



OFFICIAL AGENDA
Tuesday, March 24, 2026
VCSBSA Conference Room
1:00 PM

1. OFFICIAL OPENING OF MEETING

A. Call to Order

B. Roll Call

Board:

- President:** Dr. Raul Ramirez, Mesa Union School District
- Vice President:** Dr. Marlene Batista, Mupu Elementary School District
- Clerk:** Kari Skidmore, Santa Clara Elementary School District
- Member:** Dr. Carlos Dominguez, Briggs Elementary School District
- Member:** Dr. Jesus Vaca, Somis Union School District

- Alternate:** Lindsay Winegar, Briggs Elementary School District
- Alternate:** Kim Kuklenski, Mesa Union School District
- Alternate:** Nicole Misewitch, Mupu Elementary School District
- Alternate:** Deann Hobson, Santa Clara Elementary School District
- Alternate:** Robert Fulkerson, Somis Union School District

- VCOE Staff:** Misty Key, Associate Superintendent of Fiscal and Administrative Services
- VCSBSA Staff:** Tami Peterson: Chief Business Official, Rudy Calasin: Director of School Business, Leticia Olmos: Information and Logistics Coordinator

C. Welcome Guests

D. Emergency Additions to the Agenda

E. Approval of Agenda

Motion: _____ Second: _____ Y _____ N _____ A _____

F. Approval of Minutes (Pgs. 4-8)

The Chief Business Official recommends that the Board of Directors approve the February 27, 2026, minutes as presented.

Motion: _____ Second: _____ Y _____ N _____ A _____

G. Request to Address the Board

Members of the Public that wish to address the Board must first complete a Speaker Form. Speaker Forms must be submitted no later than five (5) minutes prior to the opening of the meeting. Comments are limited to three (3) minutes. Members of the public may address the Board on any matter within the Board’s jurisdiction; however, in accordance with Education Code 35145.5, the Board cannot enter a formal discussion or make a decision on any matter not on the agenda for this meeting. The Board President is in charge of the meeting and will maintain order, set the time limits for the speakers and the subject matter.

2. Reports/Information/Discussion

A. Chief Business Official Report

The CBO will provide a report of current activities of the VCSBSA office.

- 1) CTC Student Teacher Stipend Program (**Pg. 9**)
- 2) Spanish Bilingual Authorization Program 2026-2027 (**Pg. 10**)
- 3) Special Education Bridge Pathways (**Pg. 11**)

B. Ventura County Schools Self-Funding Authority Update

The CBO will provide an update from VCSSFA.

- 1) Fire Hazard Severity Zones (**Pgs. 12-15**)
- 2) Recommendations and Requirements for Risk Control at Local Educational Agency Sites (**Pgs. 16-27**)
- 3) Recommendations and Requirements Heat Illness Prevention and Air Quality for Students (**Pgs. 28-41**)
- 4) Fabric Furniture in Classrooms and School Offices (**Pgs. 42-43**)
- 5) Activity or Event Assumption of Risk Form (Adult Participation) (**Pgs. 44-45**)

3. Closed Session

A. During this meeting the Board may adjourn to the Executive Session to review and consider the topics below:

1) Personnel (Government Code Section 594597)

- (a) Classified Personnel

Adjourn from Closed Session

4. Reconvene in Public

A. Report of Action Taken During Closed Session

The President of the Board will report on actions taken during closed session.

5. Action Items

A. Approval of Consent Agenda

Agenda items presented in this section compose the Consent Agenda and are routine of nature. Unless an item is moved to the Action section at the request of a board member, they will be approved by the board as a group as the first action on the agenda. Each item approved shall be deemed to have been read in full and adopted as recommended.

1) Approval of Financial Statements (Pgs. 46-52)

The Chief Business Official recommends that the Board of Directors approve the revenue and expenditures as listed on the February 1, 2026, through February 28, 2026, Financial Statements.

2) Approval of Board Report of Commercial Checks (Pg. 53)

The Chief Business Official recommends that the Board of Directors approve the commercial payments as listed on the February 1, 2026, through February 28, 2026, Board Report of Checks.

3) Approval of Board Report of Purchase Orders (Pg. 54)

The Chief Business Official recommends that the Board of Directors approve the purchase orders as listed on the February 1, 2026, through February 28, 2026, Board Reports.

4) Approval of the 2025-26 Salary Schedules (Pgs. 55-58)

The Chief Business Official recommends that the Board of Directors approve the 2025-26 Salary Schedules as presented.

5) Approval of the Employment Contract for the Chief Business Official (Pgs. 59-61)

The Chief Business Official recommends that the Board of Directors approve the Chief Business Official contract as presented.

6) Approval of Classified Personnel Report (Pgs. 62-63)

The Chief Business Official recommends that the Board of Directors approve the Classified Personnel Action as listed. Note: This report denotes action to be taken on Positions as well as Personnel changes.

Vote for items 5A. 1-6

Motion: _____ Second: _____ Y _____ N _____ A _____

B. New Business

1) Review, Discussion, and Approval of the 2026-2027 Annual Contract with Architecture, Construction, and Engineering Charter High School (ACE) (Pgs. 64-72)

The Chief Business Official recommends that the Board of Directors approve the 2026-2027 annual contract with Architecture, Construction, and Engineering Charter High School (ACE).

Motion: _____ Second: _____ Y _____ N _____ A _____

2) Review, Discussion, and Approval of the 2026-2027 Annual Contract with Meadows Arts and Technology Elementary School (MATES) (Pgs. 73-81)

The Chief Business Official recommends that the Board of Directors approve the 2026-2027 annual contract with Meadows Arts and Technology Elementary School (MATES).

Motion: _____ Second: _____ Y _____ N _____ A _____

3) Review, Discussion, and Approval of the 2026-2027 Annual Contract with River Oaks Academy Charter School (Pgs. 82-90)

The Chief Business Official recommends that the Board of Directors approve the 2026-2027 annual contract with River Oaks Academy Charter School.

Motion: _____ Second: _____ Y _____ N _____ A _____

4) Review, Discussion, and Approval of the 2026-2027 Annual Contract with Ventura Charter School of Arts and Global Education (Pgs. 91-99)

The Chief Business Official recommends that the Board of Directors approve the 2026-2027 annual contract with Ventura Charter School of Arts and Global Education.

Motion: _____ Second: _____ Y _____ N _____ A _____

5) Discussion of Special Ed Services Survey

6. Future Agenda Items

A. Suggested Agenda Items

B. Future Board Meetings

April 10, 2026

April 24, 2026

May 29, 2026

7. Adjournment



DRAFT

OFFICIAL MINUTES
Friday, February 27, 2026
VCSBSA Conference Room
1:00 PM

1. OFFICIAL OPENING OF MEETING

A. Call to Order: 1:07 p.m.

B. Roll Call

Board:

- President:** Dr. Raul Ramirez, Mesa Union School District - **PRESENT**
- Vice President:** Dr. Marlene Batista, Mupu Elementary School District - **PRESENT**
- Clerk:** Kari Skidmore, Santa Clara Elementary School District - **(1:11 PM)**
- Member:** Dr. Carlos Dominguez, Briggs Elementary School District - **PRESENT**
- Member:** Dr. Jesus Vaca, Somis Union School District - **(1:09 PM)**

- Alternate:** Lindsay Winegar, Briggs Elementary School District
- Alternate:** Kim Kuklenski, Mesa Union School District
- Alternate:** Nicole Misewitch, Mupu Elementary School District
- Alternate:** Deann Hobson, Santa Clara Elementary School District
- Alternate:** Robert Fulkerson, Somis Union School District

VCSBSA Staff: Tami Peterson: Chief Business Official – **PRESENT**, Rudy Calasin: Director of School Business - **PRESENT**, Leticia Olmos - **PRESENT**

C. Welcome Guests

D. Emergency Additions to the Agenda: None

E. Approval of Agenda

Motion: Dr. Marlene Batista **Second:** Dr. Carlos Dominguez Y 3 N 0 A 2

F. Approval of Minutes

The Chief Business Official recommends that the Board of Directors approve the September 12, 2025, minutes as presented.

Motion: Dr. Marlene Batista **Second:** Dr. Carlos Dominguez Y 3 N 0 A 2

G. Request to Address the Board

Members of the Public that wish to address the Board must first complete a Speaker Form. Speaker Forms must be submitted no later than five (5) minutes prior to the opening of the meeting. Comments are limited to three (3) minutes. Members of the public may address the Board on any matter within the Board's jurisdiction; however, in accordance with Education Code 35145.5, the Board cannot enter a formal discussion or make a decision on any matter not on the agenda for this meeting. The Board President is in charge of the meeting and will maintain order, set time limits for the speakers and the subject matter.

2. Reports/Information/Discussion**A. Chief Business Official Report**

The CBO will provide a report on current activities of the VCSBSA office.

1) SB 848 School Employee Misconduct Disclosure Requirement**2) Small School Superintendent/Designee Network Meeting: April 24, 2026, 2:30-5:00 PM**

The Board asked the Small School Superintendent/Designee Network meeting scheduled for April 24th be cancelled. The Board asked for any available informational forms be sent to the Superintendents.

B. Ventura County School Self-Funding Authority Update

The CBO will provide an update from VCSSFA.

1) Required and Recommended Signs

Safety credit money can be used to purchase the required and recommend signs.

C. VCOE Staff Report(s)

- 1) Misty Key, Deputy Superintendent, will be present to provide an update from VCOE Fiscal and Administrative Services.

Misty Key shared enrollment for Special Ed program is low at VCOE. Phoenix – Los Nogales will be moved to Phoenix – Airport. Changes are underway for the 2026-2027 school year.

VCOE Tech department has had change due to one-time money expiring. The department is trying to provide tech services with a leaner staff.

2026-2027 Service Level Agreements (SLA) will be sent out within a month.

Dr. Vaca asked if the Technology Camp will be funded this summer. Joaquin confirmed camp will run during the summer. He will reach out to Mesa and Somis to plan out the logistics.

- 2) Joaquin Licea, Chief Technology Office will be present to provide an update from VCOE Technology.

Joaquin will visit Mupu to discuss with Dr. Batista the doorbell at Mupu.

D. SPED Report

- 1) Mary Samples will be present to provided updates on SPED.

SPED base rate is increasing to \$999 per student for the 2026-2027 school year. There is discussion of possibly increasing to \$1,030 per student.

Special Education Annual determination letters for 2026 were released with no districts having any fatal errors.

Briggs and Mesa are at Cycle C monitoring.

Santa Clara and Somis are at Universal monitoring.

Mupu received a disproportionate. Mary will work with Dr. Batista to clear up.

Now is the time to update SIRAS system to make a student file visible to high school 8th grade students will be transferring to or if student is moving to another K-12 school in the fall.

SELPA will be issuing notices to all their current social/emotional services employees. Only on SES position will be held.

Ventura County Behavioral Health will not continue services with schools after this school year.

Dr. Vaca shared ERSES will not be providing services to Somis next school year.

Dr. Ramirez requested a Google Form be created to survey the small school districts on how many Special Ed students are serviced outside their district. Letty will create and send out to the sites to complete. Information will be shared at the next board meeting.

3. Action Items

A. Approval of Consent Agenda

Agenda items presented in this section compose the Consent Agenda and are routine of nature. Unless an item is moved to the Action section at the request of a board member, they will be approved by the board as a group as the first action on the agenda. Each item approved shall be deemed to have been read in full and adopted as recommended.

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The Chief Business Official recommends that the Board of Directors approve the revenue and expenditures as listed on the December 1, 2025, through January 31, 2026, Financial Statements.

2) Approval of Board Report of Commercial Checks

The Chief Business Official recommends that the Board of Directors approve the commercial payments as listed on the December 1, 2025, through January 31, 2026, Board Report of Commercial Checks.

3) Approval of Board Report of Purchase Orders

The Chief Business Official recommends that the Board of Directors approve the purchase orders as listed on the December 1, 2025, through January 31, 2026, Board Report of Purchase Orders.

Vote for items 3A. 1-3

Motion: Dr. Carlos Dominguez Second: Kari Skidmore Y 5 N 0 A 0

B. New Business

1) Review, Discussion, and Approval of the 2025-26 VCSBSA Second Interim Report

Local agency governing boards are required to certify twice a year regarding their ability to meet their financial obligations for the remainder of the current fiscal year and the subsequent two fiscal years, in accordance with Education Code Section 42131. The Second Interim covers the financial and budgetary status for the period ending January 31, 2026. The Chief Business Official recommends that the Board of Directors approve the 2025-26 Second Interim Report.

Motion: Dr. Jesus Vaca Second: Dr. Carlos Dominguez Y 5 N 0 A 0

2) Review, Discussion, and Approval of the VCSBSA Annual Financial Audit for the Fiscal Year Ending June 30, 2025

The Chief Business Official recommends that the Board of Directors approve the VCSBSA Annual Financial Audit for the year ending June 30, 2025. The attached VCSBSA audit has been performed in accordance with the generally accepted auditing standards and the State Controller’s Minimum Audit Requirement for California Special District.

Motion: Dr. Marlene Batista Second: Kari Skidmore Y 5 N 0 A 0

3) Review, Discussion, and Approval of Records Classification

The documents on the attached list Item #1-33 are not permanent records originating in various fiscal years from 2021-2024. These records require a retention period longer than three (3) years and the Chief Business Official requests that these records be classified as Class 2 records.

The documents on the attached list #34-41 are permanent records originating in fiscal year from 2006-2024. These records require a permanent retention period and the Chief Business Official requests that these records be classified as Class 1 permanent records.

Motion: Dr. Carlos Dominguez Second: Kari Skidmore Y 5 N 0 A 0

4) Review, Discussion, and Approval of Destruction Records

The documents on the attached list have been previously classified as Class 2 records. The Chief Business Official requests that these records be classified as Class 3 records. These records have met the retention period requirements of Article 2, Sections 16023-16028 of Title 5, California Code of Regulations and are of no further use to the JPA. The Chief Business Official request permission to destroy the documents listed on the attached list.

Motion: Dr. Marlene Batista Second: Dr. Carlos Dominguez Y 5 N 0 A 0

5) Approval of the 2026-2027 VCSBSA Holiday Schedule

The Chief Business Official recommends that the Board of Directors approve the 2026-2027 VCSBSA holiday schedule as presented.

Motion: Dr. Carlos Dominguez Second: Kari Skidmore Y 5 N 0 A 0

4. Closed Session

A. During this meeting the Board may adjourn to Executive Session to review and consider the topics below:

1) Personnel (Government Code Section 54957)

(a) Classified Personnel

2) Labor Negotiations (Government Code Section 54957.6)

The Board of Directors went into closed session at 2:05 PM and returned from closed session at 2:55 PM.

Report of actions taken during closed session:

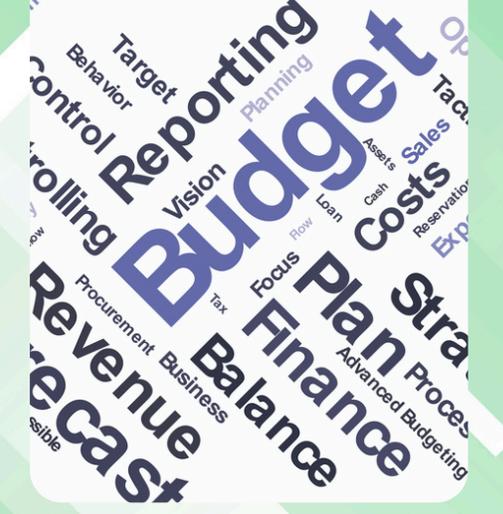
The Board of Directors took action to award a 2% on-schedule salary increase retroactive to July 1, 2025 to employees currently employed by BSA as of February 27, 2026.

The Board of Directors gave direction to the CBO for distribution of the Request for Proposal (RFP) of Chief Business Official (CBO).

- 5. Future Agenda Items**
 - A. Suggested Agenda Items**

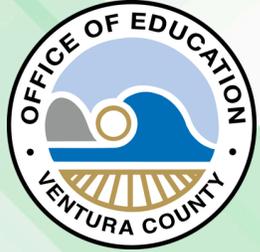
 - B. Future Board Meetings**
 - March 27, 2026
 - April 24, 2026
 - May 29, 2026

- 6. Adjournment: 2:56 PM**



EXCITING funding news!!!

Utilize state funds to support your teacher pipeline.



CTC Student Teacher Stipend Program

Join us for a Zoom information session on the California Commission on Teacher Credentialing (CTC) Student Teacher Stipend Program, an upcoming funding opportunity that supports full-time student teachers as they serve your LEA.



Program Highlights

- \$10,000 stipend for ALL full-time student teachers in CTC approved programs
- Funds distributed to hosting LEAs via Prop. 98 (opt in required)
- Program Launch: July 1, 2026
- Funding Cap: \$100 million per year
- Program Duration: 3 years



What You'll Learn

- Overview of the CTC Student Teacher Stipend Program
- Roles of IHEs and LEAs in the program workflow
- Options for processing one-time stipend payments
- Strategies for incorporating student teachers into your educational community
- Q&A and discussion



Who Should Attend?

