have in the absence of such contract or agreement.

- Z. To liability caused by, based upon, or arising out of alleged or actual infringement, theft of, or violation of, any intellectual property rights of others, including, but not limited to, patent rights or misappropriation, trademark, service mark, collective mark, certification mark, trade dress, or trade secrets.
- AA. To liability arising out of any unauthorized access to, or disclosure of, personally identifiable information, as defined by the United States Code of Federal Regulations or by any similar or related state laws or regulations.

This exclusion also applies to any unauthorized access to, or disclosure of, any organization's trade secrets or any confidential information, including but not limited to, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion also applies to notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by any **Covered Party**.

- BB. To liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- CC. To liability arising out of violation of The Telephone Consumer Protection Act, the CAN-SPAM Act of 2003, the Fair Credit Report Act, The Fair and Accurate Credit Transactions Act, any other similar California statute or regulation or any amendment of any of these statutes or regulations that prohibits or limits printing, distribution, dissemination, disposal, collecting, recording, sending, transmitting, communication in any fashion.
- DD. To liability caused by or arising out of any violation of state or federal antitrust, unfair competition, trade practices or restraint-of-trade laws.

# **SELF**

- EE. To liability for any **Bodily Injury, Personal Injury, or Property Damage, Employment Practices Liability, or Errors and Omissions Claim or Suit**, arising out of or related, in whole or in part, to a **Communicable Disease**, the fear or threat of a **Communicable Disease**, whether actual or perceived, any order, guideline, requirement or recommendation of any governmental authority regarding a **Communicable Disease**, the actual or alleged transmission, spread or failure to prevent, suppress, or remove a **Communicable Disease**, or the reporting of, monitoring of, disclosure of, testing for, or failure to report, monitor, or disclose a **Communicable Disease**.

This exclusion also applies to any loss, cost, or expense arising out of any:

1. Request, demand, order, or statutory or regulatory requirement that any **Covered Party** or others, test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of, any **Communicable Disease**; or
2. Any **Claim** or **Suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or the failure to perform any of the foregoing, or in any way respond to or assessing the effects of any **Communicable Disease**.

This exclusion applies regardless of whether any other cause, event, material, product or incident of whatever kind or nature contributed, concurrently or in any sequence, to the actual or alleged liability, injury, loss, damage, claim, cost, expense or any other payment of any kind.

- FF. Any **Claim** or **Suit** by a **Covered Party** against another **Covered Party**.
- GG. Liability assumed by a **Covered Party** under any contract or agreement where the party for whom or for which liability is assumed is solely negligent or engaged in wrongful actions or omissions of actions.
- HH. This Memorandum does not apply to any **Claim** or **Suit** that arises out of or is in any way related to **Childhood Sexual Assault**.
- II. Any **Claim** or **Suit** caused by or resulting from, in whole or in part, a criminal act, or any fraudulent or malicious act, error, or omission committed by or with the knowledge or consent of the **Covered Party**.

This exclusion does not apply to a **Claim** or **Suit** until it is determined by the Authority, in its sole discretion, that the **Claim** or **Suit** arose out of the **Covered Party's** criminal act, or any fraudulent or malicious act, error, or omission, or was committed by or with the knowledge or consent of a **Covered Party**, which shall not be imputed to any other **Covered Party**.

## SECTION VI - DEFINITIONS

- A. **Additional Covered Party** means any person, organization, trustee or estate who is specifically endorsed to this Memorandum of Coverage by written endorsement or to whom or to which the **Named Covered Party** is obligated by virtue of a written contract to provide coverage as is afforded by this Memorandum, but only with respect to operations performed by or on behalf of the **Named Covered Party** or facilities owned or used by the **Named Covered Party**, and only for an **Occurrence** taking place during the **Coverage Period** identified in the written endorsement. The limit and scope of coverage afforded by endorsement to this Memorandum shall be no broader than that which is required by such contract and shall in no event be broader than the coverage afforded by the written endorsement under this Memorandum.

This coverage does not extend, either with respect to defense or indemnity, to the sole negligence, or to the willful misconduct of any **Additional Covered Party** who is an **Additional Covered Party** by reason of a contract or agreement with the **Named Covered Party**.

- B. **Aircraft** means: A vehicle designed to operate principally in the air. This does not include **Unmanned Aerial Systems** or rockets that are operated within FAA regulations, orders or other guidelines.
- C. **Automobile** shall mean a land motor vehicle, trailer, or semi-trailer, subject to motor vehicle registration. An **Automobile** shall be classified as:
1. **Owned Automobile** shall mean an **Automobile** owned, in whole or in part, by the **Named Covered Party** or registered in the name of the **Named Covered Party**;
  2. **Hired Automobile** shall mean an **Automobile** that is not an **Owned Automobile** used under contract by a **Named Covered Party**; and
  3. **Non-owned Automobile** shall mean an **Automobile** that is neither an **Owned Automobile** nor a **Hired Automobile**.
- D. **Bodily Injury** means bodily injury, sickness or disease sustained by any person which occurs during the **Coverage Period**, including death at any time resulting therefrom.
- E. **Childhood Sexual Assault** means: Any actual, attempted, or alleged act or threat, by one or more persons, of wrongful conduct or wrongful act(s) involving sexual or obscene conduct against, to, or with a minor. Wrongful conduct and acts, whether actual or simulated, include but are not limited to, sexual conduct or misconduct as defined in the California Code of Civil Procedure 340.1(d) or any amendments thereto, including any future amendments enforced retroactively.
- F. **Claim** means an allegation of **Bodily Injury**, **Personal Injury**, **Property Damage**, **Employment Practices Liability**, or **Errors and Omissions** for which a **Covered Party** seeks coverage under this Memorandum or a demand for **Damages**, including the filing of a government claim, including DFEH claim or EEOC claim, or **Suit**, or initiation of arbitration against a **Covered Party**.

