

Blue Oak Charter School
450 W. East Avenue, Chico, CA 95926
CHARTER COUNCIL
REGULAR MEETING
Band Room / Meeting Room

Tuesday, March 24, 2020 at 6 pm

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

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

LCAP Goal Summary: Build the parent community, support success for all students, and prepare students for high school

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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 PM

1. OPENING - 5 Minutes

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

“This is our school, May peace dwell here, May the rooms be full of contentment. May love abide here, Love of one another, Love of our school, 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 members of the community to address the committee concerning items not on the agenda. 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 - 10 Minutes

- 2.1. Approve Minutes from February 18, 2020 and March 18, 2020
- 2.2. Charter Impact Monthly Report Jim Weber, Charter Impact
 - 2.2.1. Attendance and Enrollment
 - 2.2.2. Cash Flow
 - 2.2.3. Balance Sheet Detail
 - 2.2.4. Warrants/Aged Payable

- 2.2.5. Point of Sale Transactions/Check Register
- 2.2.6. Actual to Budget Summary *(part of the Financial Forecast in the Charter Impact Report)*
- 2.3. Approval of Engagement Letter for Audit Services
- 2.4. Hiring
 - 2.4.1. School Counselor, Emma Todd

3. GOVERNANCE - 15 minutes

- 3.1. Finance Committee Chelsea Parker, Finance Chair
- 3.2. Policy Review
 - 3.2.1. Tobacco Policy
- 3.3. Appoint Committee for Executive Director review
- 3.4. Approve Employment for Management Employees for 2020-2021
 - 3.4.1. Susan Domenighini, Executive Director
 - 3.4.2. Rachel Ceja, SPED Director, Assistant School Director
 - 3.4.3. Buck Ernest, Campus Manager
- 3.5. Charter Council Elections
- 3.6. Charter Council Bylaws
- 3.7. 2019/2020 Comprehensive School Safety Plan

4. FACULTY

- 4.1. Grade Level Report

5. ADMINISTRATION - 30 Minutes

- 5.1. Executive Director's Report Susan Domenighini, Executive Director
 - 5.1.1. Strategic Plan
 - 5.1.2. COVID 19 - beyond March 27th

6. NEXT MEETING - Tuesday, April 14, 2020

ADJOURNMENT

Blue Oak Charter School
450 W. East Avenue, Chico, CA 95926
CHARTER COUNCIL
REGULAR MEETING
Band Room / Meeting Room

Minutes

Tuesday, February 18, 2020 at 6 pm

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AGENDA

OPEN SESSION - 6 PM

1. OPENING - 5 Minutes

1.1. Call Meeting to Order

- Vicki Wonacott called the meeting to order at 6:06PM

1.2. Roll Call of Council Members and Establish Quorum

- Present: Chelsea Parker, Trisha Atehortua, Laura Swanson, Laurel Hill-Ward
- Absent: Monica McDaniel

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, Love of life itself. Let us remember that as many hands build a house, So many hearts build a school.”

- All present read the verse together.

1.4. Agenda Modifications

- Susan Domenighini requested that items 2.7 and 2.8 be moved off of the consent agenda for discussion. Chelsea Parker requested that item 3.3 be moved to 3.1 to allow parent representatives to be addressed earlier in the meeting.

1.5. Audience to Address the Council

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- No audience to address

2. CONSENT AGENDA - 10 Minutes

2.1. Approve Minutes from regular and special meetings both on January 21, 2020

2.2. Warrants

2.3. Point of Sale Transactions

2.4. Cash Flow

2.5. Actual to Budget Summary

2.6. Balance Sheet Detail

2.7. 2nd Interim Report

2.8. ConApp Winter 2020

2.9. Resignations

2.9.1. Bailey Akin

2.10. Field Trips

2.10.1. Sacramento / San Francisco - Sarah Lee - May 2020

2.10.2. Ashland, OR - Brianna Lee - May 2020

2.11. Occupational Therapy Contracts

- Chelsea Parker made a motion to approve the consent agenda with the removal of items 2.7 and 2.8, Trisha Atehortua seconds.
- No discussion
- Vote

Name	Yes	No	Abstain	Absent
Monica McDaniel				X
Chelsea Parker	X			
Trisha Atehortua	X			
Laura Swanson	X			
Vicki Wonacott	X			
Laurel Hill-Ward	X			

- Vote passes.
- Jim Weber from Charter Impact went over the financial reports. Financial reports for the school show a favorable forecast for the remainder of the year. He reviewed compliance deadlines through the end of the school year. The board had positive feedback and is looking forward to continued work to move away from factoring. The 2nd Interim Report was reviewed. It was requested that Jim Weber include his notes with the 2nd Interim Report when it is turned in to Chico Unified School District.
- Chelsea Parker made a motion to approve the 2nd Interim Report, Laura Swanson seconded.
- No discussion
- Vote

Name	Yes	No	Abstain	Absent
Monica McDaniel				X
Chelsea Parker	X			

Trisha Atehortua	X			
Laura Swanson	X			
Vicki Wonacott	X			
Laurel Hill-Ward	X			

- Vote passes.
- Consolidated Applications for Title I and Title II were presented by Jim Weber of Charter Impact. This reflects a Title I status update for the year and any reservations, though no reservations were requested. Title 2 and Title 4 had no changes. The certification from the prior year for Title I was fully utilized.
- Laurel Hill-Ward made a motion to approve the Consolidated Applications. Trisha Atehortua seconds.
- No discussion
- Vote

Name	Yes	No	Abstain	Absent
Monica McDaniel				X
Chelsea Parker	X			
Trisha Atehortua	X			
Laura Swanson	X			
Vicki Wonacott	X			
Laurel Hill-Ward	X			

- Vote passes.

3. GOVERNANCE - 15 minutes

3.1. Finance Committee

- Chelsea Parker shared the Finance Committee's work on the Strategic Plan Goal #1. She clarified that they would be working up scenarios with general information. The finance committee will as well continue work on pay scales for next year. They will meet on the second and fourth Tuesday of each month for the remainder of the school year to complete these tasks.
- Ally Welch, as a co-chair, made comments about changes that impacted faculty this year. She brought up the move for faculty to a 10 month contract versus a 12 month contract, an increase in the cost of health insurance this year, along with fluctuations in retirement withholdings and the challenges these things have presented for the certificated staff. She commented that faculty members are upset due to what they perceive as a lack of communication of issues and mistakes.
- It was recommended that a letter of explanation be sent to the teachers.

3.2. Strategic Plan

- Susan Domenighini spoke about the plan to formulate a task force for each goal and that meeting were being set up with board representatives for each goal to discuss the work that needs to be done this year. As well, the strategic plan goals and task force creation will be discussed with the Parent Council at their next meeting.

3.3. Charter Council Elections

- The Charter Council bylaws were shared and discussed. It was brought up that a new set of bylaws may have been approved and that verification of the bylaws may be needed. All Charter Council members will be up for election this year. Parent Council representatives were present and joined in the discussion. Options to stagger terms were brought up as well as three year terms. The Parent Council has elected Renae Turner as the Election Chairperson.
- Chelsea Parker nominated Trisha Atehortua as the board representative on the Election Committee. Laurel Hill-Ward seconds.
- No discussion
- Vote

Name	Yes	No	Abstain	Absent
Monica McDaniel				X
Chelsea Parker	X			
Trisha Atehortua	X			
Laura Swanson	X			
Vicki Wonacott	X			
Laurel Hill-Ward	X			

- Vote passes.
- A faculty member may be needed for the Election Committee. The faculty co-chairs present were asked to reach out to faculty to see if anyone would volunteer.

3.4. Policy Review

3.4.1. Tobacco Policy

- This was a first look at a tobacco policy for Blue Oak School. A letter from the state superintendent of schools regarding the need for schools to adopt their own tobacco policy was discussed. The need for lighters and the use of fire in middle school science experiments was discussed. The need to make sure the policy covered vaping and electronic smoking devices was pointed out along with the need to educate students on the dangers of vaping and impact it has on one's health. It was differentiated that this is not a drug policy but specifically a tobacco policy. The policy will return next month for a vote.

4. FACULTY

4.1. Grade Level Reports

- No one present to give grade level report.

5. ADMINISTRATION - 30 Minutes

5.1. Executive Director's Report

- Susan Domenighini shared the public relations work that is being done at the school, specifically about the Growing Up Chico event at the mall attended by the Assistant Director, Rachel Ceja, and several teachers, where main lesson books and projects were presented to the public. Staff favorite moments from the month were shared along with school science scores and the need to publicize how well our students are doing in science.

5.1.1. Enrollment and Attendance

5.1.2. Marketing

5.1.3. Town Hall Meeting

- The Parent Town Hall meeting has been scheduled for Thursday, March 26 at 6PM. The topics will include goals to move the school forward over the next three years, the Local Control Accountability Plan, and the Strategic Plan. The option to possibly live stream the event was suggested and discussed.

5.1.4. Attendance Improvement Plan

- Our attendance is improving from last year. The new student information system Aeries is helping us track absent students. Rewards for perfect attendance are being planned. Several ideas were discussed.

5.2. CDE Public Release of Data Files

- The California Department of Education (CDE) release regarding data files was discussed. Blue Oak qualifies for additional funds and will be completing the application process.

6. NEXT MEETING - Tuesday, March 24, 2019

ADJOURNMENT

- Vicki Wonacott adjourned the meeting at 8:08PM

Minutes taken by: Tess Slaton

Approved by : _____ Date: _____

Blue Oak Charter School
450 W. East Avenue, Chico, CA 95926
CHARTER COUNCIL
SPECIAL MEETING
Band Room / Meeting Room

Minutes
Wednesday, March 18, 2020 at 4:15 pm

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

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AGENDA

OPEN SESSION - 4:15 PM

1. OPENING - 5 Minutes

1.1. Call Meeting to Order

- Monica McDaniel called the meeting to order at 4:17PM.

1.2. Roll Call of Council Members and Establish Quorum

- Present on site: Monica McDaniel, Chelsea Parker, Trisha Atehortua
- Via Zoom per Governor Newsome waiving the Brown Act during the COVID 19 Emergency: Vicki Wonacott, Laura Swanson
- absent : Laurel Hill-Ward

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, Love of life itself. Let us remember that as many hands build a house, So many hearts build a school."

- Monica McDaniel read the school verse.

1.4. Agenda Modifications

- No modifications

1.5. Audience to Address the Council

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- No audience to address the council

2. BUSINESS- 15 minutes

2.1. COVID19 Resolution

- The board reviewed the resolution that has been recommended by the county.
- Susan Domenighini brought attention to paragraphs 8 and 9 that make provisions for employees who are 65 or over or with underlying health issues, or the need to care for sick children at home, without suffering pay loss and requirement of public employees to serve as disaster workers

according to Government Code 3100. Members so the board expressed that the resolution was imperative at this time.

- Laurel Hill Ward joined the meeting at 4:28PM
- Chelsea Parker made a motion to approve and enact the COVID 19 Resolution. Laurel Hill Ward seconded.
- No further Discussion.
- Vote

Name	Yes	No	Abstain	Absent
Monica McDaniel	X			
Chelsea Parker	X			
Trisha Atehortua	X			
Laura Swanson	X			
Vicki Wonacott	X			
Laurel Hill-Ward	X			

- Vote passes.

2.1.1. Approve elimination of in person classes through March 27th

- It was discussed that Monday, March 23, 2020 and Tuesday, March 24, 2020 would be set aside as teacher prep and plan days. School would resume on Wednesday, March 25, 2020 with all instruction being provided either through packets that can be picked up or via online instruction. A survey sent to parents would allow Blue Oak staff to know what family limits and needs are regarding technology, time, childcare and food. This will aid in the planning process to best serve our population.
- Trisha Atehortua made a motion to approve the elimination of in person classes through March 27, 2020. Vicki Wonacott seconds.
- Vote

Name	Yes	No	Abstain	Absent
Monica McDaniel	X			
Chelsea Parker	X			
Trisha Atehortua	X			
Laura Swanson	X			
Vicki Wonacott	X			
Laurel Hill-Ward	X			

- Vote passes.

2.1.2. Discussion of the Governor's Executive Order and plans to meet the requirements.

- For those families who rely on school breakfast and lunch, Chico Unified School District has set up four locations in the City of Chico where families can get meals for any individual under the age of 18.
- Board members pointed out and discussed that the California Department of Education is recommending that new material not be covered in lessons provided by teachers at this time, but that review exercises and enrichment activities be given by teachers as school work. The stress and impact of the situation were discussed with great concern expressed for children and parents. Phone communication with parents was recommended by board members.

- Official notification of the elimination of in person classes through March 27th, 2020 will be sent out via Parent Square and staff expectations will be communicated, both from the Executive Director Susan Domenighini following the meeting.

3. NEXT MEETING - Tuesday, March 24, 2020

ADJOURNMENT

Monica McDaniel adjourned the meeting at 4:58PM.

Minutes taken by: Tess Slaton

Approved by : _____ Date: _____

DRAFT



Blue Oak Charter School

Monthly Financial Presentation – February 2020

February Highlights

Highlights

- Forecast conservatively calculating break even for 2019/20, down **(\$55K)** due to revenue revision.
- Revenue forecast below budget **(\$43K)**.
- Expenses forecast above budget **(\$12K)**.
- Cash is forecast to end year **\$174K**, 5% of expenses.

Compliance and Reporting

- Compliance reporting will be completed in April.

Enrollment and Revenues

- February ADA (292.8) is approximately 4 below previous forecast, and 8 below 1st interim budget.

Cash

- Month end cash **\$189K**, with \$103K outstanding factoring.
- Cash receipts timing creates cash stress, requiring slowing of payables prior to receipt of quarterly funding.
- Management and Charter Impact continue to actively monitor cash flow to ensure adequate bank balances.

Response to Closure – DB117 and Executive Order N-26-20

- P-2 reporting cut-off is moved up to February 29 for schools complying with the Order.
- School is deemed to have met minimum annual instructional days.
- Order requirements include:
 - continuing to provide distance learning and/or independent study;
 - continue paying employees and contractors as though the school had not closed;
 - continue providing school meals.

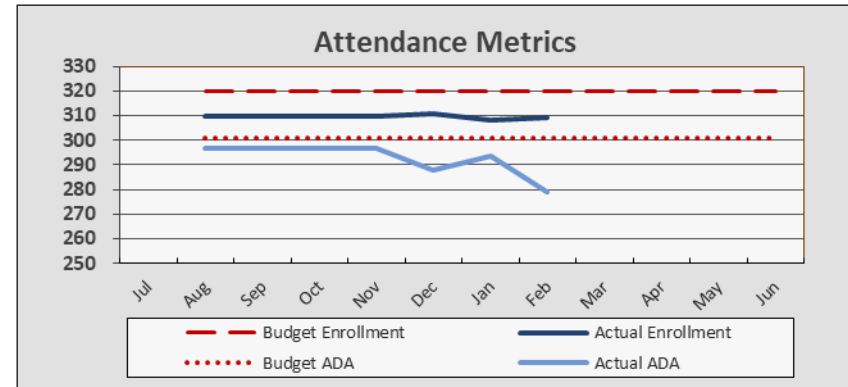
Attendance Data and Metrics



Enrollment and Per Pupil Data

Enrollment & Per Pupil Data			
	<u>Actual</u>	<u>Forecast</u>	<u>Budget</u>
<i>Average Enrollment</i>	310	310	320
<i>ADA</i>	293	293	301
<i>Attendance Rate</i>	94.5%	94.5%	94.0%
<i>Unduplicated %</i>		57.9%	57.9%
<i>Revenue per ADA</i>		\$12,022	\$11,838
<i>Expenses per ADA</i>		\$12,019	\$11,831

Attendance Metrics



Through February, ADA is (4) below P-1 and (8) below 1st interim budget.
Decline from P-1 ids forecast to cost (\$37K) in LCFF funding.

Revenue

- February Updates

- Revenues below budget – Revenues forecast (**\$43K**) below budget due to ADA and funding revisions.
- LCFF – Reduced ADA costs (**\$37K**), updated 18/19 allocation potentially costs (**\$55K**).
- Other State – Increased funding from **FEMA \$87K** and **LPSBG \$33K**, net of reduced ADA.
- Other Local – Forecast reduced fundraising March – June.

Revenue

	<i>Annual/Full Year</i>		
	Forecast	Budget	Fav/(Unf)
State Aid-Rev Limit	\$ 2,618,052	\$ 2,724,729	\$ (106,677)
Federal Revenue	144,132	136,121	8,011
Other State Revenue	536,482	429,809	106,673
Other Local Revenue	221,439	272,430	(50,991)
Total Revenue	\$ 3,520,105	\$ 3,563,089	\$ (42,984)



Expenses

- **February Updates**
 - **Expenses forecast above budget** – Expense forecast is reduced but remains above budget (**\$12K**).
 - **Salaries and Benefits** – Staffing changes reduce compensation, offset with increased consultants and revised benefits expenses.
- **Ongoing**
 - **Offsetting variance** – Expense variance offsets as forecast assumptions are updated by category with limited impact on total budget.