Anyone involved in the placement, support, or administration of student teachers in our county (LEA and IHE partners).

Session Details

Date

Tuesday
March 17th, 2026

Time

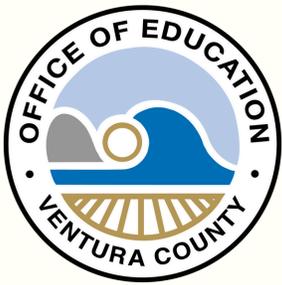
2:00-3:00 pm

Location

Zoom

<https://zoom.us/j/94493752286>

Additional Opportunity:
The State of California will also host a statewide informational session on April 9 | 10:00 a.m.
[Register here](#)



Dr. César Morales
Ventura County
Superintendent of Schools

SPANISH Bilingual Authorization PROGRAM 2026-2027

VIRTUAL Information Sessions

Are you a credentialed teacher interested in adding a bilingual authorization?

Financial Assistance Available
Attend one mandatory, virtual information session.

February 5, 2026



March 5, 2026



April 23, 2026



Virtual Sessions
4:00-5:00 p.m.
Registration is required.

For information, contact: Dr. Leticia Q. Ramos, Director
Instructional Support Services
leramos@vcoe.org * (805) 437-1303





Special Education Bridge Pathways

Eligible credentials*

- Mild to Moderate (MMD)
- Moderate to Severe (MSD)
- Early Childhood Special Education (ECSE)

(*credential must include Autism authorization and be issued prior to 2021)

Let us help you elevate your credential and bridge the gap with our accelerated pathway.

Online and Asynchronous Learning

Complete the course via Canvas at your own pace within a 90-day timeframe.

Why Bridge?

The state of California approved pathways allowing current Special Education Teachers to update to the new CTC standards via Bridge Authorization. This allows teachers to bridge the gap between their initial special education credentials and updated special education guidelines, and will also allow them to teach a wider category of needs.

Course Opens September 1, 2025!

Registration is open now

The Bridge Pathway course will be available starting Sept.1st.

All applicants will be screened for eligibility prior to enrollment.

\$400 Course Fee

(\$30 application fee due upon registration)



[Request Info](#) ✓



Get in Touch

📞 805-437-1320

✉ academicadvise@vcoe.org

🌐 www.vcoe.org/ese

Fire Severity Locations

Low to Moderate Severity Fire Zone

(No CSSP action required)

Hueneme Elementary School District

Mesa Union Elementary School District

Ocean View School District

Oxnard School District

Rio School District

Santa Clara Elementary School District

ACE Charter High School

CAPE Charter School

Golden Valley Charter School

University Preparation Charter School at CSU Channel Islands

High to Very High Severity Fire Zone

(Only affected school sites are listed)

Briggs Elementary School District

- Olivelihoods School

Conejo Valley Unified School District

- Aspen Elementary School
- Banyan Elementary School
- Conejo Academy of Leadership and Language Immersion
- CVUSD Preschool – Early Childhood Program
- Cypress Elementary School
- Ladera STARS Academy
- Lang Ranch Elementary School
- Los Cerritos Middle School
- Madrona Elementary School
- Maple Elementary School
- Redwood Middle School
- Sycamore Canyon
- Westlake Elementary School
- Westlake High School
- Westlake Hills Elementary School
- Wildwood Elementary School

Fillmore Unified School District

- Mountain Vista Elementary School
- Piru Elementary School
- San Cayatano Elementary School
- High School Farm

Moorpark Unified School District

- Arroyo West Active Learning Academy
- Walnut Canyon Arts & Technology Magnet School
- Campus Canyon College Preparatory Academy
- Chapparal Middle School
- Mesa Verde Middle School
- Moorpark High School
- The High School at Moorpark College
- Moorpark Adult School

Mupu Elementary School District

Oak Park Unified School District

- Brookside Elementary School
- Medea Creek Middle School
- Oak Hills Elementary School
- Oak Park High School
- Oak Park Independent School
- Oak Park Neighborhood Preschool
- Oak View High School
- Red Oak Elementary School

Ojai Unified School District

- Meiners Oaks Early Education School
- Mira Monte Elementary School
- Topa Topa Elementary School
- Nordhoff Junior High & High School
- Legacy High School
- Summit School
- Ojai Adult School

Oxnard Union High School District

- Rancho Campana High School

Pleasant Valley School District

- Santa Rosa Technology Magnet School

Santa Paula Unified School District

- Grace Thille Elementary School
- Thelma B. Bedell Elementary School
- Santa Paula High School
- High School Farm

Simi Valley Unified School District

Somis Union School District

Ventura Unified School District

Ventura County Office of Education

Valley Oak Charter School

Next Steps

Complying with the refuge and evacuation locations for High Hazard Fire Areas Comprehensive Safe School Plan (EDC 32282)

Identifying refuge areas

1. Utilizing the Fire Severity Locations list, identify refuge locations on campus in a structure that is defensible in the event of a fire.
2. Consult with local fire department on potential refuge area to determine defensibility.

Identifying off campus evacuation locations

1. Utilizing the Fire Severity Locations list, identify evacuation locations in the event of early notice evacuation warning.
2. Consider off campus evacuation locations within the LEA or other county LEAs
3. Consult with law enforcement and local fire departments to determine best routes of travel from impacted sites to evacuation sites.
4. Utilize directed transportation within the plan for evacuation of all students and staff.
5. Use, as necessary, Mutual Aid Agreement between covered parties to establish transportation and/or evacuation locations where necessary.
6. Plans must clearly identify the decision-making process to be followed to determine if an evacuation order is appropriate.

Communications before the emergency

1. Communicate with local fire department and law enforcement when CSSP is initially shared for the school year.
2. For impacted school sites, develop a communication and evacuation plan: identifying the evacuation location to be used in the event of an early notice evacuation warning.
3. Develop a communication plan to include Parents/guardians and student emergency contacts, District wide staff, school site staff and emergency contacts, operational area contacts for use during an event.
4. Staff at potentially impacted sites (those on the list) should be trained in the procedures developed to take refuge on campus and/or to be evacuated to a secondary evacuation location.

Communications during the emergency

1. During an emergency, communications must come from the district office.
2. Communications with staff should be the first priority, sharing current information.
3. Refuge or Evacuation Procedure should be communicated to:
 - a. The operational area having jurisdiction over this school site at the time of a fire (County Office of Emergency Services, County or Local Fire Department, County Sheriff of Local Law Enforcement).
4. Communications to Parents/Guardians/Emergency Contacts to inform of changes to pick up or direct them to evacuation sites for their associated impacted school site.



Recommendations and Requirements for Risk Control at Local Educational Agency Sites

Contents

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1. Scope

- a. This Recommendations and Requirements is for general classrooms and other areas where students are present, including but not limited to:
 - 1) Auditoriums, cafeterias, and multi-purpose rooms
 - 2) Libraries
 - 3) Wellness Centers
- b. Best practices for science laboratories, science classrooms, and chemical storerooms are found in the *Science Safety Handbook for California Public Schools* published by the California Department of Education.
 - 1) <https://www.vcssfa.org/Risk-Management/Best-Practices/Miscellaneous>

2. Regulations and Codes Abbreviations
 - a. CCR 5: California Code of Regulations, Title 5, Department of Education
 - 1) Regulations from the Department of Education
 - b. CCR 8: California Code of Regulations, Title 8, Department of Industrial Relations.
 - 1) Regulations from the Division of Occupational Safety and Health (Cal/OSHA)
 - c. CCR 19: California Code of Regulations, Title 19, Public Safety.
 - 1) Regulations from the State Fire Marshall
 - d. CBC: California Building Code (CCR 24, Part 2)
 - e. CFC: California Fire Code (CCR 24, Part 9)
 - f. EC: California Education Code
 - g. NFPA: National Fire Protection Agency
 - h. ADA: Americans with Disabilities Act Accessibility Standards
3. Animals
 - a. Refer to “Best Practices for Animals on LEA Sites,”
 - 1) <https://www.vcssfa.org/Risk-Management/Best-Practices/Animals>
 - b. Refer to “Recommendations and Requirements for Service and Therapy Animals.”
 - 1) <https://www.vcssfa.org/Risk-Management/Best-Practices/Animals>
4. General Safety
 - a. Student supervision and monitoring
 - 1) All unused rooms, storage areas, and closets should be kept locked at all times.
 - 2) All unused buildings and areas are designated, posted, and enforced as off-limits to students.
 - 3) All students are required to remain in facility areas that are easily viewed by school staff.
 - 4) Classrooms, meeting rooms, and any rooms where students have access should have windows that permit observation.
 - 5) All facilities are required to utilize open doors, open blinds, and/or unobstructed windows, while maintaining a balanced approach to a safe school environment for all perils.
 - a) Employees are not to be alone with a student outside of the view of others. (California School Boards Association sample Board Policy 4119.24)
 - b. Fabric Furniture in Classrooms and School Offices
 - 1) Fabric furniture includes, but is not limited to, area rugs, beanbags, cots, couches, floor gaming chairs, futons, loungers, love seats, saucer/disk chairs, and upholstered benches.

- a) Exceptions:
 - (1) Rolling office chairs for adults.
 - (2) Cots in health offices
- 2) Hazards
 - a) Opportunities for improper, unsupervised behavior.
 - b) Obstructing evacuation/egress and accessibility/disability requirements.
 - c) Fire Safety
 - d) Hygiene and sanitation
 - e) Infestations
 - f) Health and toxic exposure
 - g) Maintenance and durability
- 3) Recommendations
 - a) The superintendent or designee should approve all furniture purchases.
 - b) Donated furniture should follow district donation policies.
 - c) All furniture should facilitate appropriate adult to student boundaries and student to student boundaries.
 - d) Furniture placement should maintain clear sightlines for student supervision, reducing risks related to misconduct or inappropriate behavior.
 - e) Furniture should be placed to ensure clear pathways and exits and compliance with accessibility/disability requirements.
 - f) Guest chairs in school offices should be single user, commercial grade, smooth, easy to clean, and meet flammability requirements.
- c. Ceilings
 - 1) All ceiling tiles must remain in place and there can be no openings into attic space or the area above the ceiling. (CFC 703.1.2)
 - 2) Ceilings should be kept free of decorations at all times. No decorations are to be attached directly to the ceiling
 - 3) Ceilings are white or light colored for high reflectance unless function of space dictates otherwise. (CCR 5, section 14030(1))
 - 4) Light filter covers should be certified by Underwriters Laboratories, NFPA, or other certification organization.
 - a) Light filter covers are to be installed by the LEA maintenance department.

- d. Appliances
 - 1) Appliances include, but are not limited to, coffee makers, microwave ovens, electric kettles, hot plates, refrigerators, and space heaters.
 - 2) Hazards
 - a) Classrooms have burned because of overloaded circuits and hot surfaces of appliances.
 - b) Students have been burned because of using appliances in classrooms.
 - 3) Recommendations
 - a) The superintendent or designee should approve all appliances.
 - b) Appliances should not be brought from home unless authorized by the LEA office.
 - c) Electrical circuits should be adequate to support approved appliances.
- e. Housekeeping
 - 1) Have a place for everything and keep everything in its place when not in use.
 - 2) Always keep aisles and walkways clear. Keep storage off floors, out of hallways, aisles, and sidewalks
 - 3) Dispose of all unused items. Removal of unnecessary items will reduce the need for storage.
 - 4) Tables and desks should be wiped, and floors swept or vacuumed immediately after an activity involving food in a classroom.
- 5. Evacuation and Exits
 - a. Evacuation maps should be posted with assembly and head count areas clearly marked including an alternate route. (CFC 403.4.1.1)
 - b. All exits are to be maintained and accessible. (CBC 1003.6)
 - 1) Exits are to be clear with no obstructions. (CCR 8, section 3225)
 - c. The path of egress travel along a means of egress shall not be interrupted by a building element. (CFC 1003.6)
 - 1) The seating arrangement should facilitate quick evacuation if needed.
 - 2) Aisles are to end at an exit door or cross aisle leading to an exit door.
 - 3) Aisles are not to dead end in the direction of the exit.
 - d. Aisle width
 - 1) Perimeter egress aisles should be at least 36 inches wide. (ADA 403.5.1)
 - a) Exception: aisles may be reduced to 32 inches for a length of 24 inches.
 - 2) All other aisles should be at least 24 inches wide. (CCR 8, section 3272)

- e. Exit doors are to be readily distinguishable from the adjacent construction and are to be easily recognizable as exit doors. (CBC 1010.1)
 - 1) Exit doors are not to be concealed by curtains, drapes, decorations, and similar materials.
 - 2) Mirrors or similar reflecting materials are not to be used on exit doors.
 - 3) Windows in doors are to remain uncovered.
 - a) Exception: School lockdown because of an active assailant.
 - f. Side-hinged swinging doors shall swing in the direction of egress travel where serving a room or area containing an occupant load of 50 or more persons. (CBC 1010.1.2.1)
 - g. Forces to open and unlatch doors (CBC 1010.1.3)
 - 1) Where door hardware operates by push or pull, the operational force to unlatch the door shall not exceed 15 pounds.
 - 2) Where door hardware operates by rotation, the operational force to unlatch the door shall not exceed 28 inch-pounds.
 - 3) For interior swinging egress doors that are manually operated, other than doors required to be fire rated, the force for pushing or pulling open the door shall not exceed 5 pounds.
 - 4) For other swinging doors, sliding doors or folding doors, and doors required to be fire rated, the door shall require not more than a 30-pound force to be set in motion and shall move to a full-open position when subjected to not more than a 15- pound force.
 - h. The unlatching of any door or leaf for egress shall require not more than one motion in a single linear or rotational direction to release all latching and all locking devices. (CFC 1010.2.1)
 - i. Accessible door handles, latches, locks, and other operating devices on doors shall not require tight grasping, tight pinching or twisting of the wrist to operate. (CBC 1010.2.2)
 - j. Swinging doors serving rooms or spaces with an occupant load of 50 or more shall not be provided with a latch or lock other than panic hardware or fire exit hardware. (CBC 1010.2.9)
 - k. Gates used as components in a means of egress shall conform to the applicable requirements for doors. (CBC 1010.4)
6. Electrical Safety
- a. Maintain sufficient access and working space around all electrical panels. (CCR 8, section 2340.16)
 - 1) The depth of the working space in the direction of access to live parts shall not be less three (3) feet.

- 2) the width of the workspace in front of the electric equipment shall not be less than the width of the equipment or 30 inches, whichever is greater.
- 3) the minimum headroom may not be less than the height of the equipment.
 - a) For installations built before May 5, 2008, 6 feet 3 inches
 - b) For installations built on or after May 5, 2008, 6 feet 6 inches
- b. All cover plates are to be intact on outlets, light switches, and any junction boxes. (CFC 603.2, CCR 8, Section 2473.2)
- c. Keep cables, cords, and plugs clean and in good repair.
- d. Extension cords are for temporary use only and are not substitutes for permanent wiring. (CFC 603.6)
 - 1) Extension cords are to put away at the end of use or the end of the day.
- e. Extension cords are not to be:
 - 1) Affixed to structures;
 - 2) Extend through walls, ceilings, and/or floors;
 - 3) Placed under doors or floor coverings;
 - 4) Subjected to physical or environmental damage.
 - 5) (CFC 603.6)
- f. Extension cords are to be grounded. (CFC 603.6.4)
- g. The rated amperage for extension cords must not be less than the rated capacity of the portable tool or appliance. (CFC 603.6.2)
 - 1) Extension cords of 18-gauge or greater capacity (smaller number) are recommended.
 - 2) Extension cords for home use are not to be used.
- h. Use multi-outlet strips instead of extension cords and do not place them across the floors or working areas that are open to use, unless covered and protected.
- i. Multi-outlet strips are to be of the polarized or grounded type, have overcurrent protection, and are to be Underwriters Laboratory listed. (CFC 603.5.1)
- j. Multi-outlet strips are to be plugged directly into a permanently installed wall outlet (CFC 603.5.2);
 - 1) Never plug a multi-outlet strip into another multi-outlet strip.
- k. Multi-outlet strips are not to:
 - 1) Extend through walls, ceilings, and/or floors;
 - 2) Placed under doors or floor coverings;
 - 3) Subjected to physical or environmental damage.