# **SELF**

- G. **Communicable Disease** means one or more of any pathogen(s), including but not limited to, bacteria, viruses, markers, microbial agents, microorganisms, microbial matter, biological organisms, parasites, insects, protozoa, or any other source, combination, variant or mutation thereof, capable of transmission or spreading by any means from any source.
- H. **Coverage Period** means the period beginning with the Effective Date shown in the Declarations and ending on the Expiration Date shown in the Declarations, unless terminated as provided in Section VII. B. of this Memorandum.
- I. **Covered Party** means one defined as such in Section IV – Covered Parties.
- J. **Damages** means compensation in money which a **Covered Party** is legally obligated to pay as a result of a **Claim**. **Damages** include: (1) attorney fees not based on contract awarded against the **Covered Party**, (2) interest on judgments, or (3) costs, for which the **Covered Party** is liable either by adjudication or by compromise with the prior, written consent of the Authority, if the fees, interest or costs arise from an **Occurrence** to which this coverage applies.
- Damages** shall not include those sums determined to be owed by a **Covered Party** as contract damages, including, but not limited to, any wages, salary, or benefit owed for work performed, or (whether prospective or retrospective) resulting from promotion or reinstatement, or any damages owing under an express contract of employment or an express obligation to make severance payments in the event of termination of employment.
- Damages** with respect to employment practices liability also shall not include amounts awarded under a labor grievance or arbitration pursuant to a collective bargaining agreement, nor sums paid pursuant to any judgment or agreement, whether injunctive or otherwise, to undertake actions to correct past discriminatory or unlawful conduct or to establish practices or procedures designed to eliminate or prevent future discriminatory or other unlawful conduct, or any nonmonetary relief.
- K. **Discrimination**, as respects **Employment Practices Liability**, means the actual or alleged failure to employ, failure to promote, or transfer, or the suspension, demotion or termination of, any **Employee** because of race, color, creed, national origin, sex, sexual orientation or preference, religion, age, gender, disability or handicap or pregnancy.
- L. **Employee** means any present or former employee of the **Named Covered Party** or any applicant for employment by the **Named Covered Party** named in the Declarations.
- M. **Employment Practices Liability** means liability for actual or alleged:
1. Wrongful Termination by a **Named Covered Party** of an **Employee**;
  2. **Discrimination** by any **Covered Party** against an **Employee** of the **Named Covered Party**; or
  3. Sexual harassment, which does not include sexual assault, by a **Covered Party**.

# **SELF**

- N. **Errors and Omissions** means any actual or alleged misstatement or misleading statement or act or omission or neglect or breach of duty including misfeasance, malfeasance or nonfeasance by **Individuals** individually or collectively in the discharge of their duties with the **Named Covered Party**, or any matter claimed against them solely by reason of their being or having been public officials.
- O. **Individual** means a person who is a past or present elected or appointed official, employee or volunteer of the **Covered Party**, whether or not compensated while acting for or on behalf of the **Covered Party**, including while acting on outside boards at the direction of the **Covered Party**.
- P. **Named Covered Party** means the public agency named in the Declarations. This includes any members of the public agency that have been duly authorized and approved by said public agency.
- Q. **Occurrence** means an accident or event, including continuous or repeated exposure to conditions, which, during the **Coverage Period**, results in injury or damage to which this coverage applies; provided, such injury or damage is neither expected nor intended from the standpoint of the **Covered Party**.

With respect to **Personal Injury: Occurrence** means an offense described in the definition of that term in this "Section VI - Definitions," that is committed during the **Coverage Period**.

With respect to **Errors & Omissions: Occurrence** means an offense described in the definition of that term in this "Section - VI Definitions" that is committed during the **Coverage Period**, provided that the injury is neither expected nor intended from the standpoint of the **Covered Party**.

- R. **Personal Injury** means:
1. False arrest, detention or imprisonment or malicious prosecution;
  2. Publication or utterance of a libel or slander or of other defamatory or derogatory material, or a publication or utterance in violation of an individual's right of privacy;
  3. Wrongful entry or eviction or other invasion of the right of private occupancy;
  4. Discrimination or violation of civil rights other than **Employment Practices Liability**, not intentionally committed by or at the direction of the **Covered Party**;
  5. Sexual harassment, which does not include sexual assault, not intentionally committed by or at the direction of the **Covered Party**; or
  6. **Employment Practices Liability**.
- S. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, mold, radiation, waste and any other irritant or contaminant. **Waste** includes materials to be recycled, reconditioned or reclaimed. The term **Pollutants** as used herein is not defined to mean potable water or agricultural water or water furnished to commercial users.





T. **Property Damage** means:

1. Physical injury to or destruction of tangible property which occurs during the **Coverage Period**, including the loss of use thereof at any time resulting therefrom;
2. Loss of use of tangible property which has not been physically injured or destroyed, provided such loss of use is caused by an **Occurrence** during the **Coverage Period**.

U. **Retained Limit** means the amount of **Claim** liability for **Damages** covered by this Memorandum, for which the **Named Covered Party** is responsible on a per **Occurrence** basis, after making proper deduction for all recoveries and salvages collectible. The member must incur or become liable for the full amount of the **Retained Limit** before the Authority is obligated, in its sole discretion, to reimburse the member for any covered **Damages** under this Memorandum. The **Named Covered Party's Retained Limit** also includes defense attorney fees and costs incurred by the **Named Covered Party** in defense of the **Claim** to the extent that the **Claim** is potentially covered under this Memorandum, and also includes court costs, allocated loss adjustment expenses, and other associated costs and expenses, but does not include any salaries of the **Named Covered Party's** regular employees, nor any defense attorney fees or costs incurred in the defense of **Claims** for which there was no potential for coverage under this Memorandum.

V. **Suit** means a civil proceeding in which the recovery of **Damages** is sought. A **Suit** includes a civil action in court; an arbitration proceeding to which a **Covered Party** must submit, or does submit with the Authority's prior written consent, and any other alternative dispute resolution proceeding in which **Damages** are claimed and to which a **Covered Party** submits with the Authority's prior written consent.

W. **Ultimate Net Loss** as contained in the Declarations of this Memorandum, means the amount of **Claims** liability for **Damages** for which the **Covered Party** is liable, on a per **Occurrence** basis, either by (1) adjudication, or (2) settlement, both requiring prior written consent of the Authority, after making proper deduction for all recoveries and salvages collectible. The **Ultimate Net Loss** also includes defense attorney fees and costs of the **Covered Party** in defense of the **Claim** and also includes court costs, allocated loss adjustment expenses, but does not include any salaries of the **Named Covered Party's** regular employees. **Ultimate Net Loss** shall not include any **Damages** recovered against a **Covered Party**, or defense expenses incurred, because of liability that is not covered by this Memorandum.