Expenses	Annual/Full Year		
	Forecast	Budget	Fav/(Unf)
Certificated Salaries	\$ 1,353,905	\$ 1,357,638	\$ 3,733
Classified Salaries	473,472	548,986	75,514
Benefits	604,253	552,638	(51,615)
Books and Supplies	79,377	73,339	(6,038)
Subagreement Services	48,000	-	(48,000)
Operations	143,045	134,347	(8,698)
Facilities	608,009	612,595	4,586
Professional Services	188,826	217,907	29,081
Depreciation	12,170	2,133	(10,037)
Interest	8,106	8,000	(106)
Total Expenses	\$ 3,519,163	\$ 3,507,583	\$ (11,580)

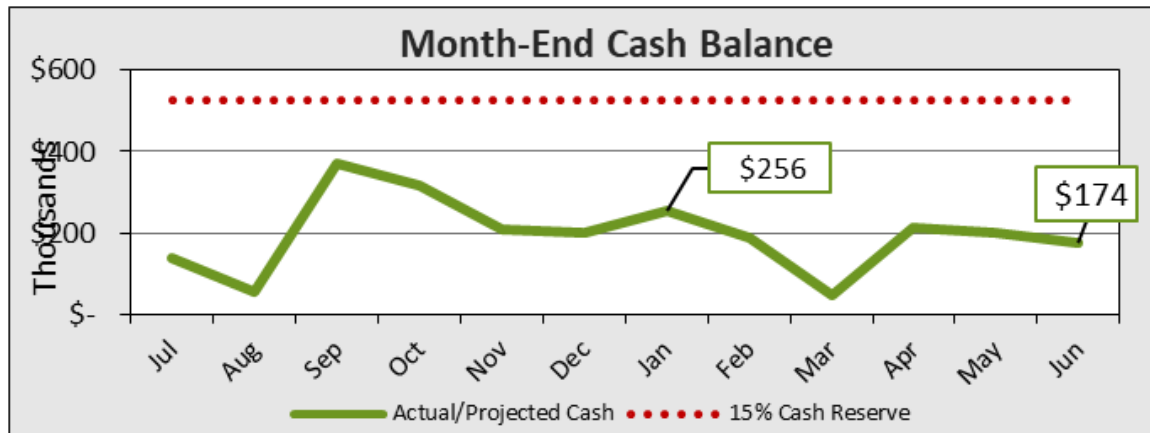
Surplus / (Deficit) & Fund Balance

- Forecast is surplus near break even due to decreased revenue forecast.
- Fund balance forecast **\$529K**, 15%, 55 days expenses.

	<i>Annual/Full Year</i>		
	Forecast	Budget	Fav/(Unf)
Total Surplus(Deficit)	\$ 942	\$ 55,506	\$ (54,564)
Beginning Fund Balance	<u>528,054</u>	<u>528,054</u>	
Ending Fund Balance	<u>\$ 528,996</u>	<u>\$ 583,560</u>	
<i>As a % of Annual Expenses</i>	15.0%	16.6%	

Cash Balance

- Cash is forecast to end the year at \$174K, 5% of expenses, +\$70K compared to 18/19 ending balance.
- Lack of cash surplus creates stress to meet month-end expenses before receiving apportionments.
- Management and Charter Impact are monitoring activities to ensure adequate cash availability.



Compliance Deadlines (next 60 days)



Area	Due Date	Description	Completed By	Board Must Approve	Signature Required	Additional Information
FINANCE	Mar-15	2nd Interim Financial Report - Local educational agencies (LEAs) are required to file two reports during a fiscal year (interim reports) on the status of the LEA's financial health. The first interim report is due December 15 for the period ending October 31. The second is due March 15 for the period ending January 31	Charter Impact	Yes	Yes	https://www.cde.ca.gov/fg/sf/fr/calendar19district.asp
DATA	Mar-20	CALPADS - Fall 2 amendment deadline - Please be mindful that Level-2 certification within CALPADS means that these data have been reviewed and approved by your superintendent or IRC administrator. Failure to properly review and amend these data in CALPADS within the allotted amendment window will result in the improper certification of official Fall 2 data within CALPADS, which can impact a number of things, including LCFF funding, student course enrollments, staff assignments and English learner education services.	BOCS	No	No	https://www.cde.ca.gov/ds/sp/cl/rptcalendar.asp
FINANCE	Mar-20	El Dorado SELPA Pre-Test for Year-End Maintenance of Effort (Special Education) - 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 (or 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	http://charterselpa.org/fiscal/
FINANCE	Mar-25	E-Rate FCC Form 471 Due date (FY2020) - To apply for program discounts, applicants file an FCC Form 471 in EPC to provide USAC with information about the services they are requesting and the discount(s) for which they are eligible. The FCC Form 471 must be certified by March 25, 2020.	BOCS	No	No	https://www.usac.org/si/tools/forms/
FINANCE	Apr-01	Audit Firm Selection - In accordance with Education Code (EC) Section 41020, the governing board of each school shall provide for an audit of the books and accounts of the school. In the event the governing board of a school has not provided for an audit, by selecting an audit firm, by April 1, the County Office of Education, having jurisdiction over the school, shall provide for the audit.	BOCS with Charter Impact support	Yes	No	http://codes.findlaw.com/ca/education-code/edc-sect-41020-2.html
FINANCE	Apr-01	File a Form 700 - Statement of Economic Interests (SEI) : The requirement is part of the Political Reform Act enacted in 1974, which was passed by California voters to promote integrity in state and local government by helping agency decision makers avoid conflicts between their personal interests and official duties. Depending on your local authorizer's conflict of interest policies, certain charter school officers and employees may be required to file Statements of Economic Interest with a filing officer by the April 2 deadline.	BOCS with Charter Impact support	Yes	Yes	https://www.calstate.edu/hradm/pdf2012/Form700FAQ.pdf
FINANCE	Apr-22	Federal Expenditure Report #2 (Special Education) - Interim financial reporting for actuals through March 31 are due to El Dorado Charter SELPA.	Charter Impact	No	No	http://charterselpa.org/fiscal/
FINANCE	Apr-30	Federal Cash Management - Period 4 - The Title I, Part A; Title I, Part D, Subpart 2; Title II, Part A; Title III LEP; Title III Immigrant; and Title IV programs under the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the ESSA, will utilize the Federal Cash Management program. Charter schools that are awarded a grant under any of these programs must submit the CMDC report for a particular quarter in order to receive an apportionment for that quarter; CDE will apportion funds to LEAs whose cash balance is below a certain threshold.	Charter Impact	No	No	https://www.cde.ca.gov/fg/aa/cm/
DATA TEAM	Apr-30	Period 2 (P2) Attendance Report - P2 ADA is total ADA from the beginning of the school year through the last school month ending on or before April 15.	Charter Impact submits with data provided by BOCS	No	Yes	https://www.cde.ca.gov/fg/aa/pa/

Appendices

As of February 29, 2020

- Cash Flow – Monthly and Annual Forecast
- Statement of Financial Position (Balance Sheet)
- Accounts Payable Aging
- Check Register

Blue Oak Charter

Financial Package

February 29, 2020

Presented by:



Blue Oak Charter School
Monthly Cash Flow/Forecast FY19-20

Revised 3/18/2020

ADA = 292.80



	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Year-End Accruals	Annual Forecast	1st Interim Budget	Favorable / (Unfav.)
ADA = 300.39																
Revenues																
State Aid - Revenue Limit																
8011 LCFF State Aid	-	89,069	89,069	160,324	160,324	160,324	160,324	160,324	111,241	111,241	111,241	111,241	110,380	1,535,102	1,540,591	(5,489)
8012 Education Protection Account	-	-	-	137,001	-	137,000	-	-	-	94,930	-	-	92,583	461,514	532,632	(71,118)
8019 State Aid - Prior Year	-	-	-	-	-	-	-	-	(10,976)	(10,976)	(10,976)	(10,976)	(10,978)	(54,882)	-	(54,882)
8096 In Lieu of Property Taxes	-	47,061	94,121	62,748	62,748	62,748	62,748	62,748	76,932	38,478	38,478	38,478	29,030	676,318	651,506	24,812
	-	136,130	183,190	360,073	223,072	360,072	223,072	223,072	177,197	233,673	138,743	138,743	221,015	2,618,052	2,724,729	(106,677)
Federal Revenue																
8181 Special Education - Entitlement	-	-	-	-	-	-	-	-	22,500	-	-	11,250	11,250	45,000	37,600	7,400
8290 Title I, Part A - Basic Low Income	-	-	-	-	-	-	-	-	-	58,262	-	-	19,421	77,683	77,067	616
8291 Title II, Part A - Teacher Quality	-	-	-	-	2,864	-	-	-	-	5,723	-	-	2,862	11,449	11,454	(5)
8296 Other Federal Revenue	-	-	-	-	2,370	-	-	-	-	5,000	-	-	2,630	10,000	10,000	-
	-	-	-	-	5,234	-	-	-	22,500	68,985	-	11,250	36,163	144,132	136,121	8,011
Other State Revenue																
8545 School Facilities (SB740)	-	-	-	-	-	-	-	-	-	195,205	97,602	-	53,868	346,675	361,848	(15,173)
8550 Mandated Cost	-	-	-	-	-	-	5,697	-	-	-	-	-	-	5,697	5,697	0
8560 State Lottery	-	-	-	-	-	-	17,816	-	-	17,487	-	-	25,306	60,610	62,264	(1,654)
8598 Prior Year Revenue	-	-	40	-	4,945	-	(1,818)	-	-	-	-	-	-	3,168	-	3,168
8599 Other State Revenue	-	-	120,332	-	-	-	-	-	-	-	-	-	-	120,332	-	120,332
	-	-	120,372	-	4,945	-	21,695	-	-	212,692	97,602	-	79,175	536,482	429,809	106,673
Other Local Revenue																
8689 Other Fees and Contracts	-	1,112	-	-	-	-	-	-	-	-	-	-	-	1,112	-	1,112
8699 School Fundraising	520	7,911	4,362	5,547	1,087	197	4,734	4,734	-	-	-	-	-	29,092	78,030	(48,938)
8792 Transfers of Apportionments	-	8,660	8,660	15,589	15,589	15,589	15,589	15,589	11,049	11,049	11,049	11,049	10,189	149,650	154,400	(4,750)
8980 Contributions, Unrestricted	1,084	-	-	500	-	-	-	-	-	-	-	40,000	-	41,584	40,000	1,584
	1,604	17,683	13,022	21,636	16,676	15,786	20,323	20,323	11,049	11,049	11,049	51,049	10,189	221,439	272,430	(50,991)
Total Revenue	1,604	153,813	316,584	381,709	249,927	375,858	265,091	243,395	210,746	526,399	247,394	201,042	346,542	3,520,105	3,563,089	(42,984)
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	88,461	118,203	136,289	111,894	111,250	111,750	111,149	117,251	110,473	110,473	-	-	-	1,127,194	1,129,828	2,634
1170 Teachers' Substitute Hours	120	-	1,643	3,420	2,473	1,680	1,320	2,400	3,060	3,060	3,060	3,060	-	25,295	30,600	5,305
1175 Teachers' Extra Duty/Stipends	-	1,720	-	-	-	-	-	-	-	-	-	-	-	1,720	5,151	3,431
1300 Administrators' Salaries	22,631	12,732	12,732	12,732	21,440	14,116	14,116	13,962	14,116	14,116	14,116	14,116	-	180,922	174,144	(6,778)
1900 Other Certificated Salaries	2,198	850	(254)	2,309	1,337	1,579	1,486	2,030	1,985	2,336	2,336	584	-	18,775	17,915	(860)
	113,411	133,505	150,409	130,353	136,499	129,124	128,071	135,643	129,634	129,985	19,511	17,760	-	1,353,905	1,357,638	3,733
Classified Salaries																
2100 Instructional Salaries	1,644	5,944	15,286	14,896	10,606	11,017	11,213	9,610	9,261	10,896	10,896	2,724	-	113,993	147,615	33,622
2200 Support Salaries	-	1,750	3,823	3,425	1,113	1,619	779	(390)	1,361	1,602	1,602	400	-	17,086	16,350	(736)
2300 Classified Administrators' Salaries	3,086	4,516	5,946	4,516	4,516	4,516	4,516	4,516	4,516	4,516	4,516	-	-	49,676	49,668	(8)
2400 Clerical and Office Staff Salaries	7,499	9,517	15,427	18,410	14,606	14,016	11,624	6,788	11,318	11,515	11,051	10,531	-	142,300	199,476	57,176
2900 Other Classified Salaries	1,546	14,493	20,586	24,091	19,634	13,248	10,689	16,810	8,039	9,458	9,458	2,364	-	150,417	135,877	(14,540)
	13,776	36,220	61,067	65,338	50,475	44,417	38,821	37,335	34,496	37,986	37,522	16,019	-	473,472	548,986	75,514
Benefits																
3101 STRS	17,366	20,899	23,803	29,416	21,708	20,404	20,127	20,252	19,864	19,918	2,990	2,721	-	219,467	222,011	2,544
3202 PERS	4,941	8,568	16,924	13,508	11,012	9,322	8,206	9,397	8,027	8,215	2,789	1,652	-	102,563	95,860	(6,703)
3301 OASDI	1,505	2,881	4,191	4,583	3,703	3,316	2,944	3,010	2,524	2,583	877	519	-	32,637	36,695	4,058
3311 Medicare	1,769	2,383	2,941	2,712	2,589	2,397	2,304	2,337	2,380	2,436	827	490	-	25,565	26,807	1,242
3401 Health and Welfare	14,788	15,542	13,731	28,129	17,103	14,289	13,665	14,217	14,094	14,094	21,545	21,545	-	202,742	152,500	(50,242)
3501 State Unemployment	61	82	101	93	89	83	79	81	709	354	354	354	-	2,442	5,765	3,323
3601 Workers' Compensation	1,250	1,250	1,723	1,250	4,407	1,682	1,395	2,132	1,250	1,250	1,250	-	-	18,838	13,000	(5,838)
	41,680	51,605	63,415	79,691	60,612	51,493	48,720	51,427	48,847	48,849	30,632	27,282	-	604,253	552,638	(51,615)