- 4) (CFC 603.5.3)
 - l. Extension cords that are temporarily placed across aisles and walkways and multi-outlet strip cords are to be secured in cord protectors.
 - m. Each plug is to be plugged directly into a wall socket or multi-outlet strip. Multi-plug adapters are not to be used in wall sockets.
7. Fire Safety
 - a. No open flames in general classrooms or other areas where students and staff are present.
 - 1) Exceptions: gas stoves in special education classrooms and Food Science, Dietetics, and Nutrition career technical education classrooms and Bunsen burners in science classrooms.
 - b. Fire extinguishers are to be conspicuously located along normal paths of travel where they will be readily accessible and immediately available in the event of a fire. (CCR 19, section 567)
 - c. Access to fire extinguishers is to be free of obstruction or obstruction from view. (CCR 19, section 567)
 - d. Fire extinguishers are to be mounted no higher than five (5) feet to the top of the extinguisher and no less than four (4) inches from the floor. (CFC 906.9.1, CFC 906.9.3)
 - 1) Fire extinguishers that weigh over 40 pounds must be hung no higher than 3½ feet to the top of the extinguisher. (CFC 906.9.2)
 - e. Cabinets housing fire extinguishers are to remain unlocked, unless the fire extinguisher would be subject to malicious use. (CCR 19, section 567.2)
 - f. Fire extinguishers are to be maintained in a fully charged and operable condition and kept in their designated places at all times when they are not being used. (CCR 19, section 567.1)
 - 1) Fire extinguishers are to be inspected at least monthly. (CCR 8, section 6151, CCR 19, section 574.1)
 - a) Located in designated place.
 - b) No obstruction to access or visibility.
 - c) Operating instructions on nameplate legible and facing outward.
 - d) Safety seals and tamper indicators intact and in place.
 - e) Examine for obvious physical damage, corrosion, leakage or clogged nozzle.
 - f) Pressure gauge reading or indicator in the operable range or position.
 - g) Fullness determined by weighing or hefting.

- 2) Fire extinguishers are to be maintained annually. (CCR 8, section 6151, CCR 19, section 575.1)
 - a) Examination of mechanical parts,
 - b) All contents shall be emptied from the extinguisher,
 - c) Recharging.
- 3) Every 6 years stored pressure dry chemical and dry powder fire extinguishers are to be discharged, emptied and subjected to the applicable maintenance procedures as specified by the manufacture's requirements. (CCR 8, section 6151, CCR 19, section 575.4)
- g. Flammable liquids are to be stored in approved flammable liquid storage cabinets. Non-combustible liquids should be stored in secondary containment to minimize spills.
 - 1) This includes cans of spray paint,
 - 2) Exception: small amounts (one (1) gallon or less) of flammable liquids may be stored in a vented custodial room or custodial closet.

8. Wall, Window, and Ceiling coverings

- a. All wall and window coverings are to comply with codes and regulations adopted by the local fire protection jurisdiction. Questions regarding the codes and regulations are to be referred to the local fire protection jurisdiction.
- b. Artwork and teaching materials used for decorations in corridors and hallways must not cover more than 20% of available wall space. (CFC 807.5.2.2)
- c. Artwork and teaching materials used for decorations in classrooms must not cover more than 50% of available wall space. (CFC 807.5.2.3)
 - 1) Combustible materials should be distributed in a manner that will not create a continuous fuel source for a fire.
- d. Curtains, draperies, fabric hangings and other similar combustible decorative materials suspended from walls must be flame resistant and must not exceed 10% of the specific wall area to which they are attached. (CFC 807.2)
 - 1) Treatment of fabric must be performed by a California State Fire Marshall (CSFM)-approved applicator and a CSFM certificate of application must be provided. (CCR 19, Division 1, Chapter 8)
- e. Window coverings are to remain open when students are in the classroom while maintaining a balanced approach to a safe school environment for all perils.
 - 1) Exception: School lockdown because of an active assailant.
 - 2) Employees are not to be alone with a student outside of the view of others. (California School Boards Association sample Board Policy 4119.24)
- f. When arranging artwork and teaching materials over shoulder level, proper ladder safety should be observed.

- g. Hanging artwork and teaching materials
 - 1) Hanging artwork and teaching materials are to be arranged to maintain visibility in the classroom and to maintain clear evacuation aisles.
 - 2) Hanging artwork and teaching materials are to be at least 24 inches apart;
 - 3) Hanging artwork and teaching materials are to be at least 80 inches above the floor over aisles and walkways, but when hung over desks and tables, may be lowered to 30 inches above the desks and tables;
 - 4) Hanging artwork and teaching materials may be hung from cables or wires suspended wall-to-wall;
 - 5) Hanging artwork and teaching materials may be hung from suspended ceiling grids;
 - a) Consult with the maintenance department to ensure the grid is able to support the hanging artwork and teaching materials,
 - 6) Items are not to be hung from light fixtures.
 - h. Light filter covers should be certified by Underwriters Laboratories, NFPA, or other certification organization.
 - 1) Light filter covers are to be installed by the LEA maintenance department.
9. Non-structural Earthquake safety
- a. See also “Guide and Checklist for Non-Structural Earthquake Hazards in California Schools”
 - b. Wall-mounted cabinets
 - 1) Secure single units to wall studs or blocking with screws.
 - 2) Secure multiple units with an angle clip. Use sheet metal screws to clip each unit to the angle clip. Fasten the angle clip to wall studs or blocking with screws.
 - c. Wall-mounted TV or video monitors and speakers
 - 1) Secure each TV or monitor to a mounting bracket with adjustable strap, wrapping it around the TV or monitor,
 - 2) Locate TV or monitor mounting brackets away from desks, doors, walkways, or exit ways,
 - 3) Follow the recommendations provided by the manufacturer for the mounting bracket for TVs, monitors, or speakers.
 - 4) Periodically inspect the mounting plate for the mounting bracket to ensure it is properly secured to the wall.
 - d. File cabinets
 - 1) When the cabinet depth or width is less than one-quarter the height, the cabinet should be secured to an adjacent wall, or fastened to adjacent cabinets

- 2) Heavier contents should always be stored in lower drawers of a file cabinet
 - 3) Locate cabinets away from exits and hallways
 - e. Bookcases
 - 1) When the bookcase depth or width is less than one-quarter the height, the bookcase should be secured to the floor, an adjacent wall, or fastened back to back to adjacent bookcases.
 - 2) Heavier contents should always be stored in lower shelves of a bookcase
 - 3) Locate bookcases away from exits and hallways
 - f. Display cases
 - 1) Secure the display case to the floor or a wall
 - a) Use angle brackets if needed
 - 2) Secure contents to shelves using hook-and-loop material, putty, or similar devices
 - g. Equipment carts
 - 1) When the cart depth or width is less than one-quarter the height, the cart should be secured to an adjacent wall, using a cable or chain.
 - 2) Secure equipment to the cart with adjustable straps.
 - 3) Carts should have locking wheels or casters
 - 4) Locate carts away from exits and hallways
 - h. Aquariums and terrariums
 - 1) Fasten angle clips to the tabletop against each side of the aquarium or terrarium,
 - 2) Locate aquariums and terrariums away from exits and hallways.
10. Overhead storage
- a. Stored items are to be at least 24 inches below the ceiling in rooms without fire sprinklers. (CFC 315.3.1)
 - b. Stored items are to be at least 18 inches below the ceiling in rooms with fire sprinklers. (CFC 315.3.1)
 - c. Maintain at least 18 inches around light fixtures.
 - d. If proper clearances are maintained, overhead storage should be secured with a shelf lip, cord anchored to the wall, or net.
 - e. Use a ladder when reaching over shoulder level. Never stand on a chair, desk, and/or table to place or reach high items.
 - 1) Refer to Best Practices for Ladders
 - f. Only store light items high. Heavier items are to be stored in lower locations.

11. Indoor Air Quality

- a. See also “Indoor Air Quality, A Guide for Educators” by California Department of Education
- b. The heating, ventilation, and air conditioning (HVAC) system is to be operated continuously during working hours (Title 8, section 5142) except:
 - 1) During scheduled maintenance and emergency repairs,
 - 2) During periods not exceeding a total of 90 hours per calendar year when a serving electric utility requests, by contractual agreement, its customers to decrease electrical power demand,
 - 3) During periods for which the local educational agency (LEA) can demonstrate that the quantity of outdoor air supplied by non-mechanical means meets the outdoor air supply rate required by the State Building Standards Code, Title 24, Part 2.
- c. Use of space heaters can be eliminated by a properly functioning HVAC system
- d. When exterior water intrusion, leakage from interior water sources, or other uncontrolled accumulation of water occurs, the intrusion, leakage, or accumulation is to be corrected. (Title 8, section 3362 (g))
- e. Once water intrusion, leakage, or accumulation is corrected, stained or otherwise damaged building materials are to be replaced.
- f. Housekeeping procedures
 - 1) Schedule the use of polluting products early on weekends or vacation periods to allow fumes and vapors to dissipate before the building is reoccupied. Use fans during application.
 - 2) Use low-emission cleaning products when available,
 - 3) Avoid aerosols, including air-fresheners,
 - 4) Avoid any product with a strong odor, including plug-in air fresheners
 - 5) Use plain water or soap and water as cleaning agents, to minimize odors
 - 6) Remove dust with vacuum cleaners and/or damp cloths. Do not use feather dusters or spray dust collectors
 - 7) Avoid moisture issues with prompt cleanup of spills and additional ventilation
- g. Classroom pets are not recommended. Animal and bird dander, animal waste products, contaminated bedding, water, or habitat, food debris, and animal odors have been associated with classroom indoor air quality concerns and are suspected of being potential asthma triggers among sensitive students and staff.
- h. School employees should be encouraged to minimize the use of perfume, cologne, scented aftershave, perfumed soaps, or hairspray. Students in the higher grade levels should receive similar guidance

- i. Rugs and furniture may be sources of dust, VOCs, and allergens. Teachers should not bring items that may present indoor air quality problems into classrooms or offices. Stuffed furniture and toys have contributed to the spread of head lice in schools.

12. Integrated Pest Management (IPM)

- a. Refer to the local educational agency (LEA) IPM policy and/or plan for pesticide use.
- b. It is the policy of the state that effective least toxic pest management practices should be the preferred method of managing pests at school sites. (EC 17610)
- c. Pest infestations are to be reported to the school custodian or LEA maintenance department.
 - 1) No chemicals or other pest management products should be brought from home;
 - 2) The LEA is required to annually notify all staff and parents or guardians of students regarding pesticide applications. (EC, section 17612 (a));
 - 3) The LEA is to post a warning sign at each area of the school site where pesticides are applied 24 hours prior to the application. (EC, section 17612 (d));
 - 4) The LEA is to keep records of all pesticide use. (EC, section 17611).
- d. Control pest infestations through good housekeeping and repair. Good housekeeping is essential for effective pest management.
- e. Any employee who applies a pesticide at a school site shall annually complete a training course. (EC 17614)
 - 1) The training course shall include IPM.
 - 2) School staff using disinfecting wipes (a pesticide) must be trained in IPM.
 - a) Cleaning wipes are an acceptable alternative. No training is required.
- f. Food in classrooms attracts pests.
 - 1) Food should be limited to specifically designated areas whenever possible;
 - 2) No open food storage or preparation in areas not intended and/or designated for that use;
 - 3) Careful consideration should be given before introducing food that is not part of the educational program into the classroom.
 - a) Exemption: special education classrooms and Food Science, Dietetics, and Nutrition career technical education classrooms;
 - b) Classroom treats should be eaten outdoors whenever possible;
 - c) Tables and desks should be wiped, and floors swept or vacuumed immediately after an activity involving food in a classroom.
 - d) No overnight storage of food in classrooms.

**EDUCATION CODE - EDC****TITLE 2. ELEMENTARY AND SECONDARY EDUCATION [33000 - 65001]** (*Title 2 enacted by Stats. 1976, Ch. 1010.*)**DIVISION 2. STATE ADMINISTRATION [33000 - 33804]** (*Division 2 enacted by Stats. 1976, Ch. 1010.*)**PART 20. STATE EDUCATIONAL AGENCIES [33000 - 33804]** (*Part 20 enacted by Stats. 1976, Ch. 1010.*)**CHAPTER 3. State Department of Education [33300 - 33479.9]** (*Heading of Chapter 3 amended by Stats. 1980, Ch. 1059, Sec. 2.*)**ARTICLE 3. Educational Programs [33350 - 33355]** (*Article 3 enacted by Stats. 1976, Ch. 1010.*)

33355. (a) (1) On or before January 1, 2026, the department, in consultation with relevant stakeholders and experts, shall compile, and post on the department's internet website, standardized guidelines specifying temperature thresholds or index ratings that trigger modifications to pupil physical activities during extreme weather conditions. The standardized guidelines shall consider relevant factors, including, but not limited to, pupil ages, harmful duration of exposure to extreme weather conditions, overall pupil safety, and available mitigation measures.

(2) The department, in consultation with relevant stakeholders and experts, may use existing resources or frameworks, or both, about temperature thresholds or index ratings that trigger modifications to pupil physical activities during extreme weather conditions to meet the requirements of paragraph (1), including, but not limited to, the State Department of Public Health's Health Guidance for Schools on Sports and Strenuous Activities During Extreme Heat, the National Weather Service's HeatRisk forecast tool, and the guidelines established by the California Interscholastic Federation pursuant to Section 35179.8.

(b) (1) On or before July 1, 2026, each local educational agency shall develop, adopt, and implement weather protocols for extreme weather conditions.

(2) The weather protocols shall incorporate the standardized guidelines compiled by the department pursuant to subdivision (a) and shall detail the specific measures to be taken during extreme weather conditions, including, but not limited to, all of the following:

(A) Clear criteria for determining when weather conditions are considered extreme weather conditions and warrant modification or cessation of outdoor physical activities.

(B) Procedures for monitoring weather forecasts and alerts to anticipate extreme weather conditions.

(C) Protocols for communicating with staff, pupils, and parents or guardians regarding changes to outdoor activities due to extreme weather conditions.

(D) Designation of indoor alternative activities that can be safely conducted during extreme weather conditions.

(E) Training for staff members on recognizing signs of weather-related distress in pupils and appropriate response measures.

(F) Coordination with relevant local agencies and experts to ensure timely access to weather-related information and resources.

(3) The weather protocols shall be annually reviewed, evaluated, and, if necessary, updated to incorporate best practices and address any emerging concerns or challenges, and to reflect changes in weather patterns, advances in safety practices, and feedback from stakeholders.

(c) Commencing January 1, 2026, the department shall provide technical assistance to local educational agencies in the implementation of their weather protocols.

(d) Interscholastic athletic programs administered by the California Interscholastic Federation, including their associated practices and games, shall comply with the guidelines established pursuant to Section 35179.8.

(e) For purposes of this section, the following definitions apply:

(1) "Extreme weather conditions" means occurrences of unusually severe weather conditions, including, but not limited to, periods of extreme heat, excessive precipitation, and floods, that may pose significant harm to pupils.

(2) "Local educational agency" means a school district, county office of education, or charter school.

(3) "Physical activity" means physical education classes, sports, and athletic practices and games sponsored by a local educational agency, except for those relating to an interscholastic athletic program administered by the California Interscholastic Federation.

(f) The implementation of this section is subject to an appropriation being made for purposes of this section in the annual Budget Act or another statute.

(Amended by Stats. 2025, Ch. 67, Sec. 47. (AB 1170) Effective January 1, 2026.)



Recommendations and Requirements Heat Illness Prevention and Air Quality for Students

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1. Scope

- a. This document is intended to protect students from hazardous heat and air quality during physical activities including recess, lunch period, physical education class, athletic activities, and other extracurricular activities that take place outdoors.
- b. For employee requirements refer to:
 - 1) California Code of Regulations (CCR), Title 8, section 3395, Heat Illness Prevention.
 - 2) CCR, Title 8, section 5141.1, Protection from Wildfire Smoke.

2. Definitions

- a. Acclimatization – the process of enhancing activity heat tolerance and the ability to function safely and effectively in warm to hot conditions.
- b. Heat Index – A measurement that combines the air temperature and relative humidity to establish a human-perceived equivalent temperature,

- 1) “How hot it Feels” or “Feels Like”
 - 2) Is calculated for shady areas.
 - c. Heat Risk Level – a value symbolized by a color and number that places forecast heat for a specific location into an appropriate level of heat concern, along with identifying groups potentially most at risk at that level.
 - d. Heat Illness – a medical condition resulting from the body’s inability to cope with a particular heat load or exposure to sunlight.
 - e. Wet Bulb Globe Temperature (WBGT) – The measure of the heat stress in direct sunlight, which takes into account temperature, humidity, wind speed, solar radiation (sun angle and cloud cover).
 - 1) WBGT devices contain three (3) different thermometers:
 - a) A dry bulb thermometer to measure the ambient air temperature
 - b) A natural wet bulb thermometer to measure the potential for evaporative cooling.
 - c) A black globe thermometer to measure radiant heat
 - 2) The WBGT is the most accurate measure of environmental heat stress.
 - f. PM 2.5 – Solid particles or liquid droplets suspended in air, known as particulate matter, with an aerodynamic diameter of 2.5 micrometers or smaller.
3. Hazards
- a. Heat
 - 1) Dehydration, losing more fluid than taking in.
 - 2) Heat Rash, clusters of small red blisters that look like pimples on the skin
 - 3) Sun Burn, Painful, red, and warm skin, skin may blister.
 - 4) Heat Cramps, a heat illness including painful cramping, or spasms in muscles
 - 5) Heat Syncope, a heat illness where fainting occurs,
 - 6) Heat Exhaustion, a heat illness where victims may exhibit heavy sweating, pale clammy skin, tiredness and weakness, headache nausea or vomiting.
 - 7) Heat Stroke, a heat illness where victims may exhibit very high temperature 103 or higher, may lose consciousness, have hot, red and dry skin, headache dizziness, confusion.
 - b. Air Quality
 - 1) Ozone can trigger a variety of health issues such as lung irritation and inflammation, asthma attacks, wheezing, coughing, and increased susceptibility to respiratory illnesses.