X. **Unmanned Aerial System** means: An unmanned aircraft, including all of the associated support equipment, control station, data links, telemetry, communications and navigation equipment, etc., necessary to operate the unmanned aircraft.

## SECTION VII - CONDITIONS

- A. Arbitration: In the event that a question or dispute arises between the Authority and a **Named Covered Party** concerning the applicability of the coverage provided by this Memorandum to an **Occurrence** or **Claim** against the **Covered Party**, the following procedures shall be followed:
1. No party is entitled to appeal or arbitrate claims under this Memorandum other than the **Named Covered Party**, student body organization or auxiliary organization under Section IV – Covered Parties. Specifically, employees and officials are not intended to be third party beneficiaries of this agreement and shall have no right to bring an action against the Authority for a declaration of rights to protection under this Memorandum. The sole remedy of any such **Employee** or official shall be the **Employee's** or official's right to defense or indemnity against the employing **Named Covered Party**, student body organization or auxiliary organization under the provisions of the California Government Code.
  2. Request for Reconsideration. The **Named Covered Party** shall make a written request to the Authority or the appropriate committee to reconsider its position, citing the arguments in favor of the **Named Covered Party** and any applicable case law that applies. The **Named Covered Party** may also request the opportunity to make a personal presentation to that committee.
  3. Committee Appeal. The committee responsible for the program or having jurisdiction over the decision in question will review the matter and reconsider the Authority's position. If the **Named Covered Party** requesting reconsideration is represented on the committee having jurisdiction, that committee member shall be deemed to have a conflict and shall be excluded from any vote.
  4. Board of Directors Appeal. If the **Named Covered Party** is not satisfied with the outcome of the committee appeal, the matter will be brought to the Board of Directors for reconsideration, upon request of the **Named Covered Party**. If the **Named Covered Party** requesting reconsideration is represented on the Board, that Board member shall be deemed to have a conflict and shall be excluded from any vote.
  5. If the **Named Covered Party** is not satisfied with the outcome of the Board of Directors appeal, the next step in the appeal process shall be arbitration. The arbitration may be binding or non-binding, as mutually agreed upon by the parties. The matter will be submitted to a mutually-agreed-upon arbitrator, or to a panel of arbitrators, as the parties may agree, for a determination. If binding arbitration is selected, the decision of the arbitrator or panel of arbitrators will be final and conclusive and the **Named Covered Party** and the Authority will abide by the decision of the arbitrator. The **Named Covered Party** and Authority shall bear the costs of their own representation. The cost of arbitrator(s) and facilities will be shared equally by the involved **Named Covered Party** and the Authority.

- B. Assignment: No purported assignment of rights or interests under this Memorandum shall bind the Authority without its written consent.
- C. Bankruptcy or Insolvency: Bankruptcy or insolvency of the **Covered Party** shall not relieve the Authority of any of its obligations hereunder.
- D. Changes: This Memorandum may not be amended or changed in any respect, nor shall any provision of this Memorandum be deemed to have been waived by the Authority, unless and until a written endorsement which expressly so amends this Memorandum or waives a provision thereof has been duly issued by the Authority and made a part of the Memorandum.
- E. Claims Information: As a condition precedent to coverage hereunder, the **Named Covered Party** will submit accurate loss data regarding all **Claims** to which coverage could apply made against any **Covered Party** within the preceding ten (10) years or within such longer time period as sound underwriting principles require and the Authority's underwriters require, to the Authority at the Authority's request. Such data shall be furnished promptly, and in no event later than thirty (30) calendar days after the Authority requests it.
- F. Contribution Payment: The annual contribution payment shall be due and payable upon inception of coverage and each renewal thereafter. The amount of annual contribution will be based on rates in effect at the inception of this Memorandum and on each subsequent anniversary. Contributions shall include any assessment required by the Authority, in accordance with the Bylaws. The Authority shall not be required to perform any obligations under this Memorandum if all contributions and assessments are not paid in accordance with the Bylaws.
- G. Limit of Liability: As provided in the Declarations, if a sub-limit is specified in any other coverage available to the **Covered Party**, this Memorandum has no obligation to provide any benefits for the **Covered Party** unless and until the **Claim** or **Suit** that is subject to that sub-limit exhausts the **Retained Limit** as shown in the Declarations.
- H. Litigation. If, after following the dispute resolution procedure set forth in paragraphs L. 1. through 5., above, either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as a possible remedy to the dispute. Such litigation shall be brought in the Superior Court of California in the County of Sacramento.

Under no circumstances shall the Authority be liable for consequential damages, "bad faith" damages, or any sums beyond the amounts due under Section I – Coverages, plus interest at the same rate as the Authority earned on investments for the time period involved.

- I. **Notice of Accident or Occurrence, Claim, or Suit:** The following provisions are conditions precedent to coverage under this Memorandum. The **Covered Party's** failure to comply with any of these provisions shall void the coverage provided herein.
1. The **Named Covered Party** shall notify the Authority in writing within 60 days upon receipt of notice of a **Claim** reportable under Section 3 below, or the setting of a reserve on any **Claim** or **Suit**, including multiple **Claims** or **Suits** arising out of one **Occurrence**, such that the paid plus reserved amounts exceed twenty-five percent (25%) of the **Named Covered Party's Retained Limit**. Written notice containing particulars sufficient to identify the **Covered Party** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the **Covered Party** and of available witnesses, shall be given by or for the **Named Covered Party** to the Authority or any of its authorized agents as soon as possible.
  2. If **Claim** is made or **Suit** is brought against the **Covered Party**, and such **Claim** or **Suit** falls within the description in paragraph 1 above, the **Named Covered Party** shall be obligated to forward to the Authority every demand, notice, summons or other process received by it or its representative.
  3. Irrespective of the amount of **Damages** sought or the probable dollar value of the **Claim**, all **Claims** or **Suits** served upon the **Covered Party** shall be reported to the Authority no later than sixty (60) days after their receipt by the **Named Covered Party**, or, if the **Named Covered Party** is a member of a joint powers agency which provides risk-pool coverage below the Authority's point of attachment, no later than sixty (60) days after their receipt by said joint powers agency, if they involve any of the following:
    - a. Permanent brain or neurological damage/trauma;
    - b. Head or brain injuries resulting in permanent disorientation, behavior disorders, personality changes, seizures, aphasia or coma;
    - c. Death;
    - d. Paraplegia, quadriplegia, or paralysis;
    - e. Spine or back injuries;
    - f. Major cosmetic disfigurement;
    - g. 2<sup>nd</sup> or 3<sup>rd</sup> degree burns over more than 25% of the body;
    - h. Loss of limb, sight, speech, hearing, or other sense;
    - i. Libel, slander, or defamation of character;
    - j. Molestation, sexual assault, or rape;
    - k. Multiple-injury occurrences, including those involving students;