Blue Oak Charter School
Monthly Cash Flow/Forecast FY19-20

Revised 3/18/2020

ADA = 292.80



	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Year-End Accruals	Annual Forecast	1st Interim Budget	Favorable / (Unfav.)
Books and Supplies																
4100 Textbooks and Core Materials	19,614	-	-	-	183	-	-	7,673	-	-	-	-	-	27,470	17,465	(10,005)
4200 Books and Reference Materials	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,149	2,149
4302 School Supplies	25,987	9,398	(60)	-	6,400	175	928	536	513	513	513	513	-	45,415	25,000	(20,415)
4310 Office Expense	203	343	245	600	1,109	-	848	1,237	-	-	-	-	-	4,585	24,225	19,640
4312 School Fundraising Expense	-	-	-	-	-	-	-	907	-	-	-	-	-	907	3,500	2,593
4400 Noncapitalized Equipment	-	-	-	-	-	-	-	-	250	250	250	250	-	1,000	1,000	-
	45,804	9,740	185	600	7,693	175	1,776	10,353	763	763	763	763	-	79,377	73,339	(6,038)
Subagreement Services																
5102 Special Education	-	-	-	-	-	-	-	-	11,250	11,250	11,250	11,250	-	45,000	-	(45,000)
5106 Other Educational Consultants	-	-	-	-	-	-	550	-	613	613	613	613	-	3,000	-	(3,000)
	-	-	-	-	-	-	550	-	11,863	11,863	11,863	11,863	-	48,000	-	(48,000)
Operations and Housekeeping																
5201 Auto and Travel	445	1,065	-	-	-	-	-	636	743	743	743	743	-	5,118	5,118	-
5300 Dues & Memberships	1,000	-	-	-	-	-	-	-	646	646	646	646	-	3,582	3,582	-
5400 Insurance	9,285	-	8,224	1,772	1,767	4,890	1,767	1,767	-	-	-	-	-	29,474	25,847	(3,627)
5501 Utilities	8,841	9,089	901	14,837	11,307	3,987	4,059	4,469	6,877	6,877	6,877	6,877	-	85,000	85,000	-
5502 Janitorial Services	-	-	-	-	-	957	-	5,699	273	273	273	273	-	7,750	3,200	(4,550)
5900 Communications	2,554	544	437	52	-	-	1,004	751	1,565	1,565	1,565	1,565	-	11,600	11,600	-
5901 Postage and Shipping	-	-	-	363	42	66	-	50	-	-	-	-	-	521	-	(521)
	22,125	10,699	9,562	17,025	13,116	9,900	6,830	13,372	10,104	10,104	10,104	10,104	-	143,045	134,347	(8,698)
Facilities, Repairs and Other Leases																
5601 Rent	47,379	48,718	47,379	47,379	48,867	48,867	48,867	48,867	48,867	48,867	48,867	48,867	-	581,791	583,995	2,204
5603 Equipment Leases	1,068	1,128	320	1,529	3,500	439	1,159	1,075	1,575	1,575	1,575	1,575	-	16,518	18,900	2,382
5610 Repairs and Maintenance	-	85	608	-	393	-	1,564	-	1,763	1,763	1,763	1,763	-	9,700	9,700	-
	48,447	49,931	48,307	48,908	52,759	49,306	51,590	49,942	52,205	52,205	52,205	52,205	-	608,009	612,595	4,586
Professional/Consulting Services																
5801 IT	-	-	-	-	375	-	-	795	3,208	3,208	3,208	3,208	-	14,000	14,000	-
5802 Audit & Taxes	-	-	-	-	-	-	3,630	-	-	-	1,500	2,500	-	7,630	9,500	1,870
5803 Legal	926	711	4,500	-	892	-	-	-	1,243	1,243	1,243	1,243	-	12,000	12,000	-
5804 Professional Development	400	725	1,415	-	2,100	-	97	550	2,428	2,428	2,428	2,428	-	15,000	15,000	-
5805 General Consulting	1,422	-	1,015	5,180	10,375	-	2,900	2,893	-	-	-	-	-	23,785	10,000	(13,785)
5806 Special Activities/Field Trips	-	190	2,462	-	807	-	6,470	2,400	-	-	-	-	-	12,329	35,800	23,471
5807 Bank Charges	-	32	15	-	-	30	-	-	-	-	-	-	-	77	-	(77)
5809 Other taxes and fees	-	-	30	20	128	-	20	53	12	12	12	12	-	300	1,500	1,200
5810 Payroll Service Fee	695	929	4	-	-	92	-	450	833	833	833	833	-	5,504	10,000	4,496
5811 Management Fee	7,084	7,084	7,084	-	1,500	8,467	5,967	5,967	5,967	5,967	5,967	5,967	-	67,021	74,250	7,229
5812 District Oversight Fee	-	1,362	1,832	3,601	2,231	2,231	628	628	1,772	2,337	1,387	1,387	6,784	26,181	30,857	4,676
5815 Public Relations/Recruitment	550	369	-	-	310	189	650	210	680	680	680	680	-	5,000	5,000	-
	11,076	11,402	18,357	8,801	18,718	11,009	20,362	13,946	16,144	16,709	17,259	18,259	6,784	188,826	217,907	29,081
Depreciation																
6900 Depreciation Expense	-	-	-	-	-	-	-	-	3,043	3,043	3,043	3,043	-	12,170	2,133	(10,037)
	-	-	-	-	-	-	-	-	3,043	3,043	3,043	3,043	-	12,170	2,133	(10,037)
Interest																
7438 Interest Expense	-	-	3,497	-	-	4,609	-	-	-	-	-	-	-	8,106	8,000	(106)
	-	-	3,497	-	-	4,609	-	-	-	-	-	-	-	8,106	8,000	(106)
Total Expenses	296,320	303,102	354,800	350,716	339,872	300,033	296,720	312,018	307,097	311,504	182,901	157,296	6,784	3,519,163	3,507,583	(11,580)
Monthly Surplus (Deficit)	(294,716)	(149,289)	(38,216)	30,993	(89,944)	75,825	(31,629)	(68,623)	(96,351)	214,895	64,493	43,746	339,758	942	55,506	(54,564)
														0%	2%	

Blue Oak Charter School
Monthly Cash Flow/Forecast FY19-20

Revised 3/18/2020

ADA = 292.80



	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Year-End Accruals	Annual Forecast	1st Interim Budget	Favorable / (Unfav.)
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(294,716)	(149,289)	(38,216)	30,993	(89,944)	75,825	(31,629)	(68,623)	(96,351)	214,895	64,493	43,746	339,758	942		
Cash flows from operating activities																
Depreciation/Amortization	-	-	-	-	-	-	-	-	3,043	3,043	3,043	3,043	-	12,170		
Public Funding Receivables	381,765	10,176	88,038	89,784	26,153	(137,000)	137,000	52,256	-	-	-	-	(346,542)	301,630		
Prepaid Expenses	-	(7,642)	79,171	568	899	(18,083)	-	3,183	-	-	-	-	-	58,096		
Accounts Payable	(24,716)	10,949	(16,543)	(40,183)	(7,098)	1,174	-	(11,881)	-	-	-	-	6,784	(81,514)		
Accrued Expenses	(31,636)	42,920	39,840	1,982	31,338	(21,873)	(62,057)	(1,766)	(388)	54	(16,928)	(268)	-	(18,784)		
Summer Holdback	-	12,138	14,785	10,190	11,563	11,628	11,628	11,628	11,628	11,628	(53,408)	(53,408)	-	-	-	-
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	(10,000)	(10,000)	(10,000)	(20,185)	-	(50,185)	-	-
Cash flows from financing activities																
Proceeds from Factoring	-	-	200,000	-	-	150,000	-	-	-	-	-	-	-	350,000	-	-
Payments on Factoring	-	-	(50,679)	(150,000)	(80,000)	(68,888)	-	(52,000)	(52,000)	(50,609)	-	-	-	(504,176)	-	-
Total Change in Cash	30,697	(80,748)	316,396	(56,667)	(107,089)	(7,217)	54,941	(67,204)	(144,069)	169,010	(12,801)	(27,074)				
Cash, Beginning of Month	105,647	136,344	55,596	371,993	315,326	208,237	201,020	255,962	188,758	44,689	213,699	200,899				
Cash, End of Month	136,344	55,596	371,993	315,326	208,237	201,020	255,962	188,758	44,689	213,699	200,899	173,825				

Blue Oak Charter

Statement of Financial Position

February 29, 2020

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Cash & Cash Equivalents	\$ 188,758	\$ 105,647	\$ 83,111	79%
Public Funding Receivables	3,648	651,820	(648,172)	-99%
Factored Receivables	(102,608)	(154,176)	51,568	-33%
Prepaid Expenses	20,176	78,272	(58,096)	-74%
Total Current Assets	109,974	681,563	(571,589)	-84%
Long-Term Assets				
Property & Equipment, Net	2,132	2,132	-	0%
Deposits	28,000	28,000	-	0%
Total Long Term Assets	30,132	30,132	-	0%
Total Assets	\$ 140,106	\$ 711,695	\$ (571,589)	-80%
Liabilities				
Current Liabilities				
Accounts Payable	\$ 4,495	\$ 92,793	\$ (88,298)	-95%
Accrued Liabilities	173,156	90,848	82,308	91%
Total Current Liabilities	177,651	183,641	(5,990)	-3%
Total Liabilities	177,651	183,641	(5,990)	-3%
Total Net Assets	(37,545)	528,054	(565,599)	-107%
Total Liabilities and Net Assets	\$ 140,106	\$ 711,695	\$ (571,589)	-80%

Blue Oak Charter

Accounts Payable Aging

February 29, 2020

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
CSMC	38777	9/15/2019	10/1/2019	-	-	-	-	7,084	7,084
Jessee Heating & Air Conditioning	J19296CA1	10/24/2019	11/23/2019	-	-	-	-	40,000	40,000
PowerSchool Group LLC	INV183225	6/30/2019	7/30/2019	-	-	-	-	4,824	4,824
Sutter County Schools Office	20-0051	8/21/2019	10/1/2019	-	-	-	-	3,000	3,000
Total Outstanding Invoices				<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 54,908</u>	<u>\$ 54,908</u>

Blue Oak Charter

Check Register

For the period ended February 29, 2020

Check Number	Vendor Name	Check Date	Check Amount
10055	Blue Shield of California	2/7/2020	\$ 245.79
10056	Butte County Office of Education	2/7/2020	75.00
10057	California State University Chico	2/7/2020	80.00
10058	Chico Unified School District/AR-Facilities	2/7/2020	400.00
10059	Employers Preferred Ins CO	2/7/2020	1,384.80
10060	Evergreen Janitorial Supply Inc	2/7/2020	190.87
10061	Jessee Heating & Air Conditioning	2/7/2020	10,185.00
10062	Office Depot Inc	2/7/2020	353.81
10063	Syncb/Amazon	2/7/2020	303.33
10064	Angie Ernest	2/14/2020	422.05
10065	Cheryl Grant	2/14/2020	44.08
10066	Nicholas Meier	2/14/2020	137.54
10067	Philadelphia Insurance Companies	2/14/2020	1,767.29
10068	Sarah Lee	2/14/2020	101.61
10069	Susan Whittlesey	2/14/2020	725.17
10070	Angie Ernest	2/20/2020	22.49
10071	Carpet Restoration Company	2/20/2020	4,550.00
10072	CDW Government	2/20/2020	795.00
10073	Charter Impact	2/20/2020	5,967.00
10074	E-Rate Advisors	2/20/2020	375.00
10075	North State Parent	2/20/2020	210.00
10076	Recology Butte Colusa Counties	2/20/2020	1,149.38
10077	Tahoe Pure Water Co	2/20/2020	10.00
10078	William H Sadlier Inc	2/20/2020	4,760.61
10079	Alice Training Institute LLC	2/28/2020	695.00
10080	Anthem Blue Cross	2/28/2020	15,931.82
10081	California Water Service	2/28/2020	566.09
10082	Department of Justice	2/28/2020	32.00
10083	Employment Development Dept	2/28/2020	747.60
10084	Group Sales Oregon Shakespeare Festival	2/28/2020	2,200.00
10085	Hoffecker Burgess Consulting	2/28/2020	2,518.00
10086	Humana Insurance Co	2/28/2020	2,092.17
10087	J C Nelson Supply Co	2/28/2020	17.84
10088	Learning Without Tears	2/28/2020	53.13
10089	Mercurius Art Makes Sense	2/28/2020	270.11
10090	Office Depot Inc	2/28/2020	385.98
10091	Paybridge LLC	2/28/2020	450.00
10092	TIAA Commercial Finance Inc	2/28/2020	665.19
10093	Wild SF Tours LLC	2/28/2020	350.00
10094	William H Sadlier Inc	2/28/2020	<u>2,912.47</u>

Total Disbursements Issued \$ 64,143.22



CliftonLarsonAllen LLP
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February 13, 2020

Board of Directors and Management
Blue Oak Charter School
450 W. East End
Chico, CA 95926

Dear Members of the Board and Management:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for Blue Oak Charter School ("you," "your," or "the Organization") for the year ended June 30, 2020.

Lili Huang is responsible for the performance of the audit engagement. Per Education Code Section 41020(f)(2), there is a limit of six consecutive year for any firm where the principal/director-in-charge of the audit and the reviewing principal/director have been the same in each of those years. This is the first year Lili Huang will be the engagement principal.

Audit services

We will audit the financial statements of the Organization, which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

We will also evaluate and report on the presentation of the supplementary information accompanying the financial statements in relation to the financial statements as a whole.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements and related notes.
- Preparation of adjusting journal entries.
- Preparation of the informational tax return.

Audit objectives

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance*

Reporting, published by the Education Audit Appeals Panel. Our audit will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will issue a written report upon completion of our audit of your financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*. The report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the entity is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We also will issue a written report and opinion on State Compliance upon completion of our audit.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and compliance relevant information about any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that may have occurred that are required to be communicated under *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP. Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design, implementation, and maintenance of effective internal control, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered. You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for the preparation of the supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You

agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements and related notes. Since the preparation and fair presentation of the financial statements is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for those financial statements. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements.
- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.
- We will prepare the organization's federal Form 990 and applicable state filings in accordance with the applicable tax laws. We will use our judgment in resolving questions where the law is

unclear, and where there is reasonable authority, we will resolve questions in your favor whenever possible. We will not audit or independently verify the accuracy or completeness of the information we receive from you for the preparation of the returns and filings, and our engagement cannot be relied upon to uncover errors or irregularities in the underlying information.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We expect to begin our audit in April 2020.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance

procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the regulator. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Mediation

Any disagreement, controversy, or claim (“Dispute”) that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice (“Mediation Notice”) to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months (“Limitation Period”) after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Price Estimate

The price for these services will be based on the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges. Based on our preliminary estimates, the price for the engagement is as follows:

Professional Services	Amount
Audit services	\$9,750
Informational tax return services	\$1,600
Additional fee related to implementation of the following standards, this is an estimate, the actual amount will depend on the amount of work involved by CLA:	\$500
<i>ASU 2014-09, Revenue Recognition</i>	
<i>ASU 2018-18, Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made</i>	
<i>ASU 2016-18, Statement of Cash Flows</i>	
Technology and client support fee	\$600
Total	\$12,450

The price estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated price for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for our services will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. There is a provision to withhold ten percent of the audit fee until the Controller certifies that they audit report conforms to the reporting provisions of subdivision (a) of Section 14503.

Technology Support Fee

Given the rising technology costs all organizations are expending to serve and protect client information, we are adding a 5% technology and client support fee to all of our invoices. The fee combines technology expenses with client support costs and includes technology support, printing, communications, data security and storage, indirect engagement support costs and technical resource subscriptions. This is estimated and included in the fee table above.

Changes in engagement timing and assistance by your personnel

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return a copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

Lili Huang, CPA
Principal
626-857-7300
Lili.Huang@claconnect.com

Response:

This letter correctly sets forth the understanding of Blue Oak Charter School.

Authorized signature: _____

Title: _____

Date: _____

Agenda Item: Approve Employment Contract

Prepared by: Susan Domenighini Charter Council Date: 03/24/2020

Background Information:

Blue Oak would like to approve employment for **classified employee:**

- Emma Todd, School Counselor

Agenda Item: Policy: Tobacco

Prepared by: Susan Domenighini Charter Council Date: 03/24/2020

Background Information:

This is a final look at a Tobacco-Free policy. The California Department of Education is encouraging all school districts to adopt a tobacco-free policy.

Tobacco-Free Policy

Blue Oak Charter Council (BOCC) recognizes that the use of commercial tobacco products, including electronic smoking devices, is a health, safety, and environmental hazard for students, staff, visitors, and school facilities. The board is acutely aware of the serious health risks associated with the use of commercial tobacco products, including electronic smoking devices, to users and non-users. BOCC believes that the use or promotion of commercial tobacco products, including electronic smoking devices, on school grounds and at off-campus school-sponsored events are detrimental to the health and safety of students, staff, and visitors. BOCC also believes accepting gifts or materials from the tobacco industry will send an inconsistent message to students, staff, and visitors. BOCC embraces that adult staff and visitors serve as role models for students. BOCC embraces its obligation to promote positive role models in schools and to provide an environment for learning and working that is safe, healthy, and free from unwanted smoke or aerosol and other commercial tobacco use for the students, staff, and visitors.

Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of school grounds, except on a public sidewalk located within 25 feet of the school. In addition, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited. (Health and Safety Code 104495)

(A) Blue Oak Charter School (BOCS) students are prohibited from possessing, using, consuming, displaying, promoting, or selling any tobacco products, tobacco-related devices, imitation tobacco products, or lighters at any time on school property or at any off-campus, school sponsored event.

(B) Administrators, staff, or visitors of BOCS are prohibited from using, consuming, displaying, activating, promoting, or selling any tobacco products, tobacco related devices, imitation tobacco products, or lighters at any time on school property or at any off-campus, school-sponsored events. This includes products or paraphernalia displaying tobacco industry brands.

(C) It shall be a violation of this policy for BOCS to solicit or accept any contributions, gifts, money, curricula, or materials from the tobacco industry or from any tobacco products shop or producers of electronic smoking devices. It shall also be a violation of this policy to participate in any type of service funded by the tobacco industry while in the scope of employment for BOCS.

(D) Instruction to discourage the use of tobacco products shall be included in the education provided for all students. Staff responsible for teaching tobacco use prevention shall have adequate training and participate in ongoing professional development activities to effectively deliver the education program as planned. The curriculum for this instruction will not be paid for or developed by the tobacco industry or its subsidiaries.

**BYLAWS
OF
BLUE OAK CHARTER SCHOOL INC.**
(A California Nonprofit Public Benefit Corporation)

**ARTICLE I
NAME**

Section 1. NAME. The name of this corporation is Blue Oak Charter School Inc.

**ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION**

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is 450 W. East Ave., Chico, State of California. The Charter Council may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Charter Council may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

**ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS**

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this corporation is to manage, operate, guide, direct and promote the Blue Oak Charter School ("Charter School"), a California public charter school. Also in the context of these purpose, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

**ARTICLE IV
CONSTRUCTION AND DEFINITIONS**

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

**ARTICLE V
DEDICATION OF ASSETS**

Section 1. DEDICATION OF ASSETS. This corporation's assets are irrevocably dedicated to public benefit purposes as set forth in the Charter School's Charter. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any Council member or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

**ARTICLE VI
CORPORATIONS WITHOUT MEMBERS**

Section 1. CORPORATIONS WITHOUT MEMBERS. This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The corporation's Charter Council may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Charter Council finds appropriate.