- a) The United States Environmental Protection Agency (EPA) uses ozone to determine part of the Air Quality Index.
 - 2) Particulate pollution can cause chronic bronchitis, asthma attacks, decreased lung function, coughing, painful breathing, cardiac problems and heart attacks.
 - a) The EPA uses PM 2.5 to determine the particulate pollution Air Quality Index.
4. Assessment
- a. Heat
 - 1) WBGT
 - a) California education Code section 35179.8 requires the use of a WBGT device to accurately measure environmental heat stress at the site(s) of athletic activity(ies).
 - b) WBGT devices should be calibrated, set up and used following the manufacturer's instructions.
 - c) The WBGT device should be located as close as possible to, or even in the middle of, the activity.
 - d) If the activity is in direct sunlight, the WBGT device should also be in direct sunlight.
 - e) To determine activity levels, compare the WBGT device reading to the charts contained in Attachment 1, Guidelines for Outdoor Physical Activity – Heat
 - 2) Heat Index
 - a) Temperature and Humidity.
 - (1) Determine the outdoor temperature and the outdoor humidity percentage.
 - (2) Calculate the heat index comparing the temperature and humidity using a heat index chart. <https://www.weather.gov/media/unr/heatindex.pdf>
 - (3) Weather.com gives a “Feels Like” temperature, which is comparable to heat risk index.
 - (4) To determine activity levels, compare the calculated heat index to the charts contained in Attachment 1, Guidelines for Outdoor Physical Activity – Heat
 - b) National Weather Service Heatrisk
 - (1) Go to <https://www.wrh.noaa.gov/wrh/heatrisk/>
 - (2) Type in address in the search feature
 - (3) Compare the color on the map to the adjacent color chart and the charts contained in Attachment 1, Guidelines for Outdoor Physical Activity – Heat

- c) NIOSH/OSHA Heat APP
 - (1) Open the App
 - (2) Select Heat Index
 - (3) Compare the “Feels Like” temperature to the charts contained in Attachment 1, Guidelines for Outdoor Physical Activity – Heat
- b. Air Quality
 - 1) Air Now AQI
 - a) Go to www.airnow.gov
 - b) If necessary, type the zip code in the location feature.
 - c) To determine activity levels, compare the number or color to Attachment 2, Guidelines for Outdoor Physical Activity – Air Quality
 - 2) Purple Air
 - a) Go to www.purpleair.com
 - b) Select the map tab
 - c) Ensure US EPA PM2.5 mode
 - d) To determine activity levels, compare the number or color closest to the activity location to Attachment 2, Guidelines for Outdoor Physical Activity – Air Quality
5. Prevention
 - a. Acclimatization
 - 1) Generally, intensity and duration of activity should be gradually increased over a period of 7-14 days to give participants time to build fitness levels and become accustomed to practicing in the heat.
 - 2) Heavy uniforms and protective equipment should be introduced in phases.
 - 3) For all outdoor CIF fall sports
 - a) Five-Day Acclimatization Period
 - (1) Preseason practice shall begin with a five-day acclimatization period for the fall outdoor student-athletes.
 - (2) All fall outdoor student-athletes, including those who arrive at the preseason practice after the first day of practice, are required to undergo a five-day acclimation period.
 - (3) The five-day acclimatization period shall be conducted as follows:
 - (a) Participants shall not engage in more than one on-field practice per day during the five-day acclimation period.

(b) On-field practices shall last no longer than two hours.

b) Football Only

- (1) During the first three days of practice or testing activity, helmets shall be the only protective equipment student-athletes may wear.
- (2) During the next two days of practice or testing activity, helmets and shoulder pads shall be the only protective equipment student-athletes may wear.
- (3) Student-athletes may practice in full pads on the sixth day of practice or testing activity.

b. Rest Breaks

- 1) Schools should ensure and encourage students to take appropriate rest breaks to cool down and hydrate.

c. Hydration

- 1) Students should drink plenty of fluids to prevent dehydration and other heat illnesses.
- 2) The participant should arrive to practices, games, competitions or outdoor performances and in-between practices well-hydrated to reduce the risk of dehydration.
- 3) Water should be freely accessible and water breaks should be given periodically in the shade if available and should be long enough to allow athletes to ingest adequate volumes of fluid. Unnecessary equipment should be removed during breaks.

d. Shade

- 1) Schools should provide areas of blocked direct sunlight that allow students to cool.
- 2) Shade should be located as close as practicable to the areas where students are participating in their outdoor activities.
- 3) An indicator that shade blockage is sufficient is when objects do not cast a shadow in the area of blocked sunlight.

e. Air Quality

- 1) consider shortening or canceling outdoor athletic events (practices or competitions) in accordance with AQI recommendations.
- 2) The Preparticipation Physical Examination for Sport will be used as a tool to identify students at risk for smoke inhalation exposure such as asthma, cardiac disease, and respiratory disease.
- 3) Emphasize to student-athletes that the wearing of masks, such as for protection against COVID-19 does not protect against exposure to hazardous air quality.

- a) Wearing masks will not allow competition or practices when AQI is at hazardous levels.
- 4) Also refer to Recommendations and Requirements for Wildfires: Preparation and Response.
 - a) <https://www.vcssfa.org/Risk-Management/Best-Practices/Miscellaneous>
- f. Guidelines for Physical Activity – Heat
 - 1) To determine activity levels in connection to heat illness prevention, refer to Attachment 1, Guidelines for Outdoor Physical Activity – Heat
- g. Guidelines for Physical Activity – Air Quality
 - 1) To determine activity levels in connection with air quality, refer to Attachment 2, Guidelines for Outdoor Physical Activity – Air Quality
- 6. California Interscholastic Federation (CIF) Heat Illness and Air Quality Requirements.
 - a. A student-athlete who exhibits signs of heat illness while participating in, or immediately following, an athletic activity must be removed immediately from participating in a practice or game for the remainder of the day.
 - b. A student-athlete who has been removed from play after displaying signs and symptoms associated with heat illness may not return to play until the athlete is evaluated by a licensed health care provider and receives written clearance to return to play from that health care provider.
 - 1) Evaluation to a medical doctor (MD) or doctor of osteopathy (DO)
 - 2) A nurse practitioner (NP) or physicians assistant (PA) working under the direct supervision of a medical doctor (MD) or doctor of osteopathy (DO) may provide written clearance for return to play.
 - c. Exception: If muscle cramps are not associated with any other signs and symptoms of heat illness and resolved promptly, then the athlete could return to practice or competition and would not require clearance from a licensed healthcare provider.
 - 1) If any signs and symptoms of heat illness exist alongside muscle cramps, the student athlete would need to be cleared by a physician before returning to play.
 - 2) Recurrent muscle cramps also require evaluation.
 - d. All CIF member schools must refrain from outdoor practice and/or competition when the AQI is 151 or higher.
 - e. CIF Rule 503.K.
- 7. First Aid
 - a. Refer to Attachment 3, First Aid – Heat Advisory and Air Quality

- b. Each school shall have a method to institute whole-body cooling to treat a student athlete with exertional heat illness, especially heat stroke, that is easily accessible at all practice and contest venues

8. Resources

- a. California Education Code, sections 35179 – 35179.8
https://leginfo.ca.gov/faces/codes_displayText.xhtml?lawCode=EDC&division=3.&title=2.&part=21.&chapter=2.&article=4.5.
- b. National Weather Service Heatrisk <https://www.wrh.noaa.gov/wrh/heatrisk/>
- c. CIF Heat Illness Protocol
https://www.cifstate.org/governance/constitution/500_Series.pdf
- d. CIF Heat Illness https://www.cifstate.org/sports-medicine/heat_illness/index
- e. CIF Wet Bulb Globe Temperature <https://www.cifstate.org/sports-medicine/WBGT>
- f. Air Now <https://www.airnow.gov/?city=Camarillo&state=CA&country=USA>
- g. Purple Air <https://map.purpleair.com>
- h. School Air Quality Activity Recommendations:
<https://www.cde.ca.gov/ls/ep/documents/airqualityguidance.pdf>
- i. Air Quality and Outdoor Activity Guidance for Schools:
<https://www.airnow.gov/sites/default/files/2018-09/air-quality-and-outdoor-activity-guidance-2014.pdf>

Attachment 1
Guidelines for Outdoor Physical Activity – Heat

WBGT or Heat Index	Outdoor Activity Guidance
1) Level 0 2) Little to no risk 3) WBGT Index: under 76.1 4) Heat Index: under 80	1) Normal Activities 2) Provide at least three separate rest breaks each hour of athletic practice with a minimum duration of three minutes each during the workout.
1) Level 1 2) Low risk for sensitive groups 3) WBGT Index: 76.3 to 81.0 4) Heat Index: 80 to 89.9	1) Light to moderate activity / Recess/Lunch activity/PE Class. a) Encourage increased hydration, b) Encourage activities in shade when the sun is strongest. 2) Use discretion for intense or prolonged exercise 3) Provide at least three separate rest breaks each hour with a minimum duration of four minutes each.
1) Level 2 2) Moderate risk 3) WBGT Index: 81.1 to 84.0 4) Heat Index: 90 to 99.9	1) Light to moderate activity / Recess/Lunch activity/PE Class a) Encourage increased hydration, b) Reduce time in sun between 10:00 a.m. and 4:00 p.m., if feasible, c) Check playground equipment for hot surfaces. 2) All Athletic Activities a) Maximum outdoor practice time is two hours. b) Provide at least four separate rest breaks each hour with a minimum duration of four minutes. 3) Football and Field Hockey a) Players are restricted to helmet, shoulder pads, and shorts during practice. (1) Exception: If the Heat Index rises to this level during practice, football players may continue to work out wearing football pants without changing to shorts. b) Note: Football players have additional restrictions pursuant to California Education Code section 35179.5.
1) Level 3 2) High risk 3) WBGT Index: 84.2 to 86.0 4) Heat Index: 100 to 109.9	1) Light to moderate activity / Recess/Lunch activity/PE Class. a) Encourage increased hydration b) Avoid time in sun between 10:00 a.m. and 4:00 p.m., c) Discourage running, jumping and other high energy activities, d) Check playground equipment for hot surfaces. 2) Athletic contests are permitted with additional hydration breaks. a) Maximum practice time is 1 hour. b) There should be 20 minutes of rest/water breaks distributed throughout the hour of practice c) No protective equipment may be worn during practice. d) There may be no conditioning activities.

WBGT or Heat Index	Outdoor Activity Guidance
<ul style="list-style-type: none"> 1) Level 4 2) Very high risk 3) WBGT Index: over 86.2 4) Heat Index: over 110 	<ul style="list-style-type: none"> 1) Light to moderate activity / Recess/Lunch activity/PE Class. <ul style="list-style-type: none"> a) Stop all outside activity. b) Move activities indoors, if feasible. 2) No Outdoor workouts/contests. 3) Delay practice/competitions until a cooler WBGT is reached. 4) Alternative indoor activities <ul style="list-style-type: none"> a) Practice indoors if air conditioning is available. b) Other indoor activities: <ul style="list-style-type: none"> (1) Walk-through: <ul style="list-style-type: none"> (a) Reviewing positional strategy and rehearsing plays or choreography (b) Involves only walking. (2) Weight training in an indoor air-conditioned location, (3) Film study, (4) Other meetings. c) Stop indoor activity if air conditioning is not available.

Attachment 2
Guidelines for Outdoor Physical Activity – Air Quality

Air Quality Index	Outdoor Activity Guidance
1) Good 2) AQI or Purple Air: 1 to 50	1) Great day to be active outside! 2) No restrictions.
1) Moderate 2) AQI or Purple Air: 51 to 100 	1) Good day to be active outside. 2) Students who are unusually sensitive to air pollution could have symptoms. a) Air pollution can make asthma symptoms worse and trigger asthma attacks. 3) Ensure sensitive students are medically managing their condition.
1) Unhealthy for sensitive groups 2) AQI or Purple air: 101 to 150	1) Acceptable to be active outside, especially for short activities such as recess and physical education class a) Students who are sensitive to air pollution should exercise indoors or avoid vigorous activities. 2) For longer activities , such as athletic practice or extracurricular activities, take more breaks and do less intense activities. a) Athletic Practice/Extracurricular Activities: reduce vigorous exercise to 30 minutes per hour of practice time with increased rest breaks and substitutions. b) Scheduled Athletic Events: increase rest breaks and substitutions consistent with CIF guidelines for extreme heat. 3) Students with asthma should have and follow their asthma action plans and keep their quick-relief medicine available. 4) Ensure other sensitive students are medically managing their condition.
1) Red 2) Unhealthy 3) AQI or Purple Air: 151 to 200	1) For all outdoor activities , take more breaks and do less intense activities. a) Sensitive students should remain indoors. 2) Consider moving longer or more intense activities indoors or rescheduling them to another day or time. a) Recess and PE: exercise indoors, avoid vigorous outdoor activities, or limit vigorous outdoor activities to a maximum of 15 minutes. b) All CIF member schools must refrain from outdoor practice and/or competition when the Air Quality Index is 151 or higher. 3) Watch for symptoms and act as needed. 4) Students with asthma should have and follow their asthma action plans and keep their quick-relief medicine available. 5) Ensure other sensitive students are medically managing their condition.
1) Purple 2) Very Unhealthy 3) AQI or Purple Air: over 200	1) Move all activities inside or reschedule activities to another day. 2) Scheduled Athletic Events should be rescheduled or relocated.

Attachment 3
First Aid – Heat Advisory and Air Quality

What to Look For	What to Do
Dehydration	
1) Extreme thirst, less frequent urination, dark-colored urine, fatigue, dizziness, confusion	1) Replace lost fluids and electrolytes. <ol style="list-style-type: none"> a) Cool water is best, b) Sports drinks containing electrolytes and a carbohydrate solution may also be helpful, 2) Seek medical attention for severely dehydrated students.
Heat Rash	
1) Red clusters of pimples or small blisters	1) Move to a cooler, less humid environment, if possible. <ol style="list-style-type: none"> 2) Keep rash area dry. 3) Provide or apply powder to increase comfort. <ol style="list-style-type: none"> a) Do not use ointments or creams.
Sunburn	
1) Red, warm, and tender skin; swelling, blistering; headache; fever; nausea; fatigue. <ol style="list-style-type: none"> a) The pain from sunburn is worse 6-48 hours after sun exposure. Skin peeling usually begins 3-8 days after exposure. 	1) General <ol style="list-style-type: none"> a) Drinking plenty of water helps to replace fluid loss, b) Gentle application of cool wet cloths on the burned area, c) Application of a topical moisturizing cream, aloe, or 1% hydrocortisone cream, 2) If blistering occurs: <ol style="list-style-type: none"> a) Lightly bandage or cover the area with gauze to prevent infection, b) Blisters should not be broken, as this will slow the healing process and increase the risk of infection, c) When the blisters break and the skin peels, dried fragments may be removed, and an antiseptic ointment or hydrocortisone cream may be applied. 3) Seek medical attention if any of the following occur: <ol style="list-style-type: none"> a) Severe sunburns covering more than 15% of the body, b) Severe dehydration, c) High fever, >101°F, d) Extreme pain that persists longer than 48 hours.
Heat/Muscle Cramps	
1) Cramps, pain, or spasms in the abdomen, arms, or legs. <ol style="list-style-type: none"> 2) Refer to CIF Rule 503 K. 	1) Drink water and have a snack or a drink that replaces carbohydrates and electrolytes, such as a sports drink, every 15 to 20 minutes. <ol style="list-style-type: none"> 2) Avoid salt tablets. 3) Seek medical attention if any of the following occur: <ol style="list-style-type: none"> a) Cramps that do not subside within 1 hour, b) Frequently recurrent cramps, c) Any other signs and symptoms of heat illness exist alongside muscle cramps.
Heat Syncope (Fainting)	
1) Fainting, dizziness, light headedness while standing or suddenly rising from a sitting or lying position. <ol style="list-style-type: none"> 2) Refer to California Education Code 33479.5 and CIF Rule 503 J. 	1) Sit or lie down in a cool place. <ol style="list-style-type: none"> 2) If conscious, slowly drink water, clear juice, or a sports drink. 3) Remove student from participation for the remainder of the day. 4) Seek medical attention: <ol style="list-style-type: none"> a) Medical clearance is required to return to play.