- l. Any class action **Suit**;
  - m. Title 42, United States Code Section 1983 cases in which a complaint has been served and the plaintiff is represented by legal counsel;
  - n. Title VII (Title 42, United States Code Section 2000e, *et seq.*) cases in which a complaint has been served and the plaintiff is represented by legal counsel;
  - o. Any **Claims of Employment Practices Liability**;
  - p. Any medical services furnished at a facility maintained by the **Covered Party** principally for the benefit or convenience and use by the **Covered Party's** employees and/or students;
  - q. Civil Code §51, any **Claim** filed under the UNRUH civil rights act;
  - r. Any **Claim** or **Suit** which carries an exposure of an award of plaintiff's attorney fees;
- 4. The **Covered Party** shall cooperate fully with the Authority and, upon its request, assist in making settlements, in the conduct of **Suits**, and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Covered Party** because of all **Damages** with respect to which coverage is afforded under this Memorandum; and the **Covered Party** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.
- 5. The **Covered Party** shall not, except at its own cost, voluntarily make any payment, assume any obligation or incur any expense; however, in the event that timely notice of the **Claim** has been given to the Authority and the amount of **Ultimate Net Loss** thereafter becomes certain either through trial court judgment or through agreement among the **Covered Party**, the claimant and the Authority, then the **Named Covered Party** may pay the amount of judgment or compromise to the claimant to effect the settlement and, upon such submission of due proof thereof, the Authority shall reimburse the **Named Covered Party** for that part of such payment which is in excess of the **Retained Limit**, or will, upon request of the **Named Covered Party**, and at the sole discretion of the Authority, make such payment to the claimant on behalf of the **Covered Party**.
- 6. The Authority shall be entitled to complete access to the **Covered Party's** claim file, the defense attorney's complete file, and all investigation material and reports, including all evaluations and information on negotiations. The **Named Covered Party** shall be responsible to report on the progress of the litigation and any significant developments at least quarterly to the Authority, and to provide the Authority with simultaneous copies of all correspondence provided to the **Covered Party** in which a demand for an amount that is within the Authority's layer of coverage is made.

# **SELF**

- J. No Voluntary Payments: The **Named Covered Party** must obtain the prior, written consent of the Authority before any **Covered Party** may make any payments, assume any obligation, or incur any defense attorneys' fees or costs or any other expense with respect to a **Claim** that is covered by this Memorandum and within the Authority's layer of coverage, and that the **Named Covered Party** therefore expects to be paid by the Authority. The Authority's consent shall not be unreasonably withheld. Except in the circumstances described in Condition I.5., above, any such expenses that are incurred on a **Claim** without the Authority's prior consent, shall remain the obligation of the **Named Covered Party**.
- K. Other Coverages: It being recognized that similar coverage contracts contain Other Coverages Clauses or Other Insurance Clauses, it is therefore intended, understood, and agreed that:
1. Notwithstanding the terms and conditions of any Other Coverage, or Other Insurance, Clause or Clauses in any pooled coverage memorandum, or insurance policy or policies, where other coverage is available to the **Covered Party** (whether such policy is issued to the **Named Covered Party** or extends to it as employer, employee, or agent, or in any other capacity), the coverage afforded hereunder is intended to be, and shall be, excess coverage; and under no circumstances shall the coverage afforded hereunder be considered pro rata, concurring, or co-existent.
  2. If any other coverage is available to the **Covered Party**, whether such coverage is called primary, excess, or pro rata with, other valid and collectible self-insurance, indemnity funds, risk-pool coverage, or insurance, or not, the coverage afforded hereunder shall not apply until such other coverage has been exhausted, provided that this clause does not apply with respect to excess insurance purchased specifically to be in excess of this Memorandum.
  3. This Memorandum shall follow the terms, conditions, agreements, definitions, and exclusions that are contained in any other coverage within the **Named Covered Party's Retained Limit** that is available to the **Covered Party**, except with respect to any provisions to the contrary contained in this Memorandum, but in no event shall this Memorandum grant broader coverage to the **Covered Party** than is provided in that other coverage.
  4. If any other coverage is reformed after any **Occurrence, Claim or Suit** is filed against or known by any **Covered Party** to retroactively provide coverage, the terms of that reformation shall not apply to this Memorandum.
- L. Right to Assign Counsel: The Authority has the right to appoint and assign legal counsel at its sole discretion.
- M. Right to Associate: The Authority has the right, but not the duty, to be associated with any **Named Covered Party**, or any underlying coverage, in the control, negotiation, investigation, defense, or appeal of any **Claim, Suit**, or proceeding at the sole discretion of the Authority.