**ARTICLE VII
CHARTER COUNCIL**

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Charter Council ("Council"). The Council may delegate the management of the corporation's activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Council.

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Charter Council shall have the power to:

- a. Appoint and remove, at the pleasure of the Charter Council, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.
- b. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in California for holding any meeting of members.
- c. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
- d. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

Section 3. DESIGNATED COUNCIL MEMBERS AND TERMS. The number of Council members shall be seven (7), unless changed by amendments to these bylaws; provided that three (3) seats shall be reserved for parent representatives and four (4) seats shall be reserved for community representatives. Parent Representatives and Community Members may not be employees of Blue Oak Charter School. Community Representatives may not be the parent, legal guardian or significant other of a parent or legal guardian of a child enrolled at Blue Oak Charter School. Parents, legal guardians or significant others of a parent or legal guardian of a child formerly enrolled at Blue Oak Charter School are eligible to serve as a community representative one (1) year after their child is no longer enrolled at Blue Oak Charter school. Additionally, pursuant to Education Code Section 47604(b), the governing board of the granting authority has the right to appoint one representative to the Charter Council. In the event that a representative of the governing board of the granting authority is appointed to the Charter Council, the number of Council members shall be increased to eight (8).

Except for the initial Charter Council, each Council member shall hold office unless otherwise removed from office in accordance with these bylaws for two (2) year(s) and until a successor Council member has been designated and qualified. Terms for the initial Charter Council shall be staggered as drawn by lot with three (3) seats serving a one (1) year term and four (4) seats serving a two (2) year term.

Section 4. RESTRICTION ON INTERESTED PERSONS AS COUNCIL MEMBERS. No persons serving on the Charter Council may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Council member as Council member; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the corporation. Employees of the corporation may not serve on the Charter Council. The Council may adopt other policies circumscribing potential conflicts of interest.

Section 5. COUNCIL MEMBERS' TERM. Each Council member shall hold office for two (2) years and until a successor Council member has been **elected** and seated.

Section 6. EVENTS CAUSING VACANCIES ON COUNCIL. A vacancy or vacancies on the Charter Council shall occur in the event of

- a. the death, resignation, or removal of any Council member ;
- b. the declaration by resolution of the Charter Council of a vacancy in the office of a Council member who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3;
- c. the increase of the authorized number of Council members; and
- d. the failure of a Council member to attend three (3) meetings in a calendar year, unless the Charter Council, by majority vote, takes action to retain them.

Section 7. RESIGNATION OF COUNCIL MEMBERS. Except as provided below, any Council member may resign by giving written notice to the Council Chair, if any, or to the President, or the Secretary, or to the Council. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a Council member's resignation is effective at a later time, the Charter Council may appoint a successor to take office as of the date when the resignation becomes effective according to Article VII, Section 10.

Section 8. COUNCIL MEMBER MAY NOT RESIGN IF NO COUNCIL MEMBER REMAINS. Except on notice to the California Attorney General, no Council member may resign if the corporation would be left without a duly elected Council member or Council members.

Section 9. REMOVAL OF COUNCIL MEMBERS. Any Council member may be removed, with or without cause, by the Blue Oak Charter School community members. A recall election shall be held within ninety (90) days after the presentation of a removal petition to the Council Chair signed by sixty (60) percent of the Blue Oak Charter School community members. Any vacancy caused by the removal of a Council member shall be filled as provided in Article VII, Section 10.

Section 10. VACANCIES FILLED BY COUNCIL. Vacancies on the Charter Council may be filled by approval of the Charter Council or, if the number of Council members then in office is less than a quorum, by

- a. the unanimous consent of the Council members then in office,
- b. the affirmative vote of a majority of the Council members then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211, or
- c. a sole remaining Council member. Vacancies shall be filled by appointment of an interim Council member who shall serve until the next regular May election where the vacant seat shall be filled as provided in Article VIII.

Prior to assuming duties, all newly elected and appointed Charter Council members will read the Board's Code of Ethics.

Section 11. NO VACANCY ON REDUCTION OF NUMBER OF COUNCIL MEMBERS. Any reduction of the authorized number of Council members shall not result in any Council members being removed before his or her term of office expires.

Section 12. PLACE OF CHARTER COUNCIL MEETINGS. Meetings shall be held at the principal office of the Corporation. The Charter Council may designate that a meeting be held at any place within California that has been designated by resolution of the Charter Council or in the notice of the meeting. All meetings of the Charter Council shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, as said chapter may be modified by subsequent legislation.

Section 13. MEETINGS; ANNUAL MEETINGS. All meetings of the Charter Council and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act ("Brown Act"). (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code).

The Charter Council shall meet annually in August for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting will be held in accordance with the provisions of Board Policy "Annual Organizational Meeting". This meeting shall be held at a time, date, and place as may be specified and noticed by resolution of the Charter Council.

Section 14. REGULAR MEETINGS. Regular meetings of the Charter Council, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Charter Council. At least 72 hours before a regular meeting, the Charter Council, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting in a location accessible and open to the public. The agenda shall also be provided to the Charter Authorizer Representative, Faculty Representative, Administrative Representative, Parent Council Chair, Parent Council Co-Chair and will be posted to the school website prior to the meeting.

Section 15. SPECIAL MEETINGS. Special meetings of the Charter Council for any purpose may be called at any time by the Chairman of the Charter Council, if there is such an officer, or a majority of the Charter Council. If a Chairman of the Board has not been elected then the President is authorized to call a special meeting in place of the Chairman of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

Section 16. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Charter Council may be held only after twenty-four (24) hours notice is given to each Council member, the Charter Authorizer Representative, Faculty Representative, Administrative Representative, Parent Council Chair, Parent Council Co-Chair and to the public through the posting of an agenda. Pursuant to the Brown Act, the Charter Council shall adhere to the following notice requirements for special meetings:

- a. Any such notice shall be addressed or delivered to each Council member at the Council member's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the Council member for purposes of notice, or, if an address is not shown on the Corporation's records or is not readily ascertainable, at the place at which the meetings of the Charter Council are regularly held.
- b. Notice by mail shall be deemed received at the time that a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.
- c. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 17. QUORUM. A majority of the Council members then in office shall constitute a quorum. All acts or decisions of the Charter Council will be by majority vote based upon the presence of a quorum. Should there be fewer than a majority of the Council members present at any meeting, the meeting shall be adjourned. Council members may not vote by proxy. A Parent Representative majority of Council members shall not constitute a quorum.

Section 18. TELECONFERENCE MEETINGS. Members of the Charter Council may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Charter Council shall participate in the teleconference meeting from locations within the boundaries of the school district in which the Charter School operates;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Charter Council elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Charter Council participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda¹.

¹ This means that members of the Charter Council who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Charter Council directly at each teleconference location; and
- f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.²

Section 19. ADJOURNMENT. A majority of the Council members present, whether or not a quorum is present, may adjourn any Charter Council meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the Council members who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 20. COMPENSATION AND REIMBURSEMENT. Council members will not receive compensation for their services as Council members or officers, but may receive such reimbursement of expenses as the Charter Council may establish by resolution to be just and reasonable as to the corporation at the time that the resolution is adopted.

Section 21. CREATION AND POWERS OF COMMITTEES. The Council, by resolution adopted by a majority of the Council members then in office, may create one or more committees, each consisting of two or more Council members and no one who is not a Council member, to serve at the pleasure of the Council. Appointments to all committees of the Charter Council shall be by majority vote of the authorized number of Council members. The Charter Council may appoint one or more Council members as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Council, to the extent provided in the Charter Council' resolution, except that no committee may:

- a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- b. Fill vacancies on the Charter Council or any committee of the Council;
- c. Fix compensation of the Council members for serving on the Charter Council or on any committee;
- d. Amend or repeal bylaws or adopt new bylaws;
- e. Amend or repeal any resolution of the Charter Council that by its express terms is not so amendable or subject to repeal;
- f. Create any other committees of the Charter Council or appoint the members of committees of the Council;
- g. Expend corporate funds to support a nominee for Council member if more people have been nominated for Council member than can be elected; or
- h. Approve any contract or transaction to which the corporation is a party and in which one or more of its Council members has a material financial interest.

² The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

Section 22. **ADVISORY COMMITTEES.** Advisory committees may be created by as deemed necessary and appropriate by the Charter Council. These committees shall serve in an advisory capacity only. A Charter Council member shall serve as the chair of each such Charter Council advisory committee. A list of all committees shall be kept by the Council Chair and will be available by request and posted on the school website. All Charter Council Committees shall have a description of their objectives and goals. The Charter Council advisory committees shall report directly to the Charter Council, however, the Director shall be informed of meeting schedules and agendas, and shall receive meeting minutes and reports that may be developed by the committees.

Section 23. **MEETINGS AND ACTION OF COMMITTEES.** Meetings and actions of committees of the Charter Council shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Charter Council' actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Charter Council resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Charter Council may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Charter Council has not adopted rules, the committee may do so.

Section 24. **NON-LIABILITY OF COUNCIL MEMBERS.** No Council member shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 25. **COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS.** The Charter School and the Charter Council shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

Section 26. **ROBERT'S RULES OF ORDER.** Meetings shall be governed by Robert's Rules of Order, as such rules may be revised from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws or with any applicable provision of law, including the Brown Act. The Council Chair may choose to suspend Robert's Rules of Order to allow a greater range of discussion among those present at a meeting, however, such suspension will not apply to motions or other actions necessary to conduct business.

ARTICLE VIII ELECTION PROCESS

Section 1. **ELIGIBILITY TO SERVE ON CHARTER COUNCIL.** All parents and community members are eligible to be elected to the Charter Council so long as they are not employees of Blue Oak Charter School.

Section 2. **ELECTION COMMITTEE AND APPLICATIONS.** A board committee, as defined in Article 7, Section 21, will be formed to ensure an annual election will be held in a fair, open and organized manner. No council member seeking reelection can sit on this Election Committee. The Election Committee will meet at least twice annually with the Executive Director and/or their designee, who shall be responsible for coordinating all election preparations.

Each election shall at a minimum:

- (a) Be preceded by public announcements over a two week period prior to the election;
- (b) Have complete nominating documents submitted from each applicant; Application packets may be obtained from and submitted to the front office of the school.
- (c) Have the complete nominating documents maintained in a public place for viewing;
- (d) Include a public forum for the community to meet candidates after the nominating period is closed and prior to the election and;
- (e) Utilize a ranked voting system to break ties. Ranked voting allows voters to rank candidates on the ballot and prevents ties by using 2nd choice votes to break ties for 1st place votes,

Section 3. ELECTIONS. Elections shall be held in May, except in cases where the incumbents or candidate have no one challenging their position. Should there be no other interested parties, the incumbents or candidates may be automatically elected upon Charter Council ratification. Voting will be conducted for one (1) week, with ballots available at the front office voting station. Trained Election Officials shall be present at all times during polling hours. The polling hours shall be determined by the Administration with the goal of accommodating the availability of the Blue Oak Charter School families.

The ballots shall list all candidates. Ballots may not be removed from the voting area. All candidate's applications, resumes, and letters of intent shall be posted at the polling station for public viewing.

Section 5. VOTING. Each Blue Oak Charter School community member is entitled to submit one ballot. Community members include each parent and/or legal guardian of children currently enrolled in Blue Oak Charter School (not to exceed a total of two ballots per family), each Blue Oak Charter School employee and each Charter Council member. Independent contractors are not community members. A list of eligible voters will be used by election officials to check off names of voters. If a voter's name cannot be found on the official list, a clearly marked provisional ballot will be issued but not cast until the election official determines the eligibility of the voter. Provisional voters will be notified within 24 hours of their eligibility.

On Friday of the week of the Charter Council elections, the ballot box shall be removed at 3:15 pm. Ballots shall be counted by two or more Election Officials and the Executive Director or designate. All completed ballots will be bound and kept with school records. Election results are posted the following school day to school bulletin boards and the Blue Oak Charter School website, however results are not considered final until they are approved by the Charter Council.

At the regular Charter Council June meeting the results of the Charter Council election will be presented. The results must be approved by a majority vote of the Charter Council. The Charter Council does reserve the right to take action when or if any irregularities, anomalies, or violations of these Bylaws occur. Such irregularities, anomalies, or violations may be waived by a unanimous vote of Charter Council. Newly elected members will assume office and duties at the first regular meeting in August of the Charter Council. Prior to assuming duties, all newly elected and appointed Charter Council members will read the Board's Code of Ethics.

ARTICLE VIX OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of this corporation shall be a Chairman of the Board, (who shall be known as the "Council Chair"), a Vice-Chairman of the Board (who shall be known as the "Vice-Council Chair"), a President, a Secretary, and a Chief Financial Officer. The corporation, at the Council's direction, may also have one or more Vice-Presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed under Article **VIX**, Section 4, of these bylaws. The officers in addition to the corporate duties set forth in this Article VIX may also have administrative duties as set forth in any applicable contract for employment or job specification. Employees may be appointed officers of the corporation, but may not be members of the Charter Council.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as either the Council Chair.

Section 3. ELECTION OF OFFICERS. The officers of this corporation shall be chosen by the Charter Council at the Annual Organizational Meeting held as described in Article VII, Section 13 of these bylaws and shall serve at

the pleasure of the Council, subject to the rights of any officer under any employment contract.

Section 4. APPOINTMENT OF OTHER OFFICERS. The Charter Council may appoint and authorize the Council Chair, or another officer to appoint any other officers that the corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the Council. One board member will be elected by majority of the BOCC as Parent Council Liaison and will report at both Parent Council and BOCC meetings. One board member will be elected by majority of the BOCC as the Charter Authorizer Liaison.

Section 5. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Charter Council may remove any officer with or without cause. An officer who was not chosen by the Charter Council may be removed by any other officer on whom the Charter Council confers the power of removal.

Section 6. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Council. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

Section 7. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. COUNCIL CHAIR. The Council Chair shall preside at the Charter Council' meetings and shall exercise and perform such other powers and duties as the Charter Council may assign from time to time. If there is no President, the Council Chair shall also be the chief executive officer and shall have the powers and duties of the President of the corporation set forth in these bylaws. If a Chairman of the Charter Council is elected, there shall also be a Vice-Council Chair. In the absence of the Council Chair, the Vice-Council Chair shall preside at Charter Council meetings and shall exercise and perform such other powers and duties as the Charter Council may assign from time to time.

Section 9. VICE-COUNCIL CHAIR. The Vice-Council Chair shall preside at Charter Council meetings in the absence of the Council Chair and shall exercise and perform such other powers and duties as the Charter Council may assign from time to time.

Section 10. PRESIDENT. Subject to such supervisory powers as the Charter Council may give to the Chairman of the Board, if any, and subject to the control of the Council, and subject to President's contract of employment, the President shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The President shall have such other powers and duties as the Charter Council or the bylaws may require.

Section 11. VICE-PRESIDENTS. If the President is absent or disabled, the Vice-Presidents, if any, in order of their rank as fixed by the Council, or, if not ranked, a Vice-President designated by the Council, shall perform all duties of the President. When so acting, a Vice-President shall have all powers of and be subject to all restrictions on the President. The Vice-Presidents shall have such other powers and perform such other duties as the Charter Council or the bylaws may require.

Section 12. SECRETARY. The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Charter Council may direct, a book of minutes of all meetings, proceedings, and actions of the Council and of committees of the Council. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; and the names of the Council members present at Charter Council and committee meetings.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Council and of committees of the Charter Council that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Charter Council or the bylaws may require.

Section 13. CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The books of account shall be open to inspection by any Council member at all reasonable times. The Chief Financial Officer shall send or cause to be given to Council members such financial statements and reports as are required to be given by law, by these bylaws, or by the Council. These statements and reports shall include;

- a. A monthly Balance Sheet Report
- b. Year-to-date Budget vs. Actual Statement
- c. A monthly Check Register Detail
- d. A monthly statement of all purchases made via credit card or other revolving credit vehicle
- e. A monthly cash flow projection for the remainder of the fiscal year

The Chief Financial Officer shall also

- a. Deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Charter Council may designate;
- b. Disburse the corporation's funds as the Charter Council may order;
- c. Render to the President, Chairman of the Board, if any, and the Council, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the corporation; and
- d. Have such other powers and perform such other duties as the Council, contract, job specification, or the bylaws may require.

If required by the Council, the Chief Financial Officer shall give the corporation a bond in the amount and with the surety or sureties specified by the Charter Council for faithful performance of the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

ARTICLE X CONTRACTS WITH COUNCIL MEMBERS

Section I. CONTRACTS WITH COUNCIL MEMBERS. The Corporation shall not enter into a contract or transaction in which a Council member directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of this Corporation's Council members are Council members have a material financial interest) unless all of the following apply:

- a. The Council member with a material financial interest in the proposed contract or transaction fully discloses his/her financial interest in such contract or transaction in good faith and said disclosure is noted in the Charter Council meeting minutes.
- b. The Council member with a material financial interest in the proposed contract or transaction recuses himself/herself from any participation whatsoever in the proposed contract or transaction (i.e., the interested Council member who recuses himself/herself shall refrain from voting on the matter and shall leave the room during Council discussion and when the final vote is taken).