What to Look For	What to Do
Heat Exhaustion	
<ol style="list-style-type: none"> 1) Headache, nausea, dizziness, weakness, irritability, thirst, heavy sweating, elevated body temperature, decreased urine output. 2) Refer to Education Code section 35179.8 3) Refer to CIF Rule 503 K. 	<ol style="list-style-type: none"> 1) Remove the student from the hot area and give liquids to drink. <ol style="list-style-type: none"> a) Encourage frequent sips. 2) Remove proactive gear, shoes, and socks. 3) Cool the student with cold compresses or have the student wash their head, face, and neck with cold water. 4) Institute whole-body cooling to treat a student-athlete with exertional heat illness that is easily accessible at all practice and contest venues 5) Seek medical attention: <ol style="list-style-type: none"> a) If parents are immediately available, parents can take student to a clinic or emergency room, b) Call 911 if parents are not immediately available, c) Stay with the student until help arrives. d) Medical clearance is required to return to play. <ol style="list-style-type: none"> (1) Exception: muscle cramps
Heat Stroke	
<ol style="list-style-type: none"> 1) Hot, dry skin; very high body temperature, confusion, altered mental status, slurred speech; seizures, loss of consciousness 2) Fatal if treatment is delayed. 3) Refer to Education Code section 35179.8 4) Refer to CIF Rule 503 K. 	<ol style="list-style-type: none"> 1) Move the student to a shaded, cool area. 2) Remove proactive gear, shoes, and socks. 3) Cool quickly using the following methods: <ol style="list-style-type: none"> a) Institute whole-body cooling to treat a student-athlete with exertional heat illness that is easily accessible at all practice and contest venues, b) Place the student-athlete in cold water or ice bath, c) Wet the skin or place cold wet cloths on the skin, d) Soak clothing with cool water, e) Circulate air around the student to speed cooling. 4) Seek medical attention: <ol style="list-style-type: none"> a) Always call 911 for emergency care, b) Stay with the student until emergency medical services arrives. c) Medical clearance is required to return to play. <ol style="list-style-type: none"> (1) Exception: muscle cramps
Air Contaminants	
<ol style="list-style-type: none"> 1) Coughing, wheezing, difficulty breathing. 2) Students with asthma may also experience chest tightness. 	<ol style="list-style-type: none"> 1) Take a break from activity, change to a less intense activity, stop all activity, go indoors. 2) For students with asthma, use quick-relief medicine as prescribed. 3) Seek medical attention if symptoms do not improve. 4) Call 9-1-1 (Emergency Medical Services) if: <ol style="list-style-type: none"> a) Rapid worsening of shortness of breath or very loud wheezing, b) Difficulty speaking in full sentences, c) No improvement even after using a quick-relief inhaler, d) Lips, tongue, or nail beds turning blue, e) Decreased level of consciousness.

Fabric Furniture in Classrooms and School Offices

1. This document addresses fabric furniture where students are present.
 - a. Classrooms
 - b. Teacher/Coaches' offices
 - c. Principals', assistant principals', and counselors' offices
 - d. Exceptions: Fabric furniture may be appropriate for designated environments, such as special education classrooms or large multipurpose areas like Wellness Centers and public areas of school offices.
2. Fabric furniture includes, but is not limited to, area rugs, beanbags, cots, couches, floor gaming chairs, futons, loungers, love seats, saucer/disk chairs, and upholstered benches.
 - a. Exceptions:
 - 1) Rolling office chairs for adults.
 - 2) Cots in health offices.
3. Hazards of fabric furniture
 - a. Fabric furniture often provides opportunities for improper, unsupervised behavior
 - 1) Adult to student sexual assault.
 - 2) Student to student sexual misconduct.
 - b. Evacuation/Egress
 - 1) Non-standard furniture may create safety hazards, such as blocking exits, obstructing pathways, or violate accessibility/disability requirements.
 - c. Fire Safety
 - 1) Residential-grade upholstered furniture often lacks the necessary flame-retardant treatments required for school buildings.
 - d. Hygiene and sanitation
 - 1) Fabric furniture is difficult, if not impossible, to disinfect properly.
 - 2) Fabric furniture can harbor bodily fluids, food particles, allergens, and germs, leading to the transfer of illnesses between students.
 - e. Infestations
 - 1) Soft, upholstered surfaces can harbor pests, including bed bugs and lice, which are difficult to remove from fabric.
 - f. Health and toxic exposure
 - 1) Older or lower-quality furniture may contain polyurethane foam and materials that emit volatile organic compounds (VOCs), contributing to poor indoor air quality.

2) Many fabric items contain toxic flame retardants that migrate out of the furniture and into the air and dust, which can cause health issues such as asthma

g. Maintenance and durability

1) Fabric furniture is susceptible to wear, tear, stains, and damage.

2) When damaged, fabric furniture can cause injuries, and when soiled, it often must be discarded because it cannot be adequately cleaned

4. Recommendations

a. The superintendent or designee should approve all furniture purchases.

b. Donated furniture should follow district donation policies.

c. All furniture should facilitate appropriate adult to student boundaries and student to student boundaries.

d. Furniture placement should maintain clear sightlines for student supervision, reducing risks related to misconduct or inappropriate behavior

e. Guest chairs in school offices should be single user, commercial grade, smooth, easy to clean, and meet flammability requirements.

**Activity or Event
Assumption of Risk Form
(Adult Participation)**

Name of Participant (Please print)

Address

School/Local Educational Agency

Activity or Event Teacher/Advisor (Staff)

Voluntary Activity or Event at School (Adult Participation)

- school-related athletics or events
- school-related club activities or events
- school-related cultural activities or events
- school-related performing arts activities or events
- school-related social activities or events
- School-related community activities or events
- Other: _____

I understand and acknowledge that participation in voluntary activities and events at school, by their very nature, pose the potential risk of serious injury and/or illness to the individuals who participate in such voluntary activities or events.

Participation in this voluntary activity or event at school, by its very nature, may pose some inherent risk of a participant being seriously injured, before, during, and/or after the activity or event, including transportation to and from the activity or event whether provided by the local educational agency (LEA) or not. These injuries may include, but are not limited to, the following:

- | | |
|--|-------------------------------------|
| 1. Sprains and strains | 7. Loss of eyesight |
| 2. Fractured bones | 8. Head injuries or concussion |
| 3. Lacerations, abrasions, and avulsions | 9. Heat illness |
| 4. Unconsciousness | 10. Sudden cardiac arrest |
| 5. Paralysis | 11. Death |
| 6. Disfigurement | 12. Exposure to infectious diseases |

I understand and acknowledge that participation in voluntary activities or events at school is completely elective and voluntary.

I understand that all participants are to abide by and accept all rules and requirements governing conduct and safety in the voluntary activity or event at school. As such, any participant determined to be in violation of safety requirements, behavior standards or other prohibited conduct may be removed from this voluntary activity or event.

I understand and acknowledge that in order to participate in these activities or events at school, I agree to assume liability and responsibility for any and all risks that may be associated with participation in voluntary activities or events.

I hereby certify that I am in good physical health and capable of participating in strenuous physical activities. I acknowledge that I understand the physical demands of participation in voluntary activities or events at school and confirm that I am able to safely engage in such activities or events without risk to my health.

I agree to, and do hereby release and hold the LEA/School and its governing board, officers, agents, employees and/or volunteers harmless for any and all claims; demands; causes of action; liability; damages; expenses; or loss of any sort, including bodily injury or death; because of or arising out of acts or omissions with respect to the voluntary activity or event at school, including programs or procedures of the LEA/school for students and participation in such activities or events.

I acknowledge that I have carefully read this “Activity or Event, Assumption of Risk Form” and that I understand and agree to its terms.

Signature

Date

Primary telephone

Alternate telephone

Fund 010 - General Fund

Fiscal Year 2025/26 Through February 2026

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other Local Revenue						
8660	Interest	75,000.00	75,000.00	10,857.91	64,142.09	14.48
8677	Interagency Services Between L	1,712,648.00	1,745,128.00	547,789.54	1,197,338.46	31.39
8699	All Other Local Revenue	2,000.00	2,000.00	785.37	1,214.63	39.27
Total Other Local Revenue		1,789,648.00	1,822,128.00	559,432.82	1,262,695.18	30.70
Total Year To Date Revenues		1,789,648.00	1,822,128.00	559,432.82	1,262,695.18	30.70

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Classified Salaries							
2300	Class Supervisors & Administra	971,199.00	873,235.00		603,606.43	269,628.57	69.12
2310	Substitute - Mgmt	20,000.00	30,000.00		17,504.88	12,495.12	58.35
2400	Clerical and Office Salaries	508,740.00	595,300.00		369,498.12	225,801.88	62.07
2450	Clerical and Office OverTime	10,000.00	5,000.00			5,000.00	
Total Classified Salaries		1,509,939.00	1,503,535.00	.00	990,609.43	512,925.57	65.89
Employee Benefits							
3202	PERS, classified positions	292,511.00	294,865.00		239,112.75	55,752.25	81.09
3301	OASDI/Medicare/Alternative, ce	17.00	17.00		11.60	5.40	68.24
3302	OASDI/Medicare/Alternative, cl	21,297.00	26,028.00		13,784.06	12,243.94	52.96
3402	Health & Welfare Benefits, cla	203,633.00	208,133.00		127,406.08	80,726.92	61.21
3501	SUI, certificated positions	1.00	1.00		.40	.60	40.00
3502	SUI, classified positions	734.00	715.00		470.11	244.89	65.75
3601	Work Comp Ins, certificated po	20.00	20.00		13.12	6.88	65.60
3602	Work Comp Ins, classified posi	24,778.00	24,673.00		16,255.88	8,417.12	65.89
3902	Other Benefits, classified pos	912.00	68,530.00		68,167.23	362.77	99.47
Total Employee Benefits		543,903.00	622,982.00	.00	465,221.23	157,760.77	74.68
Books and Supplies							
4300	Materials and Supplies	20,000.00	15,000.00	2,713.81	8,642.42	3,643.77	57.62
4310	Fuel	2,750.00	2,750.00	96.50	1,813.06	840.44	65.93
4400	Non-Capitalized Equipment	10,000.00	5,000.00			5,000.00	
Total Books and Supplies		32,750.00	22,750.00	2,810.31	10,455.48	9,484.21	45.96
Services and Other Operating Expenditures							
5200	Travel and Conferences	4,000.00	4,000.00		1,568.79	2,431.21	39.22
5220	Travel and Conference	10,000.00	15,000.00		17,954.87	2,954.87-	119.70

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 800, Starting Period = 1, Ending Account Period = 8, Stmt Option? = , Zero Amounts? = N, SACS? = N, Restricted? = Y)

Fund 010 - General Fund		Fiscal Year 2025/26 Through February 2026					
Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Services and Other Operating Expenditures (continued)							
5300	Dues and Memberships	6,750.00	6,750.00		988.35	5,761.65	14.64
5450	Other Insurance	14,600.00	14,600.00		14,600.00		100.00
5600	Rentals,Leases,Repairs & Nonca	36,741.00	36,741.00	3,366.93	32,576.13	797.94	88.66
5800	Professnl/Consult Serv & Opera	52,500.00	52,500.00	1,600.99	90,344.27	39,445.26-	172.08
5801	Audit	20,000.00	20,000.00	12,421.50	27,184.50	19,606.00-	135.92
5804	Employment Fees	250.00	250.00		79.00	171.00	31.60
5899	Legal Fees	7,500.00	7,500.00	323.40	276.50	6,900.10	3.69
5901	Phone Services	1,950.00	1,950.00	299.66	1,124.46	525.88	57.66
5903	Postage	7,000.00	7,000.00	2,148.93	4,808.37	42.70	68.69
Total Services and Other Operating Expenditures		161,291.00	166,291.00	20,161.41	191,505.24	45,375.65-	115.16
Total Year To Date Expenditures		2,247,883.00	2,315,558.00	22,971.72	1,657,791.38	634,794.90	71.59

Fund 010 - General Fund		Fiscal Year 2025/26 Through February 2026		
Object	Description	Beginning Balance	Year to Date Activity	Ending Balance
Fund Reconciliation				
Assets				
9110	Cash in County Treasury	2,314,283.48	826,565.99-	1,487,717.49
9130	Revolving Cash Account	20,000.00		20,000.00
9200	Accounts Receivable - Clear	293,817.00	293,817.03-	.03-
9201	Accounts Receivable - P/R		5.81	5.81
9290	Due From Other Governments	2,121.75		2,121.75
9330	Prepaid Expenditures (Expenses)	2,508.47	2,508.47-	
	Total Assets	2,632,730.70	1,122,885.68-	1,509,845.02
Liabilities				
9510	Prior Year Liability - Clear	10,204.97	10,204.97-	
9532	PERS Liability	291.84		291.84
9534	Health & Welfare Insurance Pay	2.01-	13,368.42-	13,370.43-
9535	SUI Taxes Payable	225.36	118.13-	107.23
9537	Retiree Benefits Liability	1,097.90-	826.60-	1,924.50-
9539	Miscellaneous Deductions Liabi	43.25	9.00-	34.25
	Total Liabilities	9,665.51	24,527.12-	14,861.61-
	Calculated Fund Balance	2,623,065.19	1,098,358.56-	1,524,706.63
Beginning Fund Balance				
9791	Beginning Fund Balance	2,623,065.19		2,623,065.19
	Beginning Fund Balance Proof	.00	1,098,358.56-	1,098,358.56-
Change in Fund Balance - Excess Revenues (Expenditures)			(1,098,358.56)	

Memo Only - Ending Fund Balance Accounts				
		Adopted	Revised	
Reserves				
9720	Reserve for Encumbrances			22,971.72
Other Designations				
9790	Undesignated/Unappropriated	2,102,630.00	2,129,635.00	

Fund 010 - General Fund		Fiscal Year 2025/26 Through February 2026				
Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	1,789,648.00	1,822,128.00		559,432.82	1,262,695.18	30.70
B. Expenditures	2,247,883.00	2,315,558.00	22,971.72	1,657,791.38	634,794.90	71.59
C. Subtotal (Revenue LESS Expense)	458,235.00-	493,430.00-		1,098,358.56-	627,900.28	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	458,235.00-	493,430.00-		1,098,358.56-	627,900.28	
F. Fund Balance:						
Beginning Balance (9791)	2,560,865.00	2,623,065.00		2,623,065.19		
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	2,560,865.00	2,623,065.00		2,623,065.19		
G. Calculated Ending Balance	2,102,630.00	2,129,635.00		1,524,706.63		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	2,102,630.00	2,129,635.00				
Other				22,971.72		

Fund 401 - Special Reserve Capital Outlay

Fiscal Year 2025/26 Through February 2026

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other Local Revenue						
8660	Interest	1,500.00	1,500.00	218.07	1,281.93	14.54
Total Other Local Revenue		1,500.00	1,500.00	218.07	1,281.93	14.54
Total Year To Date Revenues		1,500.00	1,500.00	218.07	1,281.93	14.54

Fund 401 - Special Reserve Capital Outlay		Fiscal Year 2025/26 Through February 2026		
Object	Description	Beginning Balance	Year to Date Activity	Ending Balance
Fund Reconciliation				
Assets				
9110	Cash in County Treasury	40,227.48	1,104.27	41,331.75
9200	Accounts Receivable - Clear	886.20	886.20-	
	Total Assets	41,113.68	218.07	41,331.75
	Calculated Fund Balance	41,113.68	218.07	41,331.75
Beginning Fund Balance				
9791	Beginning Fund Balance	41,113.68		41,113.68
	Beginning Fund Balance Proof	.00	218.07	218.07
Change in Fund Balance - Excess Revenues (Expenditures)			218.07	

Memo Only - Ending Fund Balance Accounts

	Adopted	Revised
Other Designations		
9780 Assigned	42,528.00	42,614.00

Fund 401 - Special Reserve Capital Outlay		Fiscal Year 2025/26 Through February 2026				
Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	1,500.00	1,500.00		218.07	1,281.93	14.54
B. Expenditures						
C. Subtotal (Revenue LESS Expense)	1,500.00	1,500.00		218.07	1,281.93	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	1,500.00	1,500.00		218.07	1,281.93	
F. Fund Balance:						
Beginning Balance (9791)	41,028.00	41,114.00		41,113.68		
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	41,028.00	41,114.00		41,113.68		
G. Calculated Ending Balance	42,528.00	42,614.00		41,331.75		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)	42,528.00	42,614.00				
Undesig/Unapprop (9790)						
Other						

Checks Dated 02/01/2026 through 02/28/2026

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5080803488	02/02/2026	Vta Co Bus Services Authority	010-5800		6.50
5080803489	02/05/2026	DANNIS WOLIVER KELLEY	010-5220		50.00
5080803490	02/05/2026	SHRED-IT, c/o STERICYCLE, INC	010-5800		147.15
5080803491	02/05/2026	CliftonLarsonAllen LLP	010-5801		19,425.00
5080803492	02/05/2026	ATKINSON, ANDELSON, et al	010-5220		249.00
5080803493	02/09/2026	VERIZON WIRELESS	010-4300	209.50	
			010-5901	38.83	248.33
5080803494	02/12/2026	Vta Co Bus Services Authority	010-5800		6.50
5080803495	02/12/2026	AMAZON CAPITAL SERVICES	010-4300		345.11
5080803496	02/12/2026	CORODATA	010-5800		81.98
5080803497	02/24/2026	Vta Co Bus Services Authority	010-8699		2,475.00
5080803498	02/24/2026	FRANCOTYP-POSTALIA, INC	010-5903		206.82
5080803499	02/24/2026	LEAF	010-5600		446.57
5080803500	02/24/2026	STREAMLINE OFFICE SOLUTIONS	010-5600		60.02
5080803501	02/24/2026	U.S. BANK	010-4300	200.80	
			010-4310	265.26	
			010-5220	3,881.53	
			010-5903	49.45	4,397.04
VCH800000117	02/11/2026	Olmos, Leticia	010-4300		10.78
VCH800000118	02/20/2026	SELF-INSURED SCHOOLS OF CALIF	010-9534	21,795.30	
			010-9537	6,649.60	
			010-9539	284.50	28,729.40
VCH800000119	02/20/2026	Almaraz, Leesander	010-5200		136.08
VCH800000120	02/20/2026	Chen, Li	010-5200		84.70
VCH800000121	02/27/2026	TAX DEFERRED SERVICES	010-9539		5,700.00
Total Number of Checks			19		62,805.98