- N. Right to Audit: The **Named Covered Party** will keep records needed to compute the contribution in accordance with SECTION VII A., and will send copies of those records when the Authority asks for such records. The Authority has the right to examine and audit all records of the **Named Covered Party** which relate to this program, including claim files, ledgers, journals, registers, vouchers, contracts, disbursement records, and programs for storing and retrieving data. Information developed by the audit will be used to determine contributions. The Authority has the right to conduct audits during regular business hours while this Memorandum is in force and within three years after the date of the final settlement of all **Claims. Suits** or any payments made under this Memorandum throughout the term of this Memorandum. The **Named Covered Party** shall reimburse the Authority for all expenses that the Authority reasonably and necessarily incurs in performing a field audit of any liability **Claims** or **Suits** against the **Named Covered Party**.
- O. Severability of Interests: The term **Covered Party** is used severally and not collectively, except when preceded by "a" or "any". The limit of liability and **Retained Limit** as stated in the Declarations apply separately to each **Named Covered Party**, except as provided in Section III.A.2. above.
- P. Subrogation: Inasmuch as the coverage provided hereunder is excess coverage, the **Covered Party's** right of recovery against any person or other entity cannot be exclusively subrogated to the Authority. It is therefore agreed that in the event of any payment under this Memorandum, the Authority shall act in concert with all other interests (including the **Covered Party**) concerned, in the exercise of such rights of recovery. Any amounts so recovered shall first be applied to reimburse any interests, if any, that have paid an amount over and above any payment that is made hereunder by the Authority, up to the amount paid by such interest; the Authority will then be reimbursed, out of any balance then remaining, up to the amount paid hereunder; and all interests (including the **Covered Party**) as to which the coverage provided hereunder is excess, will be entitled to the remaining amount, if any. The costs of pursuing such recovery shall be apportioned between those who recover payment, in proportion to their respective recoveries. The **Covered Party** shall execute and deliver all instruments and papers and do whatever else is necessary to transfer and secure all of its rights of recovery against any person or organization to the Authority and all other interests concerned. The **Covered Party** shall do nothing at any time to prejudice such rights.
- Q. Statutory Provisions: Terms of the Memorandum which are in conflict with the statutes of the State of California are amended to conform to such statutes.
- R. Termination: This Memorandum, and all coverage provided thereby, may be terminated at any time in accordance with the Bylaws of the Authority.



## AMENDMENT TO SCHOOLS EXCESS LIABILITY FUND MEMORANDUM OF COVERAGE

### EXCESS CHILDHOOD SEXUAL ASSAULT LIABILITY COVERAGE

#### ENDORSEMENT NO. 3

All terms, conditions, exclusions and other limitations as set forth in the SELF Memorandum of Coverage for Public Educational Agencies Excess Liability Coverage apply, unless specifically changed herein by this Endorsement. This endorsement changes the SELF Memorandum. Please read it carefully.

The Memorandum is hereby amended:

#### SECTION I - COVERAGES

Section I, paragraph D. is hereby added:

- D. Subject to the **Retained Limit**, the Authority agrees to reimburse the **Named Covered Party** those sums for **Ultimate Net Loss** in excess of the **Retained Limit** which the **Named Covered Party** shall become legally obligated to pay as **Damages**, by reason of liability imposed by law because of negligent hiring, retention, or supervision of an **Employee** resulting in **Childhood Sexual Assault**, or failure to comply with any statute requiring the mandatory reporting of any known or suspected **Childhood Sexual Assault** by the **Employee** provided that the **Claim** or **Suit**, if no prior **Claim** or **Suit** has been tendered to the Authority, is first received by the **Named Covered Party** during the **Coverage Period** and reported to the Authority in compliance with SECTION VII, Conditions, paragraph C., subsection 3, below. For purposes of this Coverage, acts of **Childhood Sexual Assault** by an **Employee**, or **Employees**, that commenced while the victim(s) were minors but continue with sexual molestation or assault after the victim(s) reached the age of majority shall be considered part of the same **Childhood Sexual Assault**.





### SECTION III - LIMITATIONS UPON THE AUTHORITY'S LIABILITY

Section III, paragraph E. is hereby added:

- E. The **Ultimate Net Loss** is the most the Authority will pay regardless of the number of **Named Covered Parties, Covered Parties, Claims, and Suits** arising out of the same or related **Childhood Sexual Assault**. All **Damages** arising out of **Childhood Sexual Assault** acts by the same person, or two or more persons acting together, during any period of coverage provided by the Authority to the **Named Covered Party** shall be considered one **Claim** or **Suit** and subject to one **Retained Limit**, regardless of the number of **Childhood Sexual Assault** acts, the number of claimants, civil actions, claims, or persons acted upon, or the period of time over which such acts occur. If such **Claim** or **Suit** relating to the same **Employee(s)** involves more than one Member district, the provisions of Section III, paragraph A., 2. shall apply.

### SECTION V - EXCLUSIONS

Section V, paragraph C.

- C. To any liability for **Damages** arising out of any act that is expected or intended from the standpoint of the **Covered Party**, including but not limited to assaults and batteries.

Subsection 2. Is hereby added:

2. This exclusion does not apply to **Childhood Sexual Assault**. See Exclusion LL.

Exclusion HH. does not apply to this endorsement.

Exclusion LL. is hereby added:

- LL. The following exclusions apply to **Claims** or **Suits** arising out of or in any way related to **Childhood Sexual Assault** or related series of **Childhood Sexual Assault** as described in Section III.E:
1. Any **Childhood Sexual Assault** that ended prior to the **Retroactive Date** shown in the Liability Declarations Page;
  2. Any **Claim** or **Suit** which is made or **Child Sexual Assault** that takes place after expiration of the **Coverage Period** except as provided in Section VII., paragraph 3;
  3. Any **Claim** or **Suit**, notice of which was previously provided to the Authority prior to the **Retroactive Date** shown in the Liability Declarations Page;

4. Any **Claim** or **Suit**, notice of which was previously provided to the Authority after the **Retroactive Date** but prior to the **Coverage Period**;
5. Any **Childhood Sexual Assault** that is expected or intended by the **Covered Party**.

This exclusion does not apply to a **Claim** or **Suit** until it is determined by the Authority, in its sole discretion, that the **Claim** or **Suit** arose out of the **Covered Party's** intended or expected **Childhood Sexual Assault** act, which shall not be imputed to any other **Covered Party**.

6. Any **Claim** or **Suit** caused by or resulting from, in whole or in part, a failure to comply with any statute requiring the mandatory reporting of any known or suspected **Childhood Sexual Assault**.

This exclusion does not apply until it is determined by the Authority, in its sole discretion, that the **Claim** or **Suit** arose out of the **Covered Party's** intentional, knowing, or willful failure to comply with the statute, or a conscious disregard of the statutory reporting requirements, which shall not be imputed to any other **Covered Party**.

#### SECTION VI - DEFINITIONS

Definition Y. is hereby added:

- Y. **Retroactive Date** means: The date shown in the Declarations for **Childhood Sexual Assault**.