- c. Such contract or transaction is authorized in good faith by a majority of the Charter Council by a vote sufficient for that purpose.
- d. Before authorizing or approving the transaction, the Charter Council considers and in good faith decides after reasonable investigation that the corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances.
- e. The corporation for its own benefit enters into the transaction, which is fair and reasonable to the corporation at the time the transaction was entered into.

This Section does not apply to a transaction that is part of an educational or charitable program of this corporation if it (a) is approved or authorized by the corporation in good faith and without unjustified favoritism and (b) results in a benefit to one or more Council members or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

ARTICLE XI CONTRACTS WITH NON-COUNCIL MEMBER DESIGNATED EMPLOYEES

Section 1. **CONTRACTS WITH NON-COUNCIL MEMBER DESIGNATED EMPLOYEES.** The Corporation shall not enter into a contract or transaction in which a non-Council member designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Blue Oak Charter School Conflict of Interest Policy have been fulfilled.

ARTICLE XII LOANS TO COUNCIL MEMBERS AND OFFICERS

Section 1. **LOANS TO COUNCIL MEMBERS AND OFFICERS.** This corporation shall not lend any money or property to or guarantee the obligation of any Council member or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a Council member or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that Council member or officer would be entitled to reimbursement for such expenses of the corporation.

ARTICLE XIII INDEMNIFICATION

Section I **INDEMNIFICATION.** To the fullest extent permitted by law, this corporation shall indemnify its Council members, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Charter Council by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Charter Council shall promptly decide under Corporations Code Section 5238

- (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Charter Council shall authorize indemnification.

ARTICLE XIV

INSURANCE

Section 1. **INSURANCE.** This corporation shall purchase and maintain insurance to the full extent permitted by law on behalf of its Council members, officers, employees, and other agents, to cover any liability asserted against or incurred by any Council member, officer, employee, or agent in such capacity or arising from the Council member's, officer's, employee's, or agent's status as such.

ARTICLE XV MAINTENANCE OF CORPORATE RECORDS

Section 1. **MAINTENANCE OF CORPORATE RECORDS.** This corporation shall keep:

- a. Adequate and correct books and records of account;
- b. Written minutes of the proceedings of the Council and committees of the Council; and
- c. Such reports and records as required by law.

ARTICLE XVI INSPECTION RIGHTS

Section 1. **COUNCIL MEMBERS' RIGHT TO INSPECT.** Every Council member shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the Council member's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. **ACCOUNTING RECORDS AND MINUTES.** On written demand on the corporation, any Council member may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Charter Council and committees of the Charter Council at any reasonable time for a purpose reasonably related to the Council member's interest as a Council member. Any such inspection and copying may be made in person or by the Council member's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

Section 3. **MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS.** This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the Council members at all reasonable times during office hours. If the corporation has no business office in California, the Secretary shall, on the written request of any Council member, furnish to that Council member a copy of the articles of incorporation and bylaws, as amended to the current date.

ARTICLE XVII REQUIRED REPORTS

Section 1. **ANNUAL REPORTS.** The Charter Council shall cause an annual report to be sent to itself (the members of the Charter Council) within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- a. The assets and liabilities, including the trust funds, or the corporation as of the end of the fiscal year;

- b. The principal changes in assets and liabilities, including trust funds;
- c. The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- d. The corporation's expenses or disbursement for both general and restricted purposes;
- e. Any information required under these bylaws; and
- f. An independent accountant's report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS.

As part of the annual report to all Council members, or as a separate document if no annual report is issued, the corporation shall, within 120 days after the end of the corporation's fiscal year, annually prepare and mail or deliver to each Council member and furnish to each Council member a statement of any transaction or indemnification of the following kind:

- a. Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:
 - (1) Any Council member or officer of the corporation, its parent, or subsidiary (but mere common Council membership shall not be considered such an interest); or
 - (2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

**ARTICLE XVIII
BYLAW AMENDMENTS**

Section 1. BYLAW AMENDMENTS. The Charter Council may adopt, amend or repeal any of these Bylaws by a majority of the CoW1cil members present at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of the Charter that created the Blue Oak Charter School or make any provisions of these Bylaws inconsistent with that Charter, the corporation's Articles of Incorporation, or any laws. The Charter that created Blue Oak Charter School may only be amended by a two-thirds majority vote of the Charter Council.

**ARTICLE XIX
FISCAL YEAR**

Section I. FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on July 1st and end on June 30th of each year.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the Blue Oak Charter School Inc., a California nonprofit public benefit corporation; that these bylaws, consisting of 14 pages, are the bylaws of this corporation as adopted by the Charter Council on February 26th, 2018; and that these bylaws have not been amended or modified since that date.

Executed on _____, 2018 at 450 W, East Avenue, Chico, California.

Secretary

Agenda Item: 2019/2020 Comprehensive School Safety Plan

Prepared by: Susan Domenighini Charter Council Date: 03/24/2020

Background Information:

The following additions and changes have been made to this document for the 2019/2020 school year.

1. School year updated to 2019/2020 from 2018/2019
2. Active Shooter Tactics and Countermeasures section has replaced the prior years lockdown procedures
3. Updated Incident Command System chart
4. New section added for Injured Student Emergency Accident Protocol
5. Updated school map

Comprehensive School Safety Plan SB 187 Compliance Document

**2019-2020
School Year**

School: Blue Oak Charter School
CDS Code: 04 61424 6119523
District: Blue Oak Charter School
Address: 450 W. East Ave
Chico
Date of Adoption:

Approved by:

Name	Title	Signature	Date
Buck Ernest	Facilities Manager		
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Table of Contents

Senate Bill 187: Comprehensive School Safety Plan Purpose	4
Safety Plan Vision	4
Components of the Comprehensive School Safety Plan (EC 32281).....	5
(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166).....	5
(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100).....	5
(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines	6
(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079).....	12
(E) Sexual Harassment Policies (EC 212.6 [b]).....	13
(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183).....	14
(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)	14
(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)	15
(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)	16
(J) Hate Crime Reporting Procedures and Policies.....	17
Safety Plan Review, Evaluation and Amendment Procedures	22
Safety Plan Appendices.....	23
Emergency Contact Numbers	23
Safety Plan Review, Evaluation and Amendment Procedures	24
Blue Oak Charter School Incident Command System	25
Incident Command Team Responsibilities	26
Emergency Response Guidelines	28
Step One: Identify the Type of Emergency	28
Step Two: Identify the Level of Emergency.....	28
Step Three: Determine the Immediate Response Action	28
Step Four: Communicate the Appropriate Response Action	28
Types of Emergencies & Specific Procedures.....	29
Aircraft Crash	29
Animal Disturbance.....	29
Armed Assault on Campus	29

Biological or Chemical Release.....	31
Bomb Threat/ Threat Of violence	32
Bus Disaster.....	32
Disorderly Conduct	32
Earthquake.....	32
Explosion or Risk Of Explosion	33
Fire in Surrounding Area	33
Fire on School Grounds.....	33
Flooding	33
Loss or Failure Of Utilities	34
Motor Vehicle Crash	34
Psychological Trauma.....	34
Suspected Contamination of Food or Water	35
Unlawful Demonstration or Walkout.....	35
Emergency Evacuation Map.....	36

Senate Bill 187: Comprehensive School Safety Plan Purpose

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at blueoakcharterschool.org/.

Safety Plan Vision

Blue Oak Charter School will provide a physically and emotionally safe environment for students and staff.

Components of the Comprehensive School Safety Plan (EC 32281)

Blue Oak Charter School Safety Committee

Assessment of School Safety

During the 17-18 school year the Facilities Committee, Parent Council Representatives and Blue Oak Charter Council began reviewing past information on the School Safety Plan. During the fall of 2018 a Site Council Sub Committee was formed to review and prepare an updated safety plan.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The Safety Sub Committee will annually review the safety plan, review implementation of safety protocols and other safety issues to make recommendations to School Site Council and the Blue Oak Charter Council.

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

Employees of Blue Oak are Mandated Reporters of suspected child abuse.

All persons who are mandated reporters are required, by law, to report all known or suspected cases of child abuse or neglect. It is not the job of the mandated reporter to determine whether the allegations are valid. If child abuse or neglect is reasonably suspected or if a pupil shares information with a mandated reporter leading him/her to believe abuse or neglect has taken place, the report must be made. No supervisor or administrator can impede or inhibit a report or subject the reporting person to any sanction.

To make a report, an employee must contact appropriate local law enforcement or county child welfare agency, listed below. This legal obligation is not satisfied by making a report of the incident to a supervisor or to the school. The contact should be made to the following agency:

Butte County Children's Services Division
Call: 1.800.400.0902 to Report Abuse (24-hour response)
Report: Suspected Child Abuse Report (BCIA 8572)

The report should be made immediately over the telephone and should be followed up in writing. The Children's Services or law enforcement agency provides Blue Oak Charter the Suspected Child Abuse Report form for this purpose. After making the verbal report complete the Suspected Child Abuse Report and submit it ASAP. If a report cannot be made immediately over the telephone, then an initial report may be made via e-mail or fax.

Mandated Reporter Training is required of all Blue Oak employees annually.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F) (This section of RED TEXT is removed for the 2019/2020 Safety Plan)

CODE RED LOCKDOWN

THREAT LEVELS AND CORRESPONDING EMERGENCY ACTION

NOTIFICATION OF EMERGENCY WILL BE ANNOUNCE BY THE SITE ADMINISTRATOR

CODE RED – ARMED INTRUDER

Staff should determine the best defensive option below:

Option 1: Barricade

- Immediately proceed to a classroom or other securable building. Lock door, Lights off, Curtains/Windows closed.

- Fortify doors and windows with available furniture. Students on ground or hidden.
- Wait for instructions from Incident Coordinator via the intercom system

Option 2: Evacuate

- Flee away from threat
- Communicate via Public Address System

Option 3: Counter

- Last resort - take all actions necessary to distract intruder and escape.

CODE RED – IMMINENT THREAT

Follow directions of Incident Coordinator: **LOCKDOWN** or **EVACUATE**

When the **LOCKDOWN** order is given, take the following actions:

- Immediately proceed to classroom or other securable building.
- Lock doors.
- Lights off, Curtains/Windows closed.
- Students on ground or hidden.
- Wait for instructions from Incident Coordinator via Public Address System

When the **EVACUATE** order is given, take the following actions:

- Immediately vacate the building using the Fire Drill Evacuation Map. Communicate via Cell Phone

CODE YELLOW: PRECAUTIONARY

- No immediate danger
- Duration unknown
- Keep doors locked
- Keep curtains/windows closed
- Lights can remain on
- No unsupervised movement outside of buildings
- Normal classroom activities may continue inside classroom

Active Shooter Tactics and Countermeasures. (This section of BLUE TEXT is new for the 2019/2020 Safety Plan)

Blue Oak Charter School has adopted the A.L.I.C.E. option based training and strategies to help give our school and everyone in it the best knowledge and tools to decide which choice to make to get out of harm's way.

ALICE is a proactive approach program that provides additional options beyond the single response of lockdown. In these events we almost always have the advantage of numbers. The ALICE program is not linear. What strategy someone uses is based on where the attacker is at the time of the event. For example, if the attacker is in the room, you would not want to lockdown. You may use either Evacuate or Counter to start your survival process. If the attacker is farther away from you, you may use Evacuate. If they are down the hall you may start with lockdown, barricading, and controlling the door. The ALICE program is based on human response to stress and distraction research. There is no right answer. Decide on your best option(s) and commit to them.

A.L.I.C.E is the acronym that stands for:

A: Alert

L: Listen

I: Inform

C: Counter

E: Evacuate

Alert is your first notification of danger.

ALERT is when you first become aware of a threat. The sooner you understand that you're in danger, the sooner you can save yourself. A speedy response is critical. Seconds count. Alert is overcoming denial, recognizing the signs of danger and receiving notifications about the danger from others. Alerts should be accepted, taken seriously, and should help you make survival decisions based on your circumstances.

Lockdown: Barricade the room. Prepare to EVACUATE or COUNTER if needed.

If EVACUATION is not a safe option, barricade entry points into your room in an effort to create a semi-secure starting point.

Our training explains scenarios where Lockdown may be the preferable option and dispels myths about passive, traditional lockdown only' procedures that create readily identifiable targets and makes a shooter's mission easier. ALICE trainers instruct on practical techniques for how to better barricade a room, what to do with mobile and electronic devices, how and when to communicate with police, and how to use your time in lockdown to prepare to use other strategies (i.e. Counter or Evacuate) that might come into play should the active shooter gain entry

INFORM:

Communicate the violent intruder's location and direction in real time.

The purpose of INFORM is to continue to communicate information in as real time as possible, if it is safe to do so. Armed intruder situations are unpredictable and evolve quickly, which means that ongoing, real time information is key to making effective survival decisions. Information should always be clear, direct and in plain language, not using codes. If the shooter is known to be in an isolated section of a building, occupants in other wards can safely evacuate while those in direct danger can perform enhanced lockdown and prepare to counter.

Video surveillance, 911 calls and PA announcements are just a few of the channels that may be used by employees, safety officers, and other personnel to inform others. An emergency response plan should have clear methods outlined for informing school employees, hospital workers, or any other employees of the location of a violent intruder.

COUNTER:

Create Noise, Movement, Distance and Distraction with the intent of reducing the shooter's ability to shoot accurately. Counter is NOT fighting.

ALICE Training does not believe that actively confronting a violent intruder is the best method for ensuring the safety of those involved. Counter is a strategy of last resort. Counter focuses on actions that create noise, movement, distance and distraction with the intent of reducing the shooter's ability to shoot accurately. Creating a dynamic environment decreases the shooter's chance of hitting a target and can provide the precious seconds needed in order to evacuate.

EVACUATE:

When safe to do so, remove yourself from the danger zone.

ATI provides techniques for safer and more strategic evacuations. Evacuating to a safe area takes people out of harm's way and hopefully prevents civilians from having to come into any contact with the shooter.

Did you know that you should break a window from the top corner as opposed to the center? Many useful techniques that civilians do not know exist and can save your life. ALICE trainers teach strategies for evacuating through windows, from higher floors and under extreme duress.

ALICE is committed to increasing survivability in a violent intruder event through training proactive response options. There are more ways than one to be prepared for a violent event. Whether you are at a mall, in a theater, grocery shopping, attending a game or listening to a concert, you have options. When ALICE response strategies are implemented, unwilling participants in the event are empowered to choose their best survival option. Seconds count during a violent event and the actions taken in between when the event begins, and law enforcement arrives, are significant and can increase survivability.

There is not one right way to respond to a Violent Critical Incident. Through ALICE training, talking with one another and knowing the options available we feel confident the right choices will be made to nullify or completely negate any casualties.

Document Continues

Public Agency Use of School Buildings for Emergency Shelters

Blue Oak will allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. Blue Oak Charter School or the County Office of Education shall cooperate with the public agency in furnishing and maintaining the services as the County Office of Education may deem necessary to meet the needs of the community.

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

A. Grounds for Suspension and Expulsion of Students:

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time, including, but not limited to:

1. while on school grounds;
2. while going to or coming from school;

3. during the lunch period, whether on or off the school campus;
4. during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:

1. Caused, attempted to cause, or threatened to cause physical injury to another person.
2. Willfully used force of violence upon the person of another, except self-defense.
3. Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
5. Committed or attempted to commit robbery or extortion.
6. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
7. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
8. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
9. Committed an obscene act or engaged in habitual profanity or vulgarity.
10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
11. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
12. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
13. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
17. Engaged in or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.

18. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.

19. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

20. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive. (See Section J for definition of Hate Crime.)

21. Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

22. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

23. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
- Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health. Causing a reasonable student to experience substantial interference with his or her academic performance.
- Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

24. "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- A message, text, sound, video, or image.
- A post on a social network Internet Web site including, but not limited to:
- Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
- Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
- Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- An act of cyber sexual bullying.

- For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
- For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

25. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).

26. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee concurrence.

Non- Discretionary Suspension Offenses

Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

- Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous objects unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee concurrence.

Discretionary Expellable Offenses

Students may be expelled for any of the following acts when it is determined the pupil:

1. Caused, attempted to cause, or threatened to cause physical injury to another person.
2. Willfully used force of violence upon the person of another, except self-defense.
3. Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
5. Committed or attempted to commit robbery or extortion.
6. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
7. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
8. Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
9. Committed an obscene act or engaged in habitual profanity or vulgarity.