Fund Recap

Fund	Description	Check Count	Expensed Amount
010	General Fund	19	62,805.98
	Total Number of Checks	19	62,805.98
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		62,805.98

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Includes Purchase Orders dated 02/01/2026 - 02/28/2026

PO Number	Vendor Name	Order Location	Object Description	Resource Description	Account Amount
B8026-00021	CliftonLarsonAllen LLP	BUSINESS SER	Audit	Unrestrict	19,425.00
P8026-00027	ATKINSON, ANDELSON, et al	BUSINESS SER	Conference	Unrestrict	249.00
P8026-00028	DANNIS WOLIVER KELLEY	BUSINESS SER	Conference	Unrestrict	50.00
P8026-00029	VERIZON WIRELESS	BUSINESS SER	Mat'ls/Sup	Unrestrict	209.50
P8026-00030	AMAZON CAPITAL SERVICES	BUSINESS SER	Mat'ls/Sup	Unrestrict	30.24
				Cost Cont	314.87
P8026-00031	Vta Co Bus Services Authority	BUSINESS SER	OtherLocal	Unrestrict	2,475.00
P8026-00032	ATKINSON, ANDELSON, et al	BUSINESS SER	Legal Fees	Unrestrict	323.40
Total Number of POs			7	Total	23,077.01

Fund Recap

Fund	Description	PO Count	Amount
010	General Fund	7	23,077.01

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

VENTURA COUNTY SCHOOLS BUSINESS SERVICES AUTHORITY
 CHIEF BUSINESS OFFICIAL SALARY SCHEDULE
 2025-2026

	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
CBO	214	\$253,719.90	\$261,331.50	\$269,171.44	\$277,246.59	\$285,563.98	\$294,130.90
		\$975.85	\$1,005.12	\$1,035.27	\$1,066.33	\$1,098.32	\$1,131.27

Annual Number of work days: 223 work days, 15 holidays, 22 vacation days= 260 total days

HEALTH AND WELFARE ANNUAL CAP: Single: \$ 9,299.40
 2-Party: \$ 17,508.80
 Family: \$ 22,942.20

ANNIVERSARY INCREMENTS:

1% After 5 years
 2% After 10 years
 3% After 15 years
 4% After 20 years
 5% After 25 years
 6% After 30 years

3% between steps

EFFECTIVE: July 1, 2025

BOARD APPROVED:

REVISED: March 2, 2026

VENTURA COUNTY SCHOOLS BUSINESS SERVICES AUTHORITY
ADMINISTRATION SALARY SCHEDULE
2025-2026

	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Assistant Fiscal Director	200	\$115,684.29	\$121,468.53	\$127,541.95	\$133,919.05	\$140,614.99	\$147,645.78	\$155,028.04	\$162,779.42	\$170,918.41
		\$444.94	\$467.19	\$490.55	\$515.07	\$540.83	\$567.87	\$596.26	\$626.07	\$657.38
	201	\$118,576.43	\$124,505.25	\$130,730.48	\$137,267.01	\$144,130.38	\$151,336.89	\$158,903.75	\$166,848.93	\$175,191.35
		\$456.06	\$478.87	\$502.81	\$527.95	\$554.35	\$582.06	\$611.17	\$641.73	\$673.81
	202	\$121,540.82	\$127,617.87	\$133,998.75	\$140,698.70	\$147,733.65	\$155,120.30	\$162,876.34	\$171,020.15	\$179,571.16
		\$467.46	\$490.84	\$515.38	\$541.15	\$568.21	\$596.62	\$626.45	\$657.77	\$690.66
	203	\$124,579.33	\$130,808.32	\$137,348.73	\$144,216.17	\$151,426.98	\$158,998.33	\$166,948.23	\$175,295.66	\$184,060.44
		\$479.15	\$503.11	\$528.26	\$554.68	\$582.41	\$611.53	\$642.11	\$674.21	\$707.92
	204	\$127,693.83	\$134,078.51	\$140,782.44	\$147,821.55	\$155,212.67	\$162,973.27	\$171,121.93	\$179,678.04	\$188,661.96
		\$491.13	\$515.69	\$541.47	\$568.54	\$596.97	\$626.82	\$658.16	\$691.07	\$725.62
Director of Maintenance Operations & Transportation	205	\$130,886.19	\$137,430.49	\$144,302.01	\$151,517.12	\$159,092.98	\$167,047.61	\$175,400.01	\$184,170.01	\$193,378.51
		\$503.41	\$528.58	\$555.01	\$582.76	\$611.90	\$642.49	\$674.62	\$708.35	\$743.76
Director of School Business Services	206	\$134,158.34	\$140,866.26	\$147,909.56	\$155,305.03	\$163,070.27	\$171,223.81	\$179,785.01	\$188,774.25	\$198,212.98
		\$515.99	\$541.79	\$568.88	\$597.33	\$627.19	\$658.55	\$691.48	\$726.05	\$762.36
	207	\$137,512.29	\$144,387.92	\$151,607.31	\$159,187.66	\$167,147.04	\$175,504.39	\$184,279.62	\$193,493.60	\$203,168.28
		\$528.89	\$555.34	\$583.11	\$612.26	\$642.87	\$675.02	\$708.77	\$744.21	\$781.42
	208	\$140,950.10	\$147,997.59	\$155,397.48	\$163,167.36	\$171,325.72	\$179,892.00	\$188,886.61	\$198,330.93	\$208,247.47
		\$542.12	\$569.22	\$597.68	\$627.57	\$658.95	\$691.89	\$726.49	\$762.81	\$800.95
	209	\$144,473.84	\$151,697.55	\$159,282.42	\$167,246.53	\$175,608.87	\$184,389.32	\$193,608.78	\$203,289.20	\$213,453.68
		\$555.67	\$583.45	\$612.62	\$643.26	\$675.42	\$709.19	\$744.65	\$781.88	\$820.98
	210	\$148,085.69	\$155,489.97	\$163,264.47	\$171,427.71	\$179,999.08	\$188,999.03	\$198,449.00	\$208,371.44	\$218,790.02
		\$569.56	\$598.04	\$627.94	\$659.34	\$692.30	\$726.92	\$763.27	\$801.43	\$841.50
	211	\$151,787.84	\$159,377.22	\$167,346.11	\$175,713.40	\$184,499.06	\$193,724.02	\$203,410.23	\$213,580.72	\$224,259.77
		\$583.80	\$612.99	\$643.64	\$675.82	\$709.61	\$745.09	\$782.35	\$821.46	\$862.54
	212	\$155,582.52	\$163,361.65	\$171,529.74	\$180,106.26	\$189,111.55	\$198,567.10	\$208,495.49	\$218,920.26	\$229,866.26
		\$598.39	\$628.31	\$659.73	\$692.72	\$727.35	\$763.72	\$801.91	\$842.00	\$884.10
	213	\$159,472.10	\$167,445.69	\$175,817.99	\$184,608.89	\$193,839.33	\$203,531.32	\$213,707.86	\$224,393.25	\$235,612.92
		\$613.35	\$644.02	\$676.22	\$710.03	\$745.54	\$782.81	\$821.95	\$863.05	\$906.20

Annual Number of work days: 223 work days, 15 holidays, 22 vacation days= 260 total days

HEALTH AND WELFARE ANNUAL CAP: Single: \$ 9,299.40
 2-Party: \$ 17,508.80
 Family: \$ 22,942.20

ANNIVERSARY INCREMENTS:

1% After 5 years
2% After 10 years
3% After 15 years
4% After 20 years
5% After 25 years
6% After 30 years

2.5% between ranges and 5% between steps

Substitutes and/or extra help positions will be paid on the first step.

EFFECTIVE: July 1, 2025

BOARD APPROVED:

REVISED: March 2, 2026

**VENTURA COUNTY SCHOOLS BUSINESS SERVICES AUTHORITY (VCSBSA)
EMPLOYMENT AGREEMENT**

This Agreement is entered into as of this 1st day of July 2024, by and between the Board of Directors of the VCSBSA, hereinafter referred to as "*Authority*" and Tami Peterson, hereinafter referred to as "*Employee*," with reference to the following:

WHEREAS, Authority has designated the position of Chief Business Official, as a classified position pursuant to California Education Code Section 35030; and

WHEREAS, it is in the best interests of the Authority to retain the services of Employee in the position of Chief Business Official, pursuant to the authority of California Education Code Section 35031; and

WHEREAS, it is the intent and desire of the parties to this Employment Agreement to set forth their respective rights, duties and obligations in connection with the Employment of Employee; and

WHEREAS, Authority wishes to employ Employee and Employee wishes to accept employment with Authority under the following terms and conditions:

NOW, THEREFORE, the parties agree as follows:

1. Employee shall be employed in the position of Chief Business Official, for a term of two (2) years and commencing July 1, 2024 and ending June 30, 2026 contingent upon effective service and positive evaluations.

2. Employee shall be placed on Step 5 of the Board approved Chief Business Official Salary Schedule for the Chief Business Official position effective July 1, 2024. Employee will be placed on Step 6 of the Board approved Chief Business Official Salary Schedule for the Chief Business Official position effective July 1, 2025. The Chief Business Official Salary Schedule would be adjusted similarly to any cost of living adjustments provided to all VCSBSA employees.

3. The Authority shall reimburse the Employee for all actual and necessary expenses incurred and paid by the Employee in the conduct of her duties on behalf of the Authority; the Employee will submit itemized claims for such expenses and such items claimed must be a proper use of Authority funds.
4. The Authority shall pay the actual annual cost of personal membership in the California Association of School Business Officials (CASBO).
5. Employee shall be provided all health, welfare, longevity and fringe benefits of employment enjoyed by other employees in the VCSBSA. All statutes applicable to sick leave and disability leave shall apply. Unused sick and disability leave shall be compensated according to Authority's policies. Employee shall be allowed to carry forward up to ten (10) unused work days each year, with any unused days remaining at the end of contract period to be reimbursed to Employee at the then current daily rate.
6. The position of Chief Business Official shall consist of shall consist of a work year of 260 days including 223 workdays, 15 holidays, and 22 vacation days.
7. The duties of the position of Chief Business Official are set forth in a job description on file in the VCSBSA Office. Subject to Board of Directors approval, Employee shall have full authority and responsibility to plan, organize and direct the operations of the VCSBSA, administering and controlling fiscal services; advising the respective member Superintendents and Board of Directors in matters of budget development, finance, facility planning, food services, student transportation and business administration, charter school business support and oversight; and to perform related work as required; all in accordance with VCSBSA Board policy and the laws of the State of California.
8. The Employee shall be evaluated based upon mutually agreed goals and objectives each year thereafter prior to September 1.
9. Upon mutual agreement, the parties to the Agreement may agree to terminate the employment of Employee under this Agreement effective on the next succeeding first day of July and may agree to reelect or reemploy Employee on any terms as mutually agreed for a new term. The Authority's Board of Directors shall have the power to terminate this agreement for cause by majority vote.

10. The Employee acknowledges and agrees that the Authority shall provide written notice to Employee at least forty-five (45) days before the expiration of the term of this Agreement, that Authority does not intend to reemploy or reelect Employee in the position of Chief Business Official, and specifically acknowledges and agrees that the notice provisions of Education Code Section 44951 do not apply to the position designated herein as Chief Business Official. The parties further acknowledge that the Employee is also entitled to any other applicable notice otherwise required for classified employees.

11. The Employee acknowledges and agrees that this Agreement confers no rights not specifically set forth in this Agreement and does not award rights not provided by or prohibited by statute and does not grant any rights to this or any other classified administrative position.

12. This Agreement may be changed or terminated by mutual consent of the parties hereto in the manner provided for in Education Code Section 35031. Additional amendments may be added to the contract by mutual consent of the parties at any time during the term of this Agreement.

13. This Agreement is subject to all applicable laws of the United States, the State of California, the rules and regulations of the California State Board of Education and the District. These laws, rules and regulations are hereby made a part of the terms and conditions of this Agreement as though herein set forth.

VENTURA COUNTY SCHOOLS BUSINESS SERVICES AUTHORITY

 President of the Board of Directors

 Date

 Employee

 Date



5100 Adolfo Road
 Camarillo, CA 93012
 805.383.1974
 www.vcsbsa.org

BOARD AGENDA ITEM

To: VCSBSA Board of Directors
 From: Tami Peterson, Chief Business Official
 Date: March 24, 2026
 Re: **CLASSIFIED PERSONNEL REPORT**

DESCRIPTION/DETAILS:

Chief Business Official recommends the Board approve the following personnel action as presented:

Employee Personnel Action:

Employee	Action	Salary Schedule	Effective Date
Benny Martinez	Ratification of rate update on Director-Extra Help to reflect salary schedule increase.		03/01/2026

ITEM PROPOSED FOR: Approval

**AGREEMENT FOR BUSINESS SERVICES BETWEEN
THE VENTURA COUNTY SCHOOLS BUSINESS SERVICES AUTHORITY
AND THE ARCHITECTURE, CONSTRUCTION, AND ENGINEERING (ACE)
CHARTER HIGH SCHOOL
JULY 1, 2026 – JUNE 30, 2027**

This Agreement for Business Services is between the Ventura County Schools Business Services Authority (hereinafter referred to as “BSA”), a Joint Powers Authority organized and operated pursuant to Government Code section 6500, and the Architecture, Construction, and Engineering (ACE) Charter High School (hereinafter referred to as “Charter School”), organized and operating pursuant to Education Code section 47600, et seq. BSA and Charter School may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. BSA provides professional and business services to school districts and charter schools located in Ventura County.
- B. The Parties desire by this Agreement for the BSA to provide services to the Charter School.
- C. The Charter School desires, by this agreement, to grant to the BSA the authority to relay and disclose information to the Oxnard Union High School District (OUHSD) (Sponsoring District) as needed for the oversight obligation.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Term

The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of July 1, 2026 (the “Initial Term”). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year period (each, a “Renewal Term”), unless either party provides written notice of its intent not to renew at least six (6) months prior to the expiration of the then-current term. Such notice shall be delivered in accordance with the notice provisions set forth in this agreement. If timely notice of non-renewal is given, this agreement shall terminate at the end of the then-current term, unless otherwise agreed in writing by the parties. This Agreement shall only remain in force and effect so long as the Charter School has an approved charter by the OUHSD (Sponsoring District).

2. Services

BSA shall provide Charter School with business services. These services shall include the following:

- Accounting – including establishment of a chart of accounts, account code structure, and financial ledgers; maintenance and posting of all financial transactions to the school’s ledgers, preparation of needed financial reports including monthly cash flow and balance sheets, monthly reconciliation to bank statements and annual reports and statements.
- Annual Audit - including selection of auditor through the BSA Board selection process, coordination of the audit, and preparation of all documents required by the BSA Board selected auditor. (Annual Audit fees charged by the auditing firm are the responsibility of the Charter.)
- Payroll – including preparation of pay warrants; distribution of payroll checks and execution of direct deposits; calculation and forwarding of all tax, benefit, retirement, and other withholdings; and, preparation of and forwarding of tax withholdings and related documentation to state and federal tax authorities.
- Health Benefits – including health benefit coordination, open enrollment, and billings (including collections of employee contributions and employer paid premiums) to the BSA Board selected Health Benefit Providers.
- Accounts Receivable and Payable – including processing of all purchase orders and check requests in a timely fashion, preparation and deposit of all deposits, and posting relevant information to appropriate ledgers.
- Vendor Approval Process – including processing all documents necessary to verify that all vendors meet the guidelines of the Charter School and IRS requirements.
- Budget Development and Fiscal Planning – consulting services of BSA staff to assist the school in accurately identifying its revenues, comparing estimated revenues with actual revenues, assistance in projecting and monitoring expenditures, and assistance with preparing and revising long-term financial projections.
- Position Control – including the tracking of all positions approved for payment by the Charter School. The Charter School board shall have the sole responsibility and authority to determine staffing levels, to select, hire, and terminate the employment of personnel and determine their responsibilities and compensation consistent with Federal and State laws, rules and regulations pertinent to charter schools and the (Charter School’s) policies.