#### SECTION VII - CONDITIONS

SECTION VII, paragraph C. Notice of Accident or Occurrence, Claim, or Suit, subsection 3.:

3. Irrespective of the amount of **Damages** sought or the probable dollar value of the **Claim**, all **Claims** or **Suits** alleging **Childhood Sexual Assault** that are served upon the **Covered Party** shall be reported to the Authority no later than sixty (60) days after their receipt by the **Named Covered Party**, or, if the **Named Covered Party** is a member of a joint powers agency which provides risk-pool coverage below the Authority's point of attachment, within the reporting time mandated by the joint powers agency Memorandum of Coverage, and thereafter to the Authority no later than sixty (60) days after their receipt by said joint powers agency, if they involve any of the following:

Subsection s. is hereby added:

s. **Childhood Sexual Assault.**

1. Any other **Claim** or **Suit** that later arises out of **Childhood Sexual Assault** by the same **Employee(s)** that was involved in the timely reported **Claim** or **Suit** shall also be reported in compliance with this paragraph, and will be deemed arising out of the same **Childhood Sexual Assault**.



SECTION VII, paragraph S. is hereby added:

- S. If either the **Named Covered Party** or the Authority cancels or does not renew this Memorandum for a reason other than non-payment of premium or non-compliance with the terms and conditions of this Memorandum the **Named Covered Party** may purchase, subject to the Authority's board approval, an extended period of time to report a **Claim** or **Suit** that is first made to the Authority after the expiration of the **Coverage Period** and arising out of an **Occurrence** involving **Childhood Sexual Assault** that first began after the **Retroactive Date** and ended prior to the expiration of this **Coverage Period** subject to the following conditions:
1. The **Named Covered Party** must make a written request for this extended time to report to the Authority within 30 days after the end of the **Coverage Period**.
  2. Coverage under this extended period of time to report shall not apply to any **Claim**, or **Suit** that has been previously reported to the Authority.
  3. If the Authority's board approves of and authorizes the issuance of any extended time to report, the additional premium for this extended period of time to report must be paid in full within thirty (30) days of the date the board authorizes the issuance notice to the **Named Covered Party**. Such premium is fully earned as of the date of issuance and no portion of this additional premium shall be returned for any reason to the **Named Covered Party**.
  4. Coverage under this extended period of time to report does not apply to any **Occurrence** that first began after the end of this **Coverage Period**, nor does coverage apply to any **Occurrence** that continues after the end of this **Coverage Period**.
  5. The coverage provided under this extended period of time to report is part of, and not in addition to, the **Ultimate Net Loss**, or any remainder thereof, as of the end of the **Coverage Period**.
  6. If any other coverage is available to the **Named Covered Party**, whether such coverage is called primary, excess, or pro rata with, other valid and collectible self-insurance, indemnity funds, risk-pool coverage, or insurance, or not, the coverage afforded by this extended period of time to report shall not apply.

**Blue Oak Charter School****Final Expenditures through: June 30, 2025****Resource 1400 Education Protection Account**

<b>Description</b>	<b>Object Codes</b>	<b>Amount</b>
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>		
Local Control Funding Formula Sources	8010-8099	688,199.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
<b>TOTAL AVAILABLE</b>		<b>688,199.00</b>
<b>EXPENDITURES AND OTHER FINANCING USES</b>		
Certificated Salaries	1000-1999	570,882.62
Classified Salaries	2000-2999	0.00
Employee Benefits	3000-3999	117,316.38
Books and Supplies	4000-4999	0.00
Services, Other Operating Expenses	5000-5999	0.00
Capital Outlay	6000-6599	0.00
Other Outgo (excluding Direct Support/Indirect Costs)	7100-7299	
	7400-7499	0.00
Direct Support/Indirect Costs	7300-7399	0.00
<b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>		<b>688,199.00</b>
<b>BALANCE (Total Available minus Total Expenditures and Other Financing Uses)</b>		<b>0.00</b>

**Proposition 28: Arts and Music in Schools Funding**

**Annual Report**

**Fiscal Year 2024-25**

Name: Blue Oak Charter School

CDS Code: 04 61424 6119523

Charter School Number: 0415

Allocation Year: 2024-25 and 2023-24

1. Narrative description of the Prop 28 arts education programs(s) funded:

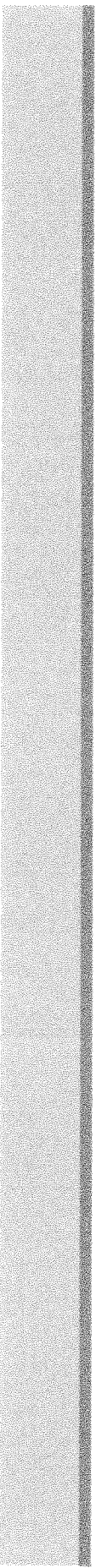
No programs funded with Prop 28 in 2024/25. The school plans to utilize funding for programs in 2025/26.

2. Number of full-time equivalent teachers(certificated) in AMS funded programs:   0
3. Number of full-time equivalent personnel (classified) in AMS funded programs:   0
4. Number of full-time equivalent teaching aides in AMS funded programs:   0
5. Number of students served in AMS funded programs:   0
6. Number of school sites providing arts education programs funded by AMS:   0

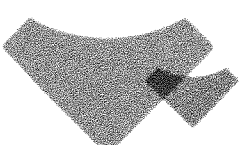


# Blue Oak Charter School

Monthly Financial Presentation – July 2025



# July Highlights

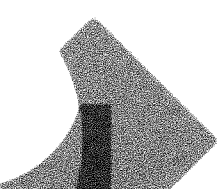


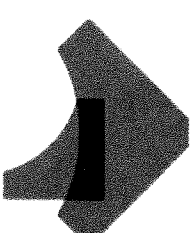
## Highlights

- 2025/26 Initial Budget: Enrollment 200, ADA 91% 181.8
- Revenue budget **\$3.5 million**, includes one-time funds \$246K (AMIM and LREBG)
- Expenses budget **\$3.34 million**, reduced from 24/25 \$4.2 million.
- Budget gain **\$193K**, dependent on one-time grants and reduced expenses.
- Cash ended month **\$548K**.