10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
11. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
12. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
13. Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
16. Engaged in or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
17. Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
18. Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
19. Caused, attempted to cause, threaten to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
20. Intentionally harassed, threatened or intimidated school personnel or volunteers, and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
21. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

a. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.

b. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.

c. Causing a reasonable student to experience substantial interference with his or her academic performance.

d. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

- "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone or other wireless communication devices, computer, or pager, of a communication, including, but not limited to, any of the following:

a. A message, text, sound, video, or image.

b. A post on a social network Internet Web site including, but not limited to:

c. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

d. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

e. Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

f. An act of cyber sexual bullying.

- For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recordings of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
- For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

22. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).

23. Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee concurrence.

Non -Discretionary Expellable Offenses

Students must be expelled for any of the following acts when it is determined pursuant to the procedures below that the pupil:

1. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous objects unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee concurrence.

2. If it is determined by the Administrative Panel and/or Charter Council that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun-Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

3. The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

4. The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade,

(iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Blue Oak shall inform teachers of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. Blue Oak, the registrar shall provide the information to the teacher based upon any records that Blue Oak maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

Warning Signs of School Violence:

Early Warning Signs:

It is not always possible to predict behavior that will lead to violence. However, educators, parents, and sometimes students can often recognize certain early warning signs. Educators and families can increase their ability to recognize these signs by establishing close, caring and supportive relationships with children, getting to know them well enough to be aware of their needs, feelings, attitudes, and behavior patterns.

We know from research that most children who become violent toward themselves or others feel psychologically rejected and psychologically victimized. In most cases, children who exhibit aggressive behavior early in life, and if not provided support, will continue a progressive developmental pattern toward severe aggression or violence. However, research shows that when children have a positive, meaningful connection to an adult, whether it is at home, in school or in the community, the potential for violence is reduced significantly.

The following early warning signs are presented with the qualifications that they are not equally significant and are not presented in order of seriousness:

- Social Withdrawal
- Excessive feelings of isolation and being alone Excessive feelings of rejection
- Being a victim of violence Feelings of being persecuted
- Low school interest and poor academic performance Expression of violence in writings and drawings Uncontrolled anger
- Patterns of impulsive and chronic hitting, intimidating, and bullying behaviors History of discipline problems
- History of violent and aggressive behavior Intolerance for differences and prejudicial attitudes Use of drugs or alcohol
- Affiliation with gangs Inappropriate access to firearms Serious threats of violence

If these warning signs are observed, it is important to contact the student's teacher and the administration for further assistance.

Imminent Warning Signs

Unlike early warning signs, imminent warning signs indicate that a student is very close to behaving in a way that is potentially dangerous to themselves or others. Imminent warning signs require an immediate response.

No single warning sign can predict that a dangerous act will occur. Rather, imminent warning signs usually are presented as a sequence of overt, serious, hostile behaviors or threats directed at peers, staff, or other individuals. Usually, imminent warning signs are evident to more than one staff member, as well as the child's family. When warning signs indicate that danger is imminent, safety must always be the first and foremost consideration. Action must be taken immediately.

Imminent warning signs may include:

- Serious physical fighting with peers or family members
- Severe destruction of property
- Severe rage for seemingly minor reasons
- Other self-injurious behaviors or threats of suicide

A detailed plan (time, place, and method) to harm or kill others, particularly if the child has a history of aggression or has attempted to carry out threats in the past

Possession and/or use of firearms and other weapons

Immediate intervention by school authorities and possibly law enforcement officers are needed when a child has a detailed plan to commit violence or is carrying a weapon. Parents should be informed immediately when a student is exhibiting any threatening behavior. The school also has the responsibility to seek assistance from child and family service providers, community mental health agencies, and other appropriate organizations.

(E) Sexual Harassment Policies (EC 212.6 [b])

Board Policy: #5145.7

Section: 5000 Students

The Blue Oak Charter Council (BOCC) is committed to maintaining a safe school environment that is free from harassment and discrimination. BOCC prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone. BOCC also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

Blue Oak Charter School strongly encourages any student who feels that they are being or has been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult who has experienced off-campus sexual harassment that has a continuing effect on campus to immediately contact their teacher, a director, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the Executive Director. Once notified, the Executive Director shall take the steps to investigate and address the allegation.

The Executive Director or designee shall take appropriate actions to reinforce the district's sexual harassment policy. This includes ensuring that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence.
2. A clear message that students do not have to endure sexual harassment under any circumstance.
3. Encouragement to report observed instances of sexual harassment, even where the alleged victim of the harassment has not complained.
4. A clear message that student safety is the charter's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved.

5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and prompt action shall be taken to stop any harassment, prevent recurrence, and address any continuing effect on students.
6. Information about the school's procedure for investigating complaints and the person(s) to whom a report of sexual harassment should be made.
7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues.
8. A clear message that, when needed, the charter will take interim measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation and that, to the extent possible, when such interim measures are taken, they shall not disadvantage the complainant or victim of the alleged harassment. Complaint Process and Disciplinary Actions Sexual harassment complaints by and against students shall be investigated and resolved in accordance with law and school procedures.

Students and parents will be notified through the Parent/Student Handbook that complaints of sexual harassment can be filed and where to obtain a copy of the procedures.

Disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall have their employment terminated in accordance with law.

The Executive Director or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

It is most desirable for children's clothing to be free of media images and catchy slogans. Children are inundated with advertisements in their daily lives, and we strive for school to be a space free of that. Students' clothing should be safe for themselves and for the children around them. Therefore, the following expectations have been established: added bullets

- Casual, loose clothing that allows children to move and play comfortably is recommended.
- Shoes should be safe and appropriate for recess and PE. Close-toed shoes are best for school and are required for "PE days." Flip-flops, shoes without a heel strap, boots, "wheelies," dress shoes or shoes with high heels are not safe. Light-up shoes and roller shoes are not permitted
- Beach attire, such as halter tops, bare midriffs, strapless shirts or dresses, spaghetti strap shirts or dresses, see-through clothing, off-the-shoulder blouses and short skirts/shorts are not appropriate for school.
- In hot weather, students may wear shorts that have at least a three inches inseam. Remember, however, that long pants protect knees better than shorts do! Pants and shorts must be worn at the waistline and must not expose undergarments.
- Clothing which displays vulgar language or symbols or promotes drugs, alcohol or other inappropriate or illegal messages is not permitted.
- Bracelets and other dangling jewelry can tangle in play equipment and cause injury.
- Hats are permitted if they meet all the dress code requirements - Faculty may require them to be removed during the class time.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

Supervision

You may not leave your child on school grounds unsupervised, before or after school. Students may not hang out in the halls unsupervised. They may come in during the mornings to put their items down by their classroom but must return to the playground until the morning bell rings.

Drop-off

Upon entering the school parking lot, left-hand turns are not permitted for Blue Oak parents. All incoming traffic will be directed to turn right and park or drive around the back of the school grounds and drop off in the designated "drop-off zone". All walk-ins must enter through the main entrance at the front of the school. Side entrances will remain locked at all times. The Kindergarten is located at the back righthand corner of the school building. It is best to park near this area and walk your Kindergartener into the Kindergarten playground.

Children in Grades 1-8 may be dropped off as early as 7:45 AM. Kindergarteners may be dropped off as early as 8:00 AM

Pick-up Procedures

Students should be picked up from school at the close of classes. If your child is not picked up at their classroom within shortly after dismissal, they will be sent to the Great Room to wait for you or dismissed to meet you at your arranged location. If you are going to be later than 15 minutes, please call the front office to let them know. If you are not able to pick up your student within the first 30 minutes, enrollment in after-school care may be a good option or participation in one of our after-school clubs.

Children in Grades 1st - 3rd are met outside their classroom each day.

This small gesture allows for countless opportunities to support your child but also for you to connect with other parents and your teacher. Of course, continuing this further through the grades is welcome and encouraged. If you cannot meet your little ones inside, please communicate that to your classroom teacher so they can help direct your children to your meeting place. Kindergartners must be picked up outside their classrooms.

Children in grades 1st - 4th require written permission from the parent to be able to walk home.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Over all review

Element:

Opportunity for Improvement:

The safety plan will be review annual by the Safety Committee and objectives will be developed based on the review.

Objectives	Action Steps	Resources	Lead Person	Evaluation

Component:

Element:

Opportunity for Improvement:

Objectives	Action Steps	Resources	Lead Person	Evaluation

Component:

Element:

Opportunity for Improvement:

Objectives	Action Steps	Resources	Lead Person	Evaluation

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Blue Oak Charter School Student Conduct Code

We strive for clarity in our behavior expectations. We look to the Nurtured Heart Approach® for inspiration and strategies as we respond to student behavior. We encourage parents to learn more about the Nurtured Heart Approach®. You can find information online at www.ChildrensSuccessFoundation.com

Referral Process

Students sometimes need correction. We have identified 3 Levels of referrals and the behavior offenses which align with them. If a referral notice is sent home, please sign it and return.

Conduct Code Procedures

Level 1: Referral is addressed verbally by the staff member who has witnessed one of the below offenses:

- Name Calling
- Running in the Halls Being Disrespectful Being Dishonest
- Not Staying in Seat Shouting Out
- Not Raising Hand Being Off Task Excluding Others Rumors
- Being Disruptive (infringing on others learning) Arguing
- Refusing to follow requests Wandering Classroom

If any of these offenses are repeated 3 consecutive times in one time period, it will then be considered a Level 2 offense and a Level 2 referral will be written.

Level 2: Is addressed with a written referral notice completed by the staff member who has witnessed one of the below:

- Telling untruths to avoid responsibilities or consequence
- Deliberate attempt to deceive Profane/Obscene language Verbal Aggression
- Cheating
- Stealing from others
- Throwing or shoving materials or furniture to the floor (isolated incident, 1 time)

If any of the above-listed behaviors are repeated 3 consecutive times in a day, it will then be considered a Level 3 offense

Level 3 is addressed by the Administration. A written referral notice is completed by the staff member who has witnessed one of the below offenses:

- Behavior intended to bring harm to themselves or others Fighting/Kicking/Hitting/Biting/Spitting

- Throwing or shoving furniture or school property repetitively to the ground or at someone Stealing from school property or teacher or anything of monetary value
- Vandalism – Altering, defacing, or destroying other's/school property Verbal or written threats of physical or emotional harm
- Malicious teasing/taunting/spreading rumors with the intent to embarrass others or cause fear
- An illegal act that breaks California Law (drugs, alcohol, weapons, physical assault, sexual harassment)
- A level three referral does not mean an automatic suspension. Staff and administration collaborate to determine the most appropriate consequence

(J) Hate Crime Reporting Procedures and Policies

Hate Crime Reporting Procedures and Policies For purposes of this Guide, the term "hate or bias crime" is used to describe an offense against persons or property motivated by hate or bias against a victim based on race, ethnicity, national origin, religion, sex disability, or sexual orientation. Violence motivated by such factors seriously threatens the values of the school and the larger community and the physical safety and mental well-being of all of those affected. Examples of hate-motivated crime include threatening phone calls, defacing or destroying personal property or buildings, hate mail, bomb threats, other threats of physical harm and intimidation, physical assault, arson, vandalism, cross-burnings, and destruction of religious symbols. Other incidents of harassment, such as racial epithets or graffiti, that occur at school, are also of interest to law enforcement agencies, as well as to school officials, because of their potential for causing dangerous confrontation, disruption of order and public safety, and violent retaliation outside of school property or school hours.

Contact the site administrator if you feel your child may have been a victim of a hate crime.

Student Responsibilities: Each student is responsible for complying with this Policy.

- Ensuring that (s)he does not harass or discriminate against another person on school grounds or in a school-related function, event or activity because of that person's race, color, religion, national origin, ethnicity, sex, sexual orientation, age, or disability; Ensuring that (s)he does not bully another person on school grounds or at a school- related function, event or activity;
- Ensuring that (s)he does not retaliate against any other person for reporting or filing

complaint, for aiding or encouraging the filing of a report or complaint, or for cooperating in an investigation of harassment, bullying, discrimination, or a hate crime; and Cooperating in the investigation of reports or complaints of harassment, bullying, discrimination, retaliation, or a hate crime.

Protection against Retaliation

Blue Oak Charter School will take appropriate steps to protect students from retaliation when they report, file a complaint of, or cooperate in an investigation of a violation of this Policy. Threats or acts of retaliation, whether person-to-person, by electronic means, or through third parties, are serious offenses that will subject the violator to significant disciplinary and other corrective action, including short or long-term suspension, or expulsion.

Designated Officials for Reporting

The Executive Director or his/her designee is responsible for receiving reports and complaints of violations of this Policy. Reporting Procedures.

1. Any student who becomes aware or has a reasonable belief that harassment, bullying, discrimination, retaliation, or a hate crime has occurred or may have occurred on school property or in a school-related activity should promptly report the incident(s) to the Executive Director or his/her designee. In situations where a student or other person does not feel comfortable reporting the incident to a designated official, (s)he may report it to a trusted school employee, who must promptly transmit the report to the Executive Director or his/her designee, utilizing the Level 3 Behavior Notification and/or Investigation Request Sheet.

2. All complaints or reports about a violation of this Policy must be documented on the School's "Reporting/Complaint Form" (see Appendix A). The form is available from designated school officials and on the school system's web page. If a complainant or reporter is either unwilling or unable to complete the District's Reporting/Complaint Form, the school official who receives the oral complaint or report will promptly prepare a written report by filling out the District's Reporting/Complaint Form, using, to the extent practicable, the reporter's or complainant's own words to describe the potential violation.

3. Oral reports made by or to a staff member shall be recorded in writing. A school or district staff member is required to report immediately to the Executive Director or his/her designee any instance of bullying or retaliation the staff member becomes aware of or witnesses. The School official will promptly provide the Executive Director or his/her designee with the completed Reporting/Complaint Form.

4. Reports made by students, parents or guardians, or other individuals who are not school or district staff members, may be made anonymously. The school or district will utilize a variety of reporting resources including, but not limited to, an Incident Reporting Form, a voicemail box, a dedicated mailing address, and an email address. No disciplinary action will be taken against an alleged aggressor solely on the basis of an anonymous report.

5. Through the BOCS Memorandum of Understanding with the Chico Police Department, Blue Oak Charter School may share any and all information with regard to student safety or possible illegal activity with the Chico Police Department.

6. If the Executive Director or his/her designee determines that bullying has occurred, (s)he shall take appropriate disciplinary action. If it is believed that criminal charges may be pursued against the perpetrator, the Executive Director will consult with the BOCS School Board to determine if criminal charges are warranted. If it is determined that criminal charges are warranted, the Chico Police Department will be notified.

Contact the site administrator if you feel your child may have been a victim of a hate crime.

Investigation Procedures

The goal of the investigation is to obtain an accurate and complete account of all incidents and circumstances deemed relevant to the allegations of the complaint.

The Executive Director or his/her designee, upon receipt of a viable report of hate crime, bullying, or harassment shall promptly contact the parents or guardians of a student who has been the alleged target and the alleged perpetrator of the action. The actions being taken to prevent further acts shall be discussed.

Emergencies

The Executive Director or his/her designee will immediately call 911 in a case of a threat of imminent physical harm or actual physical harm to a school community member or where police, fire, medical, or other emergency assistance is needed.

Students on IEPs

As required, when an IEP Team determines that a student has a disability that affects social skills development or the student may participate in or is vulnerable to bullying, harassment, or teasing because of his/her disability, the Team will consider what should be included in the IEP to develop the student's skills and proficiencies to avoid and respond to bullying, harassment, or teasing.

Informal Resolution Procedure

It may be possible to resolve a complaint through a voluntary informal process. Both the complainant and the alleged perpetrator will meet separately in a timely manner with the Executive Director or designee who will explain the informal process, the nature of the complaint, explain the prohibition against retaliation, and determine the needed corrective action the complainant seeks.

After adequate investigation, the designated official will propose a resolution. If the complainant and the alleged offender agree with the proposed resolution, the designated official will write down the resolution, and the complainant and the subject of the complaint will sign it, and each person will receive a copy. At the meeting, the designated official will again explain the prohibition against retaliation. Parents of both the complainant and alleged offender will be notified of the process being followed.

A designated school official will monitor the situation and will follow up with the complainant to determine whether there are further incidents or concerns. The designated official will maintain written record of the follow up. At any time, either party may choose to forego the informal process and commence the formal procedure.

Formal Resolution Procedure

STEP ONE

The Executive Director or his/her designee will separately meet in a timely manner with the complainant and the subject of the complaint to tell them about the formal process, explain the prohibition against retaliation, and determine the remedy the complainant seeks.

STEP TWO

The Executive Director or his/her designee will conduct an investigation in accordance with the procedures described under the Investigations heading of this policy. Parents of both the complainant and alleged offender will be notified of the complaint and the process being followed.

STEP THREE

The Executive Director or his/her designee will determine whether the allegations have been substantiated, and whether this Policy and/or the Code of Conduct have been violated. If the complaint is

substantiated, the designated official will decide based on the investigative findings, on the appropriate course of action. The Executive Director or his/her designee will prepare a written report that includes the investigative findings.