- Human Resource Services – including health and welfare benefit set-up and management, retirement system management, salary schedule preparation, Tax Sheltered Annuity set-up, and Worker’s compensation monitoring.
- Vendor Authority – BSA, acting on behalf of the Charter School, shall have power and authority, consistent with Federal and State law to: (1) procure insurance; (2) lease or otherwise contract with any third party for the use of facilities for school purposes and the operation and maintenance thereof; (3) accept and expend gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor, as consistent with law and not contrary to any of the terms of this Agreement.
- Grant/Categorical Fund Management – including all budgeting and accounting functions for all grants accepted by the Charter School’s governing board.

Refer to Appendix A: Scope of Services for full description of services.

3. Exclusions (to be provided by the Charter School Staff or under separate contract)

- School Management
- Dissemination of information; public relations
- Recruiting, selecting, hiring, orienting, training, assigning and managing personnel
- Special Education
- Instructional Services
- Management Information Services
- Student records and information
- Student assessment services
- Grants development
- ESCAPE system

4. Fees

The Charter School shall pay to BSA, for all BSA services listed above, a fee of 4.50% of the school’s ADA-driven revenues, plus governmental grants. Fees will not be charged on funds received through local fundraising efforts. Any additional services agreed upon and provided by BSA will be charged at the approved “Extra Services Charge” set annually by the BSA Board of Directors. BSA shall provide tri-annual invoices to the Charter School. Charter School shall make payment to BSA within thirty days of receipt of invoice from BSA.

5. Early Termination

Due to the complex nature of fiscal services and information impacting employee payroll records, termination shall be tied to the end of the fiscal or calendar year. Either Party to

this Agreement may terminate the Agreement upon the end of the fiscal or calendar year. Upon termination, BSA shall be paid for all services performed prior to the termination. The parties agree that BSA shall maintain all pertinent documents upon termination of this Agreement. Charter School may request copies of such documents to be provided at its sole cost upon termination of the Agreement.

6. Disputes

Disagreements concerning the meaning, requirements or performance of this Agreement shall first be brought to the attention of the other Party, in writing, pursuant to the notice provisions of Section 8 in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements shall be resolved as follows: (1) Pursuant to the applicable provisions of this Agreement relating to the dispute, if any; (2) As voluntarily agreed to by the parties; or (3) Mediation; or (4) By appropriate legal or equitable remedies.

7. Mediation

In the event a dispute shall arise between the parties to this Agreement, the parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of Judicial Arbitration & Mediation Services, Inc. (“JAMS”). The parties agree to share equally in the costs of the mediation but shall bear their own costs incurred for representation by counsel. The mediation shall be administered by the Ventura County JAMS office. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute. Any party to the dispute may give written notice to the other party of his or her desire to commence mediation, and a mediation session must take place within 45 days after the date that such notice is given.

Mediation involves each side of a dispute sitting down with an impartial person, the mediator, to attempt to reach a voluntary settlement. Mediation involves no formal court procedures or rules of evidence, and the mediator does not have the power to render a binding decision or force an agreement on the parties.

8. Notice

Any notice or instrument required to be given or delivered by this Agreement may be by depositing the same in the United States Post Office, Certified Mail, Return Receipt Requested, postage prepaid, addressed to:

Ventura County Schools Business Services Authority:

Ventura County Schools Business Services Authority
5100 Adolfo Road
Camarillo, CA 93012
Attn: Tami Peterson, Chief Business Official

CHARTER SCHOOL:

Architecture, Construction, and Engineering (ACE) Charter School
570 Airport Way
Camarillo, CA 93012
Attn: John Middleton, Principal

SPONSORING DISTRICT:

Oxnard Union High School District
309 S. "K" Street
Oxnard, CA 93030

The names and addresses may be changed at any time by written notice as provided above.

9. Laws and Venue

This Agreement shall be interpreted in accordance with the laws of the State of California and applicable federal law. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a State Court situated in the County of Ventura, California, or a Federal Court whose jurisdiction includes Ventura County.

10. Indemnification

10.1 Charter School

Charter School shall defend, indemnify and hold BSA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Charter School, its governing board, officials, directors, agents, and employees.

10.2 BSA

BSA shall defend, indemnify and hold Charter School, and its governing board, officials, directors, agents, and employees, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of BSA, its governing board, officials, administrators, managers, employees and agents.

11. Insurance

11.1 It is understood and agreed that the Charter School and BSA will maintain insurance or self-insurance to fund its liabilities under or arising from the Agreement.

11.2 Charter School Insurance

11.2.1 Charter School at its own cost and expense, shall procure and maintain during the term of this Agreement, self-insurance or insurance for the following types of coverage:

11.2.1.1 General Liability Coverage, with \$1,000,000 minimum limit for each occurrence and a minimum limit of \$2,000,000 General Aggregate.

11.2.1.2 Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement and Employers' Liability insurance coverage of \$1,000,000.

11.2.1.3 Crime Coverage, with \$1,000,000 minimum limit for each occurrence and a minimum limit of \$2,000,000 General Aggregate.

11.2.1.4 Director's Errors & Omissions Coverage, with \$1,000,000 minimum limit for each occurrence and a minimum limit of \$2,000,000 General Aggregate.

11.2.2 Charter School shall provide BSA with certificates evidencing all coverage within thirty (30) days of execution of this Agreement and thereafter, on an annual basis.

11.2.3 BSA shall be named as an additional insured or covered party on the applicable liability coverages maintained by the Charter School set forth above.

11.3 BSA Insurance

11.3.1 BSA, at its own cost and expense, shall procure and maintain during the term of this Agreement, self-insurance or insurance for the following types of coverage:

11.3.1.1 General Liability Coverage, including Professional Liability, with \$1,000,000 minimum limit for each occurrence and a minimum limit of \$2,000,000 General Aggregate.

11.3.1.2 Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement and Employers' Liability insurance coverage of \$1,000,000.

11.3.1.3 Crime Coverage, with \$1,000,000 minimum limit for each occurrence and a minimum limit of \$2,000,000 General Aggregate.

11.3.1.4 Director's Errors & Omissions Coverage, with \$1,000,000 minimum limit for each occurrence and a minimum limit of \$2,000,000 General Aggregate.

11.3.2 BSA shall provide Charter School with certificates evidencing required coverage within thirty (30) days of execution of this Agreement and thereafter, on an annual basis.

11.3.3 Charter School shall be named as an additional insured or covered party on the applicable liability coverages maintained by the BSA set forth above.

11.4 Claims Made Policies. If any of the required policies provide coverage on a "claims made" basis:

11.4.1 The retroactive date must be shown and must be before the date of the contract or the beginning of the work or service.

11.4.2 Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the service.

11.4.3 If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Party must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the service.

12. General Provisions

12.1 Assignment

Neither party may assign nor transfer all or any portion of its rights or obligations contained in this Agreement without obtaining the prior written consent of the other party, which consent shall not be unreasonably withheld. Any purported assignment without the other party's prior written consent shall be void.

12.2 Binding Effect

This Agreement shall be binding on all heirs, successors and assigns of BSA, on behalf of the Architecture, Construction, and Engineering (ACE) Charter School.

12.3 Time of Essence

Time is expressly declared to be of the essence in the performance of each and every provision of this Agreement.

12.4 Entire Agreement

This Agreement contains the entire agreement and understanding concerning the business services to be provided to the Charter School by BSA. This Agreement supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the Parties hereto with respect to the subject matter hereof.

12.5 Amendments

This Agreement may be amended in writing signed by both parties. Both governing bodies shall approve amendments.

12.6 Warranty of Authority

The persons executing this Agreement on behalf of the BSA, and the Charter School represent and warrant that they are duly authorized to execute this Agreement and to bind their respective party to all terms and conditions of this Agreement.

12.7 Severability

If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or

unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

12.8 Interpretation

In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

12.9 Recitals

The recitals set forth above are fully incorporated into the terms of this Agreement by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as the date indicates below.

VENTURA COUNTY SCHOOLS BUSINESS SERVICES AUTHORITY

Dated: _____

By: _____

Tami Peterson
Title: Chief Business Official

ARCHITECTURE, CONSTRUCTION, AND ENGINEERING (ACE) CHARTER HIGH SCHOOL

Dated: _____

By: _____

John Middleton
Title: Principal

**AGREEMENT FOR BUSINESS SERVICES BETWEEN
THE VENTURA COUNTY SCHOOLS BUSINESS SERVICES AUTHORITY
AND THE MEADOWS ARTS AND TECHNOLOGY ELEMENTARY SCHOOL
JULY 1, 2026 – JUNE 30, 2027**

This Agreement for Business Services is between the Ventura County Schools Business Services Authority (hereinafter referred to as “BSA”), a Joint Powers Authority organized and operated pursuant to Government Code section 6500, and the Meadows Arts and Technology Elementary School (hereinafter referred to as “Charter School”), organized and operating pursuant to Education Code section 47600, et seq. BSA and Charter School may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. BSA provides professional and business services to school districts and charter schools located in Ventura County.
- B. The Parties desire by this Agreement for the BSA to provide services to the Charter School.
- C. The Charter School desires, by this agreement, to grant to the BSA the authority to relay and disclose information to the Ventura County Office of Education (VCOE) (Sponsoring District) as needed for the oversight obligation.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Term

The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of July 1, 2026 (the “Initial Term”). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year period (each, a “Renewal Term”), unless either party provides written notice of its intent not to renew at least six (6) months prior to the expiration of the then-current term. Such notice shall be delivered in accordance with the notice provisions set forth in this agreement. If timely notice of non-renewal is given, this agreement shall terminate at the end of the then-current term, unless otherwise agreed in writing by the parties. This Agreement shall only remain in force and effect so long as the Charter School has an approved charter by the Ventura County Office of Education.

2. Services

BSA shall provide Charter School with business services. These services shall include the following:

- Accounting – including establishment of a chart of accounts, account code structure, and financial ledgers; maintenance and posting of all financial transactions to the school’s ledgers, preparation of needed financial reports including monthly cash flow and balance sheets, monthly reconciliation to bank statements and annual reports and statements.
- Annual Audit - including selection of auditor through the BSA Board selection process, coordination of the audit, and preparation of all documents required by the BSA Board selected auditor. (Annual Audit fees charged by the auditing firm are the responsibility of the Charter.)
- Payroll – including preparation of pay warrants; distribution of payroll checks and execution of direct deposits; calculation and forwarding of all tax, benefit, retirement, and other withholdings; and, preparation of and forwarding of tax withholdings and related documentation to state and federal tax authorities.
- Health Benefits – including health benefit coordination, open enrollment, and billings (including collections of employee contributions and employer paid premiums) to the BSA Board selected Health Benefit Providers.
- Accounts Receivable and Payable – including processing of all purchase orders and check requests in a timely fashion, preparation and deposit of all deposits, and posting relevant information to appropriate ledgers.
- Vendor Approval Process – including processing all documents necessary to verify that all vendors meet the guidelines of the Charter School and IRS requirements.
- Budget Development and Fiscal Planning – consulting services of BSA staff to assist the school in accurately identifying its revenues, comparing estimated revenues with actual revenues, assistance in projecting and monitoring expenditures, and assistance with preparing and revising long-term financial projections.
- Position Control – including the tracking of all positions approved for payment by the Charter School. The Charter School board shall have the sole responsibility and authority to determine staffing levels, to select, hire, and terminate the employment of personnel and determine their responsibilities and compensation consistent with Federal and State laws, rules and regulations pertinent to charter schools and the (Charter School’s) policies.

- Human Resource Services – including health and welfare benefit set-up and management, retirement system management, salary schedule preparation, Tax Sheltered Annuity set-up, and Worker’s compensation monitoring.
- Vendor Authority – BSA, acting on behalf of the Charter School, shall have power and authority, consistent with Federal and State law to: (1) procure insurance; (2) lease or otherwise contract with any third party for the use of facilities for school purposes and the operation and maintenance thereof; (3) accept and expend gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor, as consistent with law and not contrary to any of the terms of this Agreement.
- Grant/Categorical Fund Management – including all budgeting and accounting functions for all grants accepted by the Charter School’s governing board.

Refer to Appendix A: Scope of Services for full description of services.

3. Exclusions (to be provided by the Charter School Staff or under separate contract)

- School Management
- Dissemination of information; public relations
- Recruiting, selecting, hiring, orienting, training, assigning and managing personnel
- Special Education
- Instructional Services
- Management Information Services
- Student records and information
- Student assessment services
- Grants development
- ESCAPE system

4. Fees

The Charter School shall pay to BSA, for all BSA services listed above, a fee of 4.50% of the school’s ADA-driven revenues, plus governmental grants. Fees will not be charged on funds received through local fundraising efforts. Any additional services agreed upon and provided by BSA will be charged at the approved “Extra Services Charge” set annually by the BSA Board of Directors. BSA shall provide tri-annual invoices to the Charter School. Charter School shall make payment to BSA within thirty days of receipt of invoice from BSA.

5. Early Termination

Due to the complex nature of fiscal services and information impacting employee payroll records, termination shall be tied to the end of the fiscal or calendar year. Either Party to

this Agreement may terminate the Agreement upon the end of the fiscal or calendar year. Upon termination, BSA shall be paid for all services performed prior to the termination. The parties agree that BSA shall maintain all pertinent documents upon termination of this Agreement. Charter School may request copies of such documents to be provided at its sole cost upon termination of the Agreement.

6. Disputes

Disagreements concerning the meaning, requirements or performance of this Agreement shall first be brought to the attention of the other Party, in writing, pursuant to the notice provisions of Section 8 in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements shall be resolved as follows: (1) Pursuant to the applicable provisions of this Agreement relating to the dispute, if any; (2) As voluntarily agreed to by the parties; or (3) Mediation; or (4) By appropriate legal or equitable remedies.

7. Mediation

In the event a dispute shall arise between the parties to this Agreement, the parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of Judicial Arbitration & Mediation Services, Inc. (“JAMS”). The parties agree to share equally in the costs of the mediation but shall bear their own costs incurred for representation by counsel. The mediation shall be administered by the Ventura County JAMS office. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute. Any party to the dispute may give written notice to the other party of his or her desire to commence mediation, and a mediation session must take place within 45 days after the date that such notice is given.

Mediation involves each side of a dispute sitting down with an impartial person, the mediator, to attempt to reach a voluntary settlement. Mediation involves no formal court procedures or rules of evidence, and the mediator does not have the power to render a binding decision or force an agreement on the parties.

8. Notice

Any notice or instrument required to be given or delivered by this Agreement may be by depositing the same in the United States Post Office, Certified Mail, Return Receipt Requested, postage prepaid, addressed to:

Ventura County Schools Business Services Authority:

Ventura County Schools Business Services Authority
5100 Adolfo Road
Camarillo, CA 93012
Attn: Tami Peterson, Chief Business Official

Meadows Arts and Technology Elementary School:

Meadows Arts and Technology Elementary School
2000 La Granada Drive
Thousand Oaks, CA 91362
Attn: Dr. Kristen Walker, Executive Director

Ventura County Office of Education:

Ventura County Office of Education
5189 Verdugo Way
Camarillo, CA 93012
Attn: Associate Superintendent

The names and addresses may be changed at any time by written notice as provided above.

9. Laws and Venue

This Agreement shall be interpreted in accordance with the laws of the State of California and applicable federal law. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a State Court situated in the County of Ventura, California, or a Federal Court whose jurisdiction includes Ventura County.

10. Indemnification

10.1 Charter School

Charter School shall defend, indemnify and hold BSA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Charter School, its governing board, officials, directors, agents, and employees.

10.2 BSA

BSA shall defend, indemnify and hold Charter School, and its governing board, officials, directors, agents, and employees, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or

omissions of BSA, its governing board, officials, administrators, managers, employees and agents.

11. Insurance

11.1 It is understood and agreed that the Charter School and BSA will maintain insurance or self-insurance to fund its liabilities under or arising from the Agreement.

11.2 Charter School Insurance

11.2.1 Charter School at its own cost and expense, shall procure and maintain during the term of this Agreement, self-insurance or insurance for the following types of coverage:

11.2.1.1 General Liability Coverage, with \$1,000,000 minimum limit for each occurrence and a minimum limit of \$2,000,000 General Aggregate.

11.2.1.2 Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement and Employers' Liability insurance coverage of \$1,000,000.

11.2.1.3 Crime Coverage, with \$1,000,000 minimum limit for each occurrence and a minimum limit of \$2,000,000 General Aggregate.

11.2.1.4 Director's Errors & Omissions Coverage, with \$1,000,000 minimum limit for each occurrence and a minimum limit of \$2,000,000 General Aggregate.

11.2.2 Charter School shall provide BSA with certificates evidencing all coverage within thirty (30) days of execution of this Agreement and thereafter, on an annual basis.

11.2.3 BSA shall be named as an additional insured or covered party on the applicable liability coverages maintained by the Charter School set forth above.

11.3 BSA Insurance

11.3.1 BSA, at its own cost and expense, shall procure and maintain during the term of this Agreement, self-insurance or insurance for the following types of coverage:

- 11.3.1.1 General Liability Coverage, including Professional Liability, with \$1,000,000 minimum limit for each occurrence and a minimum limit of \$2,000,000 General Aggregate.
- 11.3.1.2 Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement and Employers' Liability insurance coverage of \$1,000,000.
- 11.3.1.3 Crime Coverage, with \$1,000,000 minimum limit for each occurrence and a minimum limit of \$2,000,000 General Aggregate.
- 11.3.1.4 Director's Errors & Omissions Coverage, with \$1,000,000 minimum limit for each occurrence and a minimum limit of \$2,000,000 General Aggregate.