## Compliance and Reporting

- 2024/25 Unaudited actuals are presented for approval at Sep Council
- 2024/25 Prop 28 Arts and Music in Schools Annual Report - Sep Council.



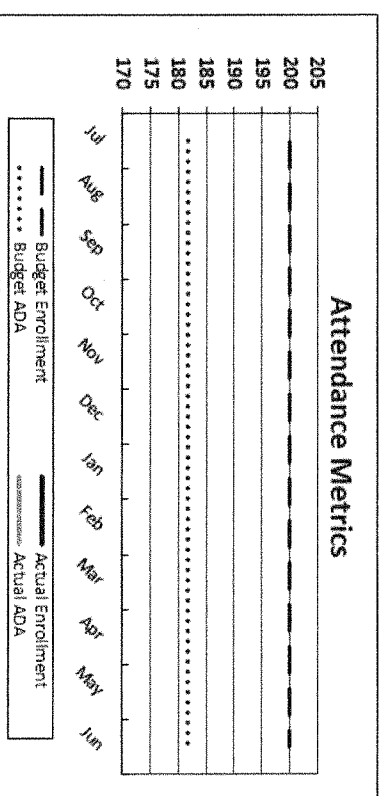


# Attendance Data and Metrics

## Enrollment and Per Pupil Data

Enrollment & Per Pupil Data			
	<u>Actual</u>	<u>Forecast</u>	<u>Budget</u>
Average Enrollment	n/a	200	200
ADA	n/a	182	182
Attendance Rate	n/a	90.9%	90.9%
Unduplicated %	62.4%	62.4%	62.4%
Revenue per ADA		\$19,440	\$19,440
Expenses per ADA		\$18,380	\$18,380

## Attendance Metrics



Budget enrollment 200.

91% ADA forecast (181.8) and rolling UPP 62.4%.

LCFF is calculated at \$12,860+ per ADA.



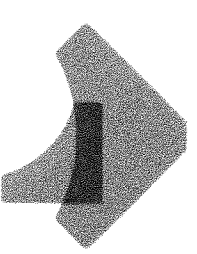
# Revenue

July Updates

- Limited cash receipts until August.
- Forecast includes additional \$266K one-time funding, unavailable in future years.

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Revenue						
State Aid-Rev Limit	\$ -	\$ -	\$ -	\$ 2,338,060	\$ 2,338,060	\$ -
Federal Revenue	-	-	-	161,799	161,799	-
Other State Revenue	9,507	9,507	-	995,602	995,602	-
Other Local Revenue	60	-	60	38,740	38,740	-
Total Revenue	\$ 9,567	\$ 9,507	\$ 60	\$ 3,534,201	\$ 3,534,201	\$ -

# Expenses



July Updates

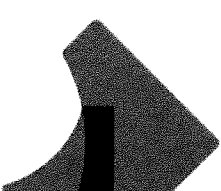
Expense budget \$3.34 million requires reductions from 24/25 (\$900K).

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
<b>Expenses</b>						
Certificated Salaries	\$ 70,910	\$ 111,703	\$ 40,792	\$ 1,340,433	\$ 1,340,433	\$ -
Classified Salaries	26,887	46,904	20,017	562,850	562,850	-
Benefits	30,735	33,119	2,384	397,426	397,426	-
Books and Supplies	5,491	13,969	8,478	167,629	167,629	-
Subagreement Services	-	15,567	15,567	186,800	186,800	-
Operations	42,359	15,585	(26,773)	187,025	187,025	-
Facilities	-	23,398	23,398	280,778	280,778	-
Professional Services	8,342	18,217	9,875	218,606	218,606	-
Depreciation	-	-	-	-	-	-
Interest	-	-	-	-	-	-
<b>Total Expenses</b>	<b>\$ 184,725</b>	<b>\$ 278,462</b>	<b>\$ 93,738</b>	<b>\$ 3,341,548</b>	<b>\$ 3,341,548</b>	<b>\$ -</b>

# Surplus / (Deficit) & Fund Balance

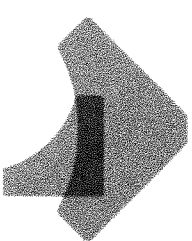
■ Forecast surplus \$193K.

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
<b>Total Surplus(Deficit)</b>	\$ (175,158)	\$ (268,955)	\$ 93,798	\$ 192,653	\$ 192,653	\$ -
Beginning Fund Balance	<u>692,545</u>	<u>692,545</u>		<u>692,545</u>	<u>692,545</u>	
<b>Ending Fund Balance</b>	<u><b>\$ 517,387</b></u>	<u><b>\$ 423,590</b></u>		<u><b>\$ 885,198</b></u>	<u><b>\$ 885,198</b></u>	
<i>As a % of Annual Expenses</i>	15.5%	12.7%		26.5%	26.5%	