STEP FOUR

The designated official will promptly notify the complainant and the subject of the complaint to let them know whether the complaint has been substantiated. If the complaint is substantiated and the offender remains a student in the school, the designated official will meet with the offender to describe, consistent with the Code of Conduct, the disciplinary and/or corrective action recommended, the school's expectations for future behavior and the potential consequences for retaliation or future violation of the Policy.

If a complaint is substantiated, a report of the incident will be placed in the offender's student records.

File Retention: The Executive Director or his/her designee will maintain a separate confidential file containing the original completed Reporting/Complaint Form, investigatory interview notes and reports, findings made, the results of the investigation, including any decision for action, and other relevant investigatory materials.

Any disciplinary or corrective action against a student must conform to the due process requirements of federal and state law.

STEP FIVE

The Executive Director or his/her designee will monitor the situation and will follow up with the complainant at least weekly for two months to determine whether there are further incidents or concerns, and whether the corrective action and/or disciplinary action(s) imposed has/had been effective. The designated official will maintain a written record of the follow-up.

STEP SIX

Any right of appeal from discipline imposed is governed by the Code of Conduct.

Permissible Disciplinary Sanctions and Corrective Actions in Response to Bullying, Discrimination, Harassment or Hate Crimes
Disciplinary sanctions and corrective actions may include, but are not limited to, one or more of the following:

A written warning;

Parent conferences;

An apology to the victim;

Limiting or denying student access to a part or an area of the school; Adult supervision on school premises;

Exclusion from participation in school-sponsored functions, after-school programs, and/or extracurricular activities;

Classroom transfer;

Awareness training (to help students understand the impact of their behavior); Participation in cultural diversity, anti-harassment, anti-bullying or intergroup relations program;

Specific recommendations, (i.e. anger management, medical assessment, counseling, etc.) Short-term or long-term suspension;

Exclusion, expulsion, or discharge from school;

and Any other action consistent with the Code of Conduct.

Investigations for Formal Proceedings

Prompt and Thorough Investigations: When the Executive Director or his/her designee determines that a Formal Proceeding is appropriate, the school will promptly investigate all reports or complaints of an alleged violation of this Policy.

Investigative Procedure

The Executive Director or his/her designee investigating the incident will gather and preserve evidence and identify all involved parties and witnesses. If the incident involves physical injury, destruction of public property, or acts of a serious criminal nature, the designated official will confer with the local police department prior to gathering or preserving evidence.

Communication During Investigation

Throughout the investigatory and complaint resolution process, the Executive Director or his/her designee will make reasonable efforts to regularly inform the complainant and the subject of the complaint and their parent(s) or guardian(s) of the status of the complaint, the anticipated timing for concluding the investigation, and determination of discipline and/or corrective action(s).

Time for Investigations

The Executive Director or his/her designee will complete his/her investigation as soon as practicable, but not to exceed 14 school days once the report has been received. The Executive Director or his/her designee will expedite the investigation of any claim involving physical violence or serious threats of harm.

Ensuring Safety During Investigation

The Executive Director or his/her designee will take any step he/she determines is necessary and/or advisable to protect, to the extent practicable, the complainant, witnesses, and other individuals from further incidents or from retaliation pending the outcome of the investigation.

Victim Assistance

The Executive Director or his/her designee will make appropriate referrals for victim assistance, including counseling and crisis intervention, if requested, or as needed.

Confidentiality

The District will respect the privacy of the complainant, the subject(s) of the complaint, and the witnesses to the extent possible consistent with its obligations under federal and state law and regulations and the Policy to investigate, report, and take appropriate disciplinary and corrective action, and consistent with applicable confidentiality laws and student record regulations.

Imposing disciplinary action or corrective action

If the Executive Director or his/her designee concludes that the subject of the complaint has violated this Policy, the District will impose disciplinary measures and/or corrective action reasonably calculated to end the conduct cited in the complaint, deter future conduct, and protect the complainant(s) and other similarly situated individuals.

Frivolous Complaints

When a complaint is unfounded, frivolous, or maliciously fabricated, the complainant shall be subject to a range of disciplinary and correction actions consistent with the Code of Conduct.

Safety Plan Review, Evaluation and Amendment Procedures

Regularly, during each school year, the Facilities Manager and Executive Director will review policies and practices concerning school safety. At least once per year the Facility Manager will review and report on the safety of the school facility to the Safety Sub Committee. The Safety Sub Committee will be charged with reviewing the safety Plan annually and advising the charter council on needed changes or goals for improvement.

Blue Oak actively participates in the California Safe Schools Assessment. Data is collected, reported, and reviewed on all crimes committed on the school campus. Blue Oak collects information regarding progress toward solutions and shares this information with students, families, and the community at large.

Blue Oak has established procedures in the following areas:

California Safe School Assessment (CSSA) reporting procedures, suspension and expulsion procedures, and inventory system.

Safety Plan Appendices

Emergency Contact Numbers

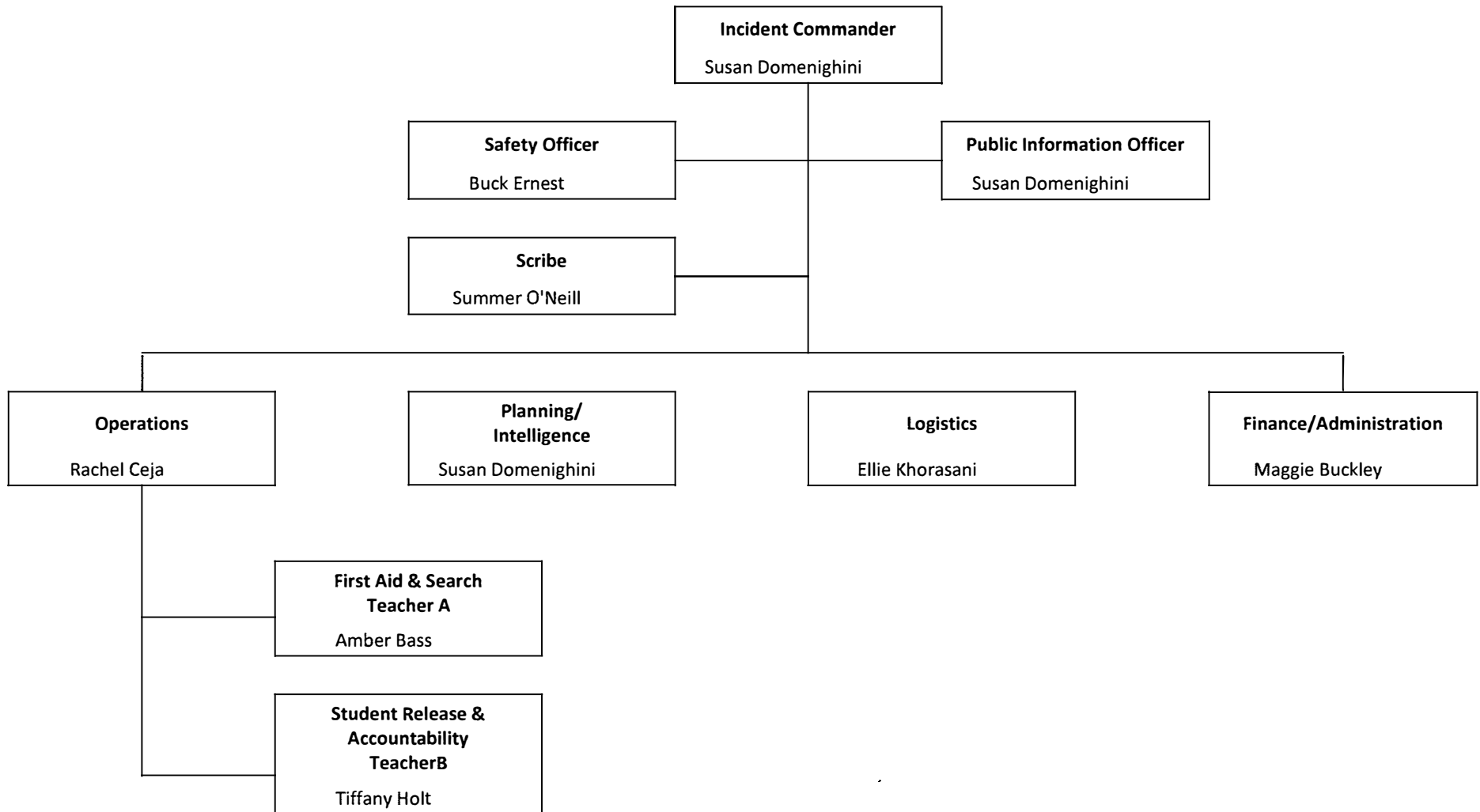
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Emergency Services	Certified Fortress	(530) 893-4269	Security & Fire Systems
Law Enforcement/Fire/Paramedic	Chico Police Department	(530) 897-4900	

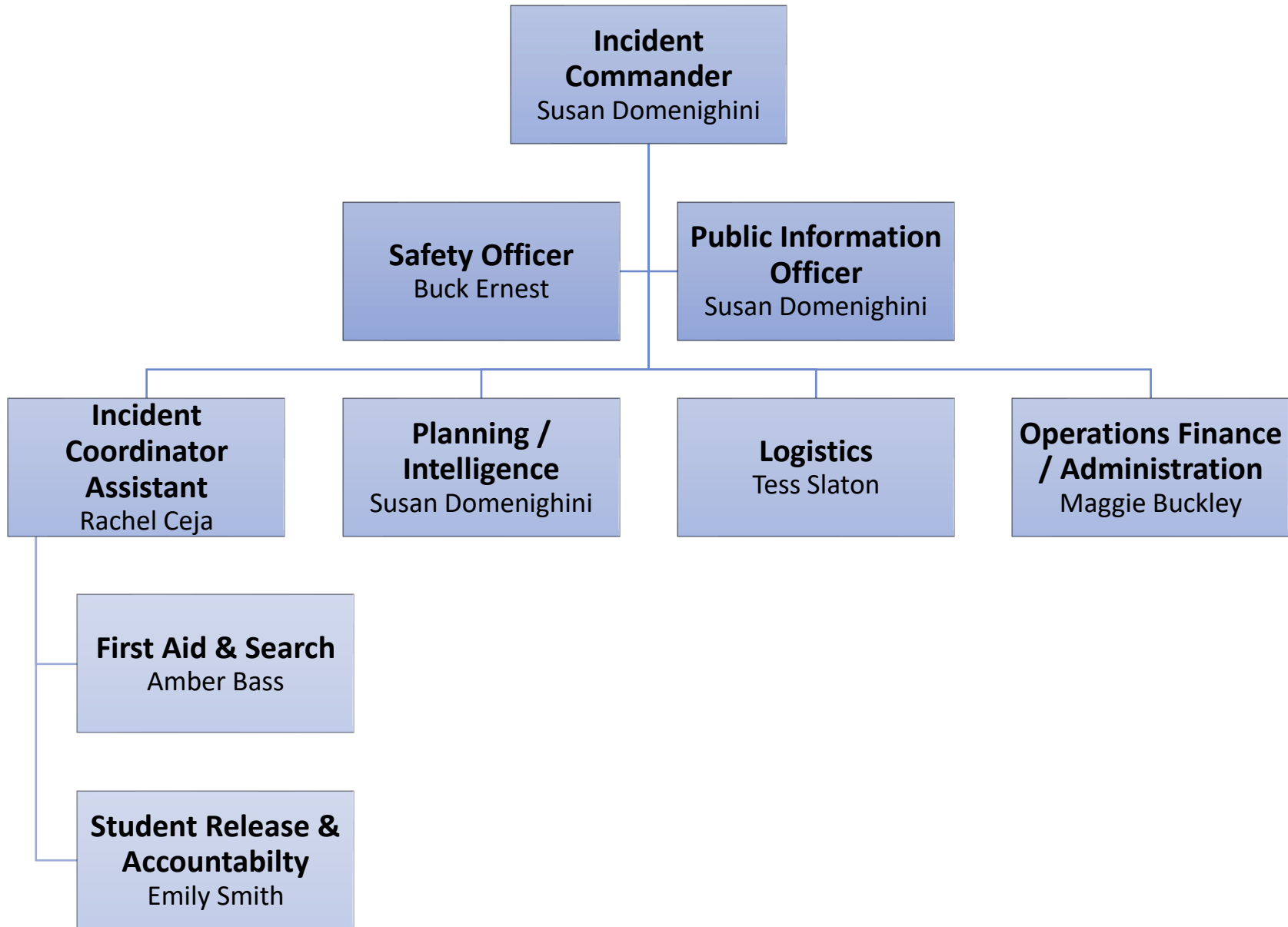
Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)

2018/2019 Blue Oak Charter School Incident Command System - This chart is removed for the 2019/2020 Safety Plan and replaced by the 2019/2020 chart.



2019/2020 Blue Oak Charter School Incident Command System



Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Responsibilities of Incident Coordinator

- Notify 911
- Take proactive action to stabilize the scene.
- Assess potential danger and unsafe conditions.
- Assume command; select and establish appropriate command post.
- Establish communication with appropriate officials to determine specifics of location and threat level.
- Classify threat level: Brief incident personnel.
- Invoke EMERGENCY AUTHORITY to assert immediate action plan to correct unsafe conditions.
- Supervise and direct the activities of all personnel.
- Provide regular updates of the scope and size of the incident to Incident Command personnel.
- Approve the release of all information to the news media.
- Refer pertinent information to Operations/Logistics.
- De-escalate process: Coordinate reports to all Incident Command personnel.
- Set objectives and approve plans for return to normal operations.
- Complete activity log, and after-incident reports for school debriefing.
- Prepare plan of incident for debriefing.

Responsibilities of Incident Coordinator/Assistant(s)

- Communicate to staff as directed by the Incident Coordinator.
- Identify responding agencies to determine locations of all assisting personnel.
- Continually update incident actions plans.
- Maintain activity logs, and complete after-incident reports.

Responsibilities of Scribe(s)

- Maintain ongoing command post journal.
- Maintain and display an updated map of the incident location and response.
- Update minutes from briefings.

Responsibilities of Operations/Logistics

- Work with responding agencies.
- Advise the Incident Coordinator of resources needed.
- Coordinate and process request for additional resources.
- Issue operational orders to implement directives of the Incident Coordinator.
- Provide Incident Coordinator with frequent status updates.
- Provide information to appropriate emergency/responding agencies.
- Establish a staging area for resource delivery.
- Maintain an activity log and prepare after-activity reports for debriefing.
- Request resources with Public Information/district office and supporting agencies.
- Inform the Incident Coordinator of resources being deployed.

Responsibilities of Operations/Logistics Assistant

- Maintain a visible chart of resources requested.
- Maintain the staging area and staging personnel.
- Establish and maintain communications between Staging Area and Operations/Logistics.
- Maintain a log of the agencies deployed and the location of safety personnel.
- Responsibilities of Safety/Logistics Name
- Coordinate escort of students to parents/guardians.
- Maintain a log of students remanded to parent/guardians.
- Monitor operational activities to assess potential danger and unsafe conditions.
- Maintain a safe and clear entrance and exit to the site.

Responsibilities of Liaison/Intelligence Chico Police Officer (SRO/Probation)

- Identify agency representatives/emergency personnel upon arrival and alert Incident Coordinator.
- Maintain contact with responding agencies and locations of assisting personnel.

Responsibilities of Public Information Personnel will be covered by the Incident Commander.

- Prepare information summary on media coverage Command Post personnel.
- Provide an escort to media and other official to designated meeting areas as necessary.
- Arrange for meeting between news media and incident personnel
- Obtain copies of all media released and post them in the command post for review.

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

Step Two: Identify the Level of Emergency

Step Three: Determine the Immediate Response Action

Step Four: Communicate the Appropriate Response Action

Types of Emergencies & Specific Procedures

Aircraft Crash

This procedure addresses situations involving an airplane crash on or in proximity to school property.

The front office will call 911 and will provide the exact location (room, building or area) and nature of emergency.

The Incident Commander will initiate the appropriate response actions, which may include duck and cover, lockdown, or evacuation of a building or the entire school.

If on school property, the Utilities Team will secure the crash area to prevent unauthorized access. If the crash results in a fuel or chemical spill on school property, the Incident Commander will order the procedures for a "Chemical Spill Onsite" to go into effect.

The Hospital Team will check injuries to provide appropriate first aid.

Any affected areas will not be reopened until the Butte County HazMat or appropriate agency provides clearance and the Incident Commander issues authorization to do so.

The Counselors will convene onsite to offer counseling as necessary.

If it is unsafe to remain on campus, the Incident Commander will initiate a school evacuation.

Animal Disturbance

It is the policy of Blue Oak Charter School to keep students and staff safe from dangerous or hazardous animals or insects. If a wild animal, unleashed domestic animal, or insects that sting or bite is found on campus which appears to be a danger or potentially harmful to students/staff the following actions will be taken:

Procedure for wild animal on campus

Keep students/staff away from the animal until it is removed from campus.

Call 911 or Animal Control and advise them of the type of animal, the current location, how long it has been on campus and if it appears hurt or sick.