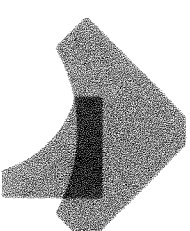
# Compliance Deadlines

## (next 60 days)



Area	Due Date	Description	Completed By	Board Must Approve	Signature Required	Additional Information
FINANCE	Board approval before Sept 30	<b>Prop 28 Annual Report</b> - This annual report must be board approved, submitted to the CDE through the Arts and Music in Schools Portal and posted to the LEA's website. The mandated information for this report includes: The number of full-time equivalent teachers, classified personnel, and teaching aides; The number of pupils served; The number of school sites providing arts education programs with AAMS funds.	Charter Impact with BOCES support	Yes	No	<a href="https://www.cde.ca.gov/eq/ln/prop28artsandmusicofund">https://www.cde.ca.gov/eq/ln/prop28artsandmusicofund</a> 28
FINANCE	Sep-02	<b>SB 740 Charter School Facility Grant Program applications (Continuing Schools)</b> - The 2025/26 Online Application opened April 10th. Late applications will NOT be accepted. The SB740 Program is intended to provide grants to charter schools to assist with facilities' rent and lease costs associated with the school. Each year applicants must submit a new Application and the Authority will determine eligibility on an annual basis. Charter schools must also meet the FRPM Eligibility requirements each year.	Charter Impact	No	Yes	<a href="https://www.treasurer.ca.gov/cslb/cslb/index.asp">https://www.treasurer.ca.gov/cslb/cslb/index.asp</a>
FINANCE	Sep-12	<b>Year-End Maintenance of Effort (Special Education)</b> - Report due to Charter school's SELPA. Maintenance of Effort (MOE) is a requirement that you spend each year at least what you spent last year in the area of special education (with some exceptions). If you reduce your special education budget (for expenditures) in a given year, you need to be careful to ensure that you have met the MOE requirement. This does not mean you can't reduce costs, but you must do so within the guidelines of federal MOE.	Charter Impact	No	No	
FINANCE	Sep-15	<b>Unaudited Actual Reports</b> - Annual unaudited financial statements for the preceding year are due by date set by the charter authorizer (no later than September 15th).	Charter Impact	Yes	Yes	<a href="https://www.cde.ca.gov/fr/sfr/csa/alternative.asp">https://www.cde.ca.gov/fr/sfr/csa/alternative.asp</a>
FINANCE	Sep-15	<b>Education Protection Account (EPA) Final Expenditures</b> - All charter schools are required to report on their websites an accounting of how much money was received from the EPA and how that money was spent. This is commonly approved by the school's Board following the Unaudited Actuals Report.	Charter Impact	Yes	No	<a href="https://www.cde.ca.gov/fr/sfr/csa/2813a.asp">https://www.cde.ca.gov/fr/sfr/csa/2813a.asp</a>
FINANCE	Sep-30	<b>ELO-P Expenditure Reporting</b> - Reporting due for 2023-24 Grant final expenditures through June 30, 2025. CDE shall initiate collection of any unexpended funds.	Charter Impact	No	No	<a href="https://www2.cde.ca.gov/efdp/">https://www2.cde.ca.gov/efdp/</a>
FINANCE	Sep-30	<b>The Educator Effectiveness Funds (EEF) Annual Report</b> - Annual report due each year on Sep 30th through 2026. Funds may be expended during the 2021-22, 2022-23, 2023-24, 2024-25 and 2025-26 fiscal years. A final data and expenditure report will be due on or before September 30, 2026. Any funds not expended by June 30, 2026, must be returned to the CDE.	Charter Impact with BOCES support	No	No	<a href="https://www2.cde.ca.gov/eeffannual/">https://www2.cde.ca.gov/eeffannual/</a>
FINANCE	Sep-30	<b>NPY/NTC Pool Budget Requests (for Continuing Placements)</b> The SELPA operates a reimbursement pool to help defray the cost of more intensive student placements. The pool reimburses a percentage of eligible expenditures for approved non-public school and residential placements and approved site-based therapeutic programs.	BOCES with Charter Impact support	No	No	<a href="https://charterseipa.org/">https://charterseipa.org/</a>
ITA TEAM	Oct-01	<b>California Basic Educational Data System (CBEDES) Information Day</b> - The first Wed in Oct is CBEDES Information Day, used to collect information on student and staff demographics. Schools must complete the School Information Form (SIF). The SIF is used to report the count of classified staff, kindergarten program type, educational calendars, work visa applications, multilingual instructional programs, and languages of instruction. Data is due to CDE on <b>October 31st</b> .	BOCES	No	No	<a href="http://www.cde.ca.gov/ds/br/cdn/">http://www.cde.ca.gov/ds/br/cdn/</a>
FINANCE	Oct-31	<b>LCAP Upload to the California School Dashboard</b> California Education Code Section 52056(c)(1) requires all LEAs upload their most recent Local Control and Accountability Plan (LCAP) to the California School Dashboard Dashboard. The LCAP upload submission window will be open from October 13 through October 31, 2025. For further information regarding Dashboard Coordinators or the LCAP upload, please contact the Local Agency Systems Support Office by email <a href="mailto:311CF@cde.ca.gov">311CF@cde.ca.gov</a> .	BOCES	No	No	

# Compliance Deadlines (next 60 days)



Area	Due Date	Description	Completed By	Board Must Approve	Signature Required	Additional Information
FINANCE	Oct-31	<b>ADA Report #1</b> - EDCOE SELPA requires the reporting of Enrollment/ADA 3 times a year for their planning and to better assist their charter members.	Charter Impact	No	No	<a href="https://charterimpact.org/">https://charterimpact.org/</a>
ATA TEAM	Oct-31	CBEDS-ORA - Collection of FTE of classified staff, estimated teacher hires, Kindergarten program types, H-1B work visa application, education calendar, multilingual instructional programs, languages of instruction and district of choice transfer requests and transportation data.	BOCS	No	No	<a href="https://www.cde.ca.gov/ds/ds/b/">https://www.cde.ca.gov/ds/ds/b/</a>
FINANCE	Oct-31	<b>Federal Cash Management - Period 2</b> - Charter schools that are awarded a grant under any of these programs: <b>Title I, Title II, Title III and Title IV</b> must submit the CMDC report for a particular quarter in order to receive an apportionment for that quarter, CDE will apportion funds to LEAs whose cash balance is below a certain threshold.	Charter Impact	No	No	<a href="http://www.cde.ca.gov/fg/fg/cml/">http://www.cde.ca.gov/fg/fg/cml/</a>
FINANCE	Oct-31	<b>Collect National School Lunch Program (NSLP) applications</b> - Schools must collect or receive National School Lunch Program (NSLP) applications by October 31. Schools may process those applications after October 31, and if students are found to be eligible for free or reduced-price meals (FRPMs), those schools may update FRPM program records for eligible students with a start date before Census Day.	BOCS	No	No	<a href="https://www.cde.ca.gov/fg/fg/nl/index.asp#tab=section">https://www.cde.ca.gov/fg/fg/nl/index.asp#tab=section</a>
ATA TEAM	Oct-31	<b>Collect Alternative Income Forms from Families</b> Alternative income forms can be used in place of, or in conjunction with, federal meal applications to determine students whose household income meets FRPM eligibility levels. Determination is required to calculate UPC (Unduplicated Pupil Count) for Supplemental and Concentration funding, as well as other state grants.	BOCS	No	No	<a href="https://www.cde.ca.gov/fg/fg/ia/ia/alternativeforms.asp">https://www.cde.ca.gov/fg/fg/ia/ia/alternativeforms.asp</a>