Law enforcement or Animal Control will remove the animal from the campus.

Procedure for a domestic animal on campus

1. If the owner is present on campus, ask the owner to take control of the animal
2. If the owner is not present on campus and the animal is a potential danger to students/staff call Animal Control to remove the animal.

Procedure for Insects that sting or bite

1. Keep students/staff from the insect(s)
2. Small insects can be removed from the school building and taken outside
3. Poisonous insects like a Black Widow Spider should be terminated
4. If a large group of bees looking for a new hive are on campus call a bee handler.

Procedure for Dead animals on campus

1. Keep the students away from the animals' body and do not let them touch or play with the dead animal as it may carry disease and vermin.
2. Lift the body with a shovel and place in the trash for removal from campus.

Armed Assault on Campus

ACTIVE SHOOTER

PURPOSE

An active shooter or armed intruder on school property involves one or more individual's intent on causing physical harm and/or death to students and staff. Such intruders may also possess a gun, a knife, a bomb or other harmful devise. An Active Shooter or armed intruder will result in law enforcement and other safety and emergency services responding to the scene as quickly as possible.

Once law enforcement arrives, it is critical to follow the instructions of, and cooperate with law enforcement officers. The School Incident Commander will be relieved by a law enforcement official as soon as possible. The law enforcement official will now be the Incident Commander with complete jurisdiction over the scene. The School is a crime scene and will require a thorough search and processing.

RESPONSIBILITIES

SCHOOL INCIDENT COMMANDER

Upon Notification of an active shooter or armed intruder on campus, immediately direct staff to call 911 if it is unknown if a 911 call has already taken place. The 911 call should provide the name and exact location of the school, the nature of the emergency, number and description of intruders (if known), type of weapons, area of school where last seen, actions taken by the school, and whether there are on-site security or law enforcement officers. Caller is to remain on the line to provide updates.

Initiate ALERT protocols. Notification to the building occupants will be made using all available means. Notification shall provide any information regarding the on-going situation that will assist the building occupants in making a good decision as to their best survival response option. Typically, information that answers the basic questions of "Who? What? Where? When? How?" will provide the necessary details to make an informed decision.

Secure the administration office as a command post and retrieve the critical information and data about the school's emergency systems, including communications, staff and student's locations, detailed floor plans and other important information, documents, items, and supplies that are prepared and readily available for use during the incident. If the incident is occurring at the administration office, designate an alternate command post.

If an active shooter or armed intruder enters the classroom individuals have the OPTION to use whatever COUNTER strategies necessary to keep the students safe. This may include any and all forms of resistance to the threat.

If an active shooter or armed intruder enters and begins shooting, any and all actions to stop the shooter are justified. This includes making noise, moving about the room to lessen accuracy, throwing items (books, computers, phones, book bags) to interfere with the ability to shoot accurately, safely exiting out windows, and taking control of the intruder. Anyone not involved in COUNTER strategies should get out anyway possible and move to another location.

Direct command post staff is to maintain contact with teachers reporting pertinent emergency information via the school cell phone. All information received via eye-witnesses or inform the building occupants of the event in as real-time as possible. Notify the front office and request activation of the communications plan for media and parent notification protocols.

Staff and students outside the building will EVACUATE to an off-site relocation center. Save Mart parking lot, 146 W East Avenue Chico.

Direct support staff outside to stop pedestrians and vehicles from entering the school grounds until law enforcement arrives. Ensure that any buses or cars in route to the school are redirected to a designated relocation site.

Teachers and Staff

The first person to note indication of an active shooter or armed intruder, as soon as it is safe to do so, should call 911, then notify the School Incident Commander.

If in close proximity to the danger, assess the situation for the best survival option.

EVACUATE if at all possible. If not, gather assistance and engage in conducting an Enhanced LOCKDOWN of the area. If the active shooter or armed intruder has made contact, you have the option to use COUNTER strategies, and then EVACUATE. Individuals who are not in the immediate danger area should gather information about their classroom's immediate situation. Account for all students or other individuals sheltered in their room.

Assess the ability to safely EVACUATE the building. If there is no safe manner to EVACUATE the building, have others assist in conducting an Enhanced LOCKDOWN of the room.

Rooms in Enhanced LOCKDOWN shall pay attention to all announcements providing event details. If the circumstances change and EVACUATE becomes a viable option, a decision can be made to leave the location and EVACUATE to the Relocation Site.

Unless evacuating, rooms in Enhanced LOCKDOWN, shall remain secured until personally given the "All Clear" by the Incident Commander or a law enforcement officer in uniform.

OTHER PROCEDURES

After the active shooter or armed intruder(s) has been subdued, the School Incident Commander in consultation with law enforcement Incident Commander will announce an ALL CLEAR and EVACUATION and relocation to an alternate site for FAMILY REUNIFICATION.

If staff or students are injured, assist them out of the building to the nearest emergency medical personnel.

The School Incident Commander will request bus transportation or alternate transportation to the Relocation Site.

The School Incident Commander will activate the communications plan to deal with media and parent notification protocols, and direct parents to go to the Relocation Site.

Those who remained secured in an Enhanced LOCKDOWN, will EVACUATE the building using the designated exit routes and alternate routes to the assigned assemble areas, take attendance and move to the buses for transport.

The School Incident Commander will activate the Crisis Response Team and activate MENTAL HEALTH AND HEALING procedures and /or notify area mental health agencies to provide counseling and mental health services at the relocation site.

The School Incident Commander will debrief appropriate school personnel.

The School Incident Commander, in consultation with law enforcement officials, will determine when the school can resume normal activities and communicate the information to parents and the public.

Biological or Chemical Release

Chemical accidents of a disaster magnitude could result from a transportation accident or an industrial accident. Should any such accidents endanger the students or staff, the following steps will be taken:

The Principal or designee will contact the fire department or call 911 to determine local conditions and to seek advice. Shelter in place will be ordered.

Teachers and staff will close all doors and windows, close air vents and shut down air conditioning/heating and listen to the PA for further instructions.

If necessary, teachers and staff should use tape, rags, clothing or any other available material to seal for air leaks. Teacher will continue to shelter in place until the further instruction is given.

If a teacher believes that gas is entering the building, the teacher will direct the students to cover their mouth and nose with a wet rag, cloth, towel, or paper towel. Short, quick shallow breaths are recommended.

If evacuation is necessary, the regular evacuation plan will be followed.

Chemical Accident on Campus

This incident could be the result of, but is not limited to: spilled cleaning chemicals within the school building, a material a student brings to school, or a broken gas main.

Should any such accidents endanger the students or staff, the following steps will be taken:

If the incident occurs in a classroom, the person-in-charge will evacuate the students to a safe place and inform teachers in adjoining rooms as well as an administrator of the situation.

The School Incident Commander or designee will contact 911 to inform emergency services of the condition.

Physical Plant personnel will be informed ASAP and they will take necessary steps (e.g. shutting down gas lines). In cases of serious chemical spills, they should wait for emergency response personnel.

Persons who have come into direct contact with hazardous substances should have affected areas washed with soap and water and immediately remove contaminated clothes. Contaminated clothing should be cut off the body rather than pulled over the head. Bleach or other disinfectants should not be used on potentially exposed skin. Individuals that have been contaminated "topically" by a liquid should be segregated from unaffected individuals (isolation does not apply to widespread airborne releases).

If deemed necessary by the School Incident Commander, the school will proceed with the usual evacuation procedure using primary or alternate routes, avoiding exposure to the chemical fumes.

Students, teachers and staff will not return to the building until emergency response personnel have determined it is safe.

Bomb Threat/ Threat Of violence

BOMB THREAT: A suspected bomb or explosive device has been reported, but not located.

BOMB EMERGENCY: A bomb has been located.

BOMB THREAT PROCEDURE

All threats directed toward the school will be taken seriously. The site administrator will contact law enforcement and initiate next steps. The site administrator will be responsible for communicating necessary procedures/actions to staff and the District Office.

BOMB EMERGENCY PROCEDURE

Do Not in any way handle or move a suspected explosive device.

Call 911. The dispatcher will ask for information.

Announce "this is an evacuation" over the school PA system.

Account for students via school cell phone and evacuate in an orderly manner.

Move students a safe distance from the buildings or bomb site and account for all students via school cell system.

If necessary, render first aid.

Be aware of the potential second device – stay away from the original bomb site, buildings, or vehicles. Open areas are the best location for gathering/accounting process.

Return to the buildings only when the ALL CLEAR signal is given.

Bus Disaster

Blue Oak Does not have bus services. Parent drivers are often used for field trips.

Disorderly Conduct

Blue Oak is aware of the laws, policies and procedures, which govern the conduct of visitors to the school campus. Blue Oak uses continuing efforts to minimize the

number of campus entrance and exit points used daily. Access to school grounds is limited and supervised on a regular basis by individuals, such as the campus supervisor; staff familiar with the student body. Campus traffic, both pedestrian and vehicular, flows through areas that can be easily and naturally supervised.

To ensure the safety of pupils and staff and avoid potential disruptions, all visitors to the campus, except pupils of the school and staff members, must register immediately upon entering any school building or grounds when school is in session.

Blue Oak has established a visible means of identification for visitors while on school premises (i.e. tag). Furthermore, the Executive Director, designee or campus supervisor may direct an individual to leave school grounds if he/she has a reasonable basis for concluding that the person is committing an act that is likely to interfere with the peaceful conduct of school activities or that the person has entered the campus with the purpose of committing such an act.

Earthquake

EARTHQUAKE PROCEDURE

Earthquakes usually strike without warning. Therefore, earthquake drills are at designated times throughout the year. To ensure student and staff safety, use the following procedure:

INSIDE SCHOOL BUILDING

The teacher or person in authority implements ACTION – DUCK, COVER, HOLD.

All students and staff should immediately turn away from glass areas and place themselves under tables and desks. Move away from windows where there are large panes of glass and out from under heavy, suspended light fixtures. When the earthquake is over, initiate EVACUATION – giving special consideration to exit routes to ensure safety. Take roll via the school cell phone.

OUTSIDE SCHOOL BUILDING:

The teacher or person in authority directs students to a safe place out in the open, away from any potential falling objects (i.e. trees, portable backstops, power lines, buildings, ect.)

Stay there until the earthquake is over.

Take roll via school cell phones.

As buildings may be damaged, wait until ALL CLEAR signal from the administration before returning to the classroom.

If necessary, render first aid.

Explosion or Risk Of Explosion

Fire/Explosion FIRE

Sound the school fire alarm.

All staff should stay inside classrooms/offices (unless you smell smoke or see fire) until the Incident Coordinator announces “This is an Evacuation” over the School PA system.

Once the evacuation order is given, teachers and staff will:

Clear Room(s)

Lock doors and windows

Bring attendance/student related documents

Escort students to a designated area and conduct roll call school cell phone.

Maintain control of students at a safe distance from fire, fire personnel and equipment

If necessary, render first aid

An ALL CLEAR signal will be given indicating conditions are safe for returning to classrooms.

The following actions should be taken when an explosion occurs:

1. Staff with students should drop and cover
2. Assess the situation and decide on necessary actions (e.g. evacuation)
3. Inform the office of the situation as quickly and calmly as possible.
4. Render first aid if necessary.
5. Wait for instructions from the Incident Coordinator via school cell phone.

Fire in Surrounding Area

If a fire occurs offsite and threatens or is near the school buildings that endanger students or staff the following steps will be taken: The site administrator or designee will contact the fire department or call 911 to determine local conditions and whether an evacuation is advisable.

The site administrator will determine if evacuation of the school is necessary.

Fire on School Grounds

The Person who first observes the fire will pull the fire alarm, then contact the front office to report the fire.

After the initial shelter in place, evacuation will be announced on the PA. The regular evacuation plan will be followed.

Flooding

Flooding off Campus:

In the event of a flood off campus that may impact the campus, the following steps shall be followed:

- Have all students report to their classrooms.
- Teachers assure that all students are present.
- Executive Director or designee contacts fire department or law enforcement to determine the risk to the students on campus.
- The staff keeps students at school if safe or calls parents to come to get the students if being on campus may be dangerous.
- Equipment protection by moving computers and electronics to higher levels in the building.

Flooding on Campus:

The person who first observes the flood on campus or in the school building shall take the following actions:

- Stop the flow of the water if possible.
- Contact the Executive Director, or designee, to advise of the flooding area.
- Maintenance staff to turn off the water valve.
- If small incident the flooded area can be cleaned up by staff and volunteers.
- If a large incident the Executive Director may call the Fire Department for assistance.

Loss or Failure Of Utilities

Motor Vehicle Crash On/Near Campus

This procedure addresses situation involving a Motor Vehicle Crash on or immediately adjacent to school property.

Whoever is at the scene of the accident will call 911.

Students will be kept away from the site of the crash.

Security guards will cordon off area.

Adult and student witnesses will be taken to a room to await the arrival of the police.

If an injury to a Blue Oak student occurs, the parents will be notified by the school and asked to come to school.

Motor Vehicle Crash

Car Crash with Students in Car:

Parent drivers often transport students to off-campus events. When Parent drivers transport students, the following actions shall be followed:

- Parent drivers must be approved to drive students.
- Prior to leaving the campus, the Classroom Teacher is responsible to provide the Executive Director or designee a list of the names of the Parent Drivers and the names of the students riding in each car.
- The Executive Director shall be informed of the destination address and the expected return time to campus.
- If the return to the campus is later than expected the classroom Teacher shall call the Executive Director and inform of the reason for the delay.
- If the driver does not return to the campus at the expected time the Executive Director or designee shall call the parents of each student and inform them that the student has not yet returned and the reason for the delay.

Psychological Trauma

Students and staff may experience a broad range of reactions (e.g., physical, cognitive, psychological, behavioral, spiritual) to an emergency. Some of these reactions can cause distress that interferes with adaptive coping. Support from informed, compassionate, and caring professionals can help students and staff members recover from these reactions.

Blue Oak will assist students, staff, and families by:

- Establishing a positive connection in a non-intrusive, compassionate manner;
- Enhancing immediate and ongoing safety and providing physical and emotional comfort;
- Calming and orienting those who are emotionally overwhelmed or distraught;

- Helping to identify their immediate needs and concerns and offering practical assistance and information to help address these needs and concerns;
- Empowering individuals to take an active role in their recovery, by acknowledging their coping efforts and strengths, and supporting adaptive coping; and,
- When appropriate, linking those in need to other relevant school or community resources such as school counseling services, peer support programs, after school activities, tutoring, primary care physicians, local recovery systems, mental health services, employee assistance programs, public-sector services, and other relief organizations.

Injured Student Emergency Accident Protocol (this section is new for 2019/2020)

First on scene will radio the Health Aide as to the type of injury and location.

Yard Duties should communicate to their supervisor, if their supervisor is not on scene, that there is a student injury with a brief explanation of the accident and where. Then, Yard Duties will communicate with one another and the staff or faculty on the play grounds to establish who is first on scene and the Incident Commander (IC). If there is a teacher on the playground, then they should be the IC. If a teacher is not present then the Executive Director, Assistant Executive Director or the Facilities Manager will be the IC.

As the Health Aide is called, the Executive Director, Assistant Executive Director and the Facilities Manager need to communicate with one another then proceed to their appropriate locations.

Upon arriving at the scene the Health Aide will relieve the first on scene and then they will be in charge of the injured student. If the IC hasn't been established the Health Aide can accept this responsibility. It is preferred that one of the incoming Administrators be the IC so the Health Aide can focus on the injured student. At this point the Administration needs to make the decision as to what kind of injury has happened.

If appropriate the students home room teacher may be called to comfort the student. This is an Administrative decision. If the injured student's teacher is called to the scene they should be relieved by a substitute or an employee to be designated by Administration.

Once the Administration and IC have assessed the situation and have discussed the available appropriate courses of action to take, Administration will announce that information over the PA. They will be giving the orders and making the decisions to clear the playground, push all students to one side of the play yard or go to a rainy day recess schedule. The IC will be the point person on scene and will help to execute the action chosen. Confirm 911 has been called.

During this process the airwaves are to remain clear, no unnecessary chatter. Also, the students still need to be in school. We don't need more adults on the play yard than is necessary. The IC will be surveying this aspect as well.

Clearing the playground would constitute the need to go to a Rainy Day Recess Schedule. If this is the appropriate action, then Administration and staff need to take faculty breaks into consideration and ensure they are given. If pushing the student body to one side of the play yard is the chosen action, then yard duties and staff should assist one another to accomplish this. It is a top priority to keep the students calm, keep any curious students and parents at least 100 feet away from the injured student and to support one another.

Once the students and faculty have been addressed and appropriate courses of action executed the injured student should not be moved and all should wait for medical transport to arrive. The Executive Director should be in front of the school to direct the ambulance where to go. Once the injured student is stabilized and has left to be transported, the Administration should announce over the PA system to resume the usual schedule.

Emergency Evacuation Map - Updated 2019/2020 Map