11.3.2 BSA shall provide Charter School with certificates evidencing required coverage within thirty (30) days of execution of this Agreement and thereafter, on an annual basis.

11.3.3 Charter School shall be named as an additional insured or covered party on the applicable liability coverages maintained by the BSA set forth above.

11.4 Claims Made Policies. If any of the required policies provide coverage on a "claims made" basis:

11.4.1 The retroactive date must be shown and must be before the date of the contract or the beginning of the work or service.

11.4.2 Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the service.

11.4.3 If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Party must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the service.

12. General Provisions

12.1 Assignment

Neither party may assign nor transfer all or any portion of its rights or obligations contained in this Agreement without obtaining the prior written consent of the other party, which consent shall not be unreasonably withheld. Any purported assignment without the other party's prior written consent shall be void.

12.2 Binding Effect

This Agreement shall be binding on all heirs, successors and assigns of BSA, on behalf of the Meadows Arts and Technology Elementary School.

12.3 Time of Essence

Time is expressly declared to be of the essence in the performance of each and every provision of this Agreement.

12.4 Entire Agreement

This Agreement contains the entire agreement and understanding concerning the business services to be provided to the Charter School by BSA. This Agreement supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the Parties hereto with respect to the subject matter hereof.

12.5 Amendments

This Agreement may be amended in writing signed by both parties. Both governing bodies shall approve amendments.

12.6 Warranty of Authority

The persons executing this Agreement on behalf of the BSA, and the Charter School represent and warrant that they are duly authorized to execute this Agreement and to bind their respective party to all terms and conditions of this Agreement.

12.7 Severability

If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

12.8 Interpretation

In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

12.9 Recitals

The recitals set forth above are fully incorporated into the terms of this Agreement by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as the date indicates below.

VENTURA COUNTY SCHOOLS BUSINESS SERVICES AUTHORITY

Dated: _____

By: _____

Tami Peterson
Title: Chief Business Official

MEADOWS ARTS AND TECHNOLOGY ELEMENTARY SCHOOL

Dated: _____

By: _____

Dr. Kristen Walker
Title: Executive Director

**AGREEMENT FOR BUSINESS SERVICES BETWEEN
THE VENTURA COUNTY SCHOOLS BUSINESS SERVICES AUTHORITY
AND THE RIVER OAKS ACADEMY
JULY 1, 2026 – JUNE 30, 2027**

This Agreement for Business Services is between the Ventura County Schools Business Services Authority (hereinafter referred to as “BSA”), a Joint Powers Authority organized and operated pursuant to Government Code section 6500, and the River Oaks Academy (hereinafter referred to as “Charter School”), organized and operating pursuant to Education Code section 47600, et seq. BSA and Charter School may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. BSA provides professional and business services to school districts and charter schools located in Ventura County.
- B. The Parties desire by this Agreement for the BSA to provide services to the Charter School.
- C. The Charter School desires, by this agreement, to grant to the BSA the authority to relay and disclose information to the Ventura County Office of Education (VCOE) (Sponsoring District) as needed for the oversight obligation.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Term

The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of July 1, 2026 (the “Initial Term”). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year period (each, a “Renewal Term”), unless either party provides written notice of its intent not to renew at least six (6) months prior to the expiration of the then-current term. Such notice shall be delivered in accordance with the notice provisions set forth in this agreement. If timely notice of non-renewal is given, this agreement shall terminate at the end of the then-current term, unless otherwise agreed in writing by the parties. This Agreement shall only remain in force and effect so long as the Charter School has an approved charter by the Ventura County Office of Education.

2. Services

BSA shall provide Charter School with business services. These services shall include the following:

- Accounting – including establishment of a chart of accounts, account code structure, and financial ledgers; maintenance and posting of all financial transactions to the school’s ledgers, preparation of needed financial reports including monthly cash flow and balance sheets, monthly reconciliation to bank statements and annual reports and statements.
- Annual Audit - including selection of auditor through the BSA Board selection process, coordination of the audit, and preparation of all documents required by the BSA Board selected auditor. (Annual Audit fees charged by the auditing firm are the responsibility of the Charter.)
- Payroll – including preparation of pay warrants; distribution of payroll checks and execution of direct deposits; calculation and forwarding of all tax, benefit, retirement, and other withholdings; and, preparation of and forwarding of tax withholdings and related documentation to state and federal tax authorities.
- Health Benefits – including health benefit coordination, open enrollment, and billings (including collections of employee contributions and employer paid premiums) to the BSA Board selected Health Benefit Providers.
- Accounts Receivable and Payable – including processing of all purchase orders and check requests in a timely fashion, preparation and deposit of all deposits, and posting relevant information to appropriate ledgers.
- Vendor Approval Process – including processing all documents necessary to verify that all vendors meet the guidelines of the Charter School and IRS requirements.
- Budget Development and Fiscal Planning – consulting services of BSA staff to assist the school in accurately identifying its revenues, comparing estimated revenues with actual revenues, assistance in projecting and monitoring expenditures, and assistance with preparing and revising long-term financial projections.
- Position Control – including the tracking of all positions approved for payment by the Charter School. The Charter School board shall have the sole responsibility and authority to determine staffing levels, to select, hire, and terminate the employment of personnel and determine their responsibilities and compensation consistent with Federal and State laws, rules and regulations pertinent to charter schools and the (Charter School’s) policies.
- Human Resource Services – including health and welfare benefit set-up and management, retirement system management, salary schedule preparation, Tax Sheltered Annuity set-up, and Worker’s compensation monitoring.

- Vendor Authority – BSA, acting on behalf of the Charter School, shall have power and authority, consistent with Federal and State law to: (1) procure insurance; (2) lease or otherwise contract with any third party for the use of facilities for school purposes and the operation and maintenance thereof; (3) accept and expend gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor, as consistent with law and not contrary to any of the terms of this Agreement.
- Grant/Categorical Fund Management – including all budgeting and accounting functions for all grants accepted by the Charter School’s governing board.

Refer to Appendix A: Scope of Services for full description of services.

3. Exclusions (to be provided by the Charter School Staff or under separate contract)

- School Management
- Dissemination of information; public relations
- Recruiting, selecting, hiring, orienting, training, assigning and managing personnel
- Special Education
- Instructional Services
- Management Information Services
- Student records and information
- Student assessment services
- Grants development
- ESCAPE system

4. Fees

The Charter School shall pay to BSA, for all BSA services listed above, a fee of 4.50% of the school’s ADA-driven revenues, plus governmental grants. Fees will not be charged on funds received through local fundraising efforts. Any additional services agreed upon and provided by BSA will be charged at the approved “Extra Services Charge” set annually by the BSA Board of Directors. BSA shall provide tri-annual invoices to the Charter School. Charter School shall make payment to BSA within thirty days of receipt of invoice from BSA.

5. Early Termination

Due to the complex nature of fiscal services and information impacting employee payroll records, termination shall be tied to the end of the fiscal or calendar year. Either Party to this Agreement may terminate the Agreement upon the end of the fiscal or calendar year. Upon termination, BSA shall be paid for all services performed prior to the termination. The parties agree that BSA shall maintain all pertinent documents upon termination of this

Agreement. Charter School may request copies of such documents to be provided at its sole cost upon termination of the Agreement.

6. Disputes

Disagreements concerning the meaning, requirements or performance of this Agreement shall first be brought to the attention of the other Party, in writing, pursuant to the notice provisions of Section 8 in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements shall be resolved as follows: (1) Pursuant to the applicable provisions of this Agreement relating to the dispute, if any; (2) As voluntarily agreed to by the parties; or (3) Mediation; or (4) By appropriate legal or equitable remedies.

7. Mediation

In the event a dispute shall arise between the parties to this Agreement, the parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of Judicial Arbitration & Mediation Services, Inc. (“JAMS”). The parties agree to share equally in the costs of the mediation but shall bear their own costs incurred for representation by counsel. The mediation shall be administered by the Ventura County JAMS office. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute. Any party to the dispute may give written notice to the other party of his or her desire to commence mediation, and a mediation session must take place within 45 days after the date that such notice is given.

Mediation involves each side of a dispute sitting down with an impartial person, the mediator, to attempt to reach a voluntary settlement. Mediation involves no formal court procedures or rules of evidence, and the mediator does not have the power to render a binding decision or force an agreement on the parties.

8. Notice

Any notice or instrument required to be given or delivered by this Agreement may be by depositing the same in the United States Post Office, Certified Mail, Return Receipt Requested, postage prepaid, addressed to:

Ventura County Schools Business Services Authority:

Ventura County Schools Business Services Authority
5100 Adolfo Road
Camarillo, CA 93012
Attn: Tami Peterson, Chief Business Official

River Oaks Academy:

River Oaks Academy
920 Hampshire Road, Suite X
Westlake Village, CA 91361
Attn: Maria Montagne, Executive Director

Ventura County Office of Education:

Ventura County Office of Education
5189 Verdugo Way
Camarillo, CA 93012
Attn: Associate Superintendent

The names and addresses may be changed at any time by written notice as provided above.

9. Laws and Venue

This Agreement shall be interpreted in accordance with the laws of the State of California and applicable federal law. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a State Court situated in the County of Ventura, California, or a Federal Court whose jurisdiction includes Ventura County.

10. Indemnification

10.1 Charter School

Charter School shall defend, indemnify and hold BSA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Charter School, its governing board, officials, directors, agents, and employees.

10.2 BSA

BSA shall defend, indemnify and hold Charter School, and its governing board, officials, directors, agents, and employees, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions

of BSA, its governing board, officials, administrators, managers, employees and agents.

11. Insurance

11.1 It is understood and agreed that the Charter School and BSA will maintain insurance or self-insurance to fund its liabilities under or arising from the Agreement.

11.2 Charter School Insurance

11.2.1 Charter School at its own cost and expense, shall procure and maintain during the term of this Agreement, self-insurance or insurance for the following types of coverage:

11.2.1.1 General Liability Coverage, with \$1,000,000 minimum limit for each occurrence and a minimum limit of \$2,000,000 General Aggregate.

11.2.1.2 Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement and Employers' Liability insurance coverage of \$1,000,000.

11.2.1.3 Crime Coverage, with \$1,000,000 minimum limit for each occurrence and a minimum limit of \$2,000,000 General Aggregate.

11.2.1.4 Director's Errors & Omissions Coverage, with \$1,000,000 minimum limit for each occurrence and a minimum limit of \$2,000,000 General Aggregate.

11.2.2 Charter School shall provide BSA with certificates evidencing all coverage within thirty (30) days of execution of this Agreement and thereafter, on an annual basis.

11.2.3 BSA shall be named as an additional insured or covered party on the applicable liability coverages maintained by the Charter School set forth above.

11.3 BSA Insurance

11.3.1 BSA, at its own cost and expense, shall procure and maintain during the term of this Agreement, self-insurance or insurance for the following types of coverage:

11.3.1.1 General Liability Coverage, including Professional Liability, with \$1,000,000 minimum limit for each occurrence and a minimum limit of \$2,000,000 General Aggregate.

- 11.3.1.2 Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement and Employers' Liability insurance coverage of \$1,000,000.
- 11.3.1.3 Crime Coverage, with \$1,000,000 minimum limit for each occurrence and a minimum limit of \$2,000,000 General Aggregate.
- 11.3.1.4 Director's Errors & Omissions Coverage, with \$1,000,000 minimum limit for each occurrence and a minimum limit of \$2,000,000 General Aggregate.

11.3.2 BSA shall provide Charter School with certificates evidencing required coverage within thirty (30) days of execution of this Agreement and thereafter, on an annual basis.

11.3.3 Charter School shall be named as an additional insured or covered party on the applicable liability coverages maintained by the BSA set forth above.

11.4 Claims Made Policies. If any of the required policies provide coverage on a "claims made" basis:

11.4.1 The retroactive date must be shown and must be before the date of the contract or the beginning of the work or service.

11.4.2 Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the service.

11.4.3 If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Party must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the service.

12. General Provisions

12.1 Assignment

Neither party may assign nor transfer all or any portion of its rights or obligations contained in this Agreement without obtaining the prior written consent of the other party, which consent shall not be unreasonably withheld. Any purported assignment without the other party's prior written consent shall be void.

12.2 Binding Effect

This Agreement shall be binding on all heirs, successors and assigns of BSA, on behalf of the River Oaks Academy.

12.3 Time of Essence

Time is expressly declared to be of the essence in the performance of each and every provision of this Agreement.

12.4 Entire Agreement

This Agreement contains the entire agreement and understanding concerning the business services to be provided to the Charter School by BSA. This Agreement supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the Parties hereto with respect to the subject matter hereof.

12.5 Amendments

This Agreement may be amended in writing signed by both parties. Both governing bodies shall approve amendments.

12.6 Warranty of Authority

The persons executing this Agreement on behalf of the BSA, and the Charter School represent and warrant that they are duly authorized to execute this Agreement and to bind their respective party to all terms and conditions of this Agreement.

12.7 Severability

If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

12.8 Interpretation

In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

12.9 Recitals

The recitals set forth above are fully incorporated into the terms of this Agreement by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as the date indicates below.

VENTURA COUNTY SCHOOLS BUSINESS SERVICES AUTHORITY

Dated: _____

By: _____

Tami Peterson
Title: Chief Business Official

RIVER OAKS ACADEMY

Dated: _____

By: _____

Maria Montagne
Title: Executive Director

**AGREEMENT FOR BUSINESS SERVICES BETWEEN
THE VENTURA COUNTY SCHOOLS BUSINESS SERVICES AUTHORITY
AND THE VENTURA CHARTER SCHOOL OF ARTS AND GLOBAL EDUCATION
JULY 1, 2026 – JUNE 30, 2027**

This Agreement for Business Services is between the Ventura County Schools Business Services Authority (hereinafter referred to as “BSA”), a Joint Powers Authority organized and operated pursuant to Government Code section 6500, and the Ventura Charter School of Arts and Global Education (hereinafter referred to as “Charter School”), organized and operating pursuant to Education Code section 47600, et seq. BSA and Charter School may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. BSA provides professional and business services to school districts and charter schools located in Ventura County.
- B. The Parties desire by this Agreement for the BSA to provide services to the Charter School.
- C. The Charter School desires, by this agreement, to grant to the BSA the authority to relay and disclose information to the Ventura County Office of Education (VCOE) (Sponsoring District) as needed for the oversight obligation.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Term

The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of July 1, 2026 (the “Initial Term”). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year period (each, a “Renewal Term”), unless either party provides written notice of its intent not to renew at least six (6) months prior to the expiration of the then-current term. Such notice shall be delivered in accordance with the notice provisions set forth in this agreement. If timely notice of non-renewal is given, this agreement shall terminate at the end of the then-current term, unless otherwise agreed in writing by the parties. This Agreement shall only remain in force and effect so long as the Charter School has an approved charter by the Ventura County Office of Education.

2. Services

BSA shall provide Charter School with business services. These services shall include the following:

- Accounting – including establishment of a chart of accounts, account code structure, and financial ledgers; maintenance and posting of all financial transactions to the school’s ledgers, preparation of needed financial reports including monthly cash flow and balance sheets, monthly reconciliation to bank statements and annual reports and statements.
- Annual Audit - including selection of auditor through the BSA Board selection process, coordination of the audit, and preparation of all documents required by the BSA Board selected auditor. (Annual Audit fees charged by the auditing firm are the responsibility of the Charter.)
- Payroll – including preparation of pay warrants; distribution of payroll checks and execution of direct deposits; calculation and forwarding of all tax, benefit, retirement, and other withholdings; and, preparation of and forwarding of tax withholdings and related documentation to state and federal tax authorities.
- Health Benefits – including health benefit coordination, open enrollment, and billings (including collections of employee contributions and employer paid premiums) to the BSA Board selected Health Benefit Providers.
- Accounts Receivable and Payable – including processing of all purchase orders and check requests in a timely fashion, preparation and deposit of all deposits, and posting relevant information to appropriate ledgers.
- Vendor Approval Process – including processing all documents necessary to verify that all vendors meet the guidelines of the Charter School and IRS requirements.
- Budget Development and Fiscal Planning – consulting services of BSA staff to assist the school in accurately identifying its revenues, comparing estimated revenues with actual revenues, assistance in projecting and monitoring expenditures, and assistance with preparing and revising long-term financial projections.
- Position Control – including the tracking of all positions approved for payment by the Charter School. The Charter School board shall have the sole responsibility and authority to determine staffing levels, to select, hire, and terminate the employment of personnel and determine their responsibilities and compensation consistent with Federal and State laws, rules and regulations pertinent to charter schools and the (Charter School’s) policies.
- Human Resource Services – including health and welfare benefit set-up and management, retirement system management, salary schedule preparation, Tax Sheltered Annuity set-up, and Worker’s compensation monitoring.

- Vendor Authority – BSA, acting on behalf of the Charter School, shall have power and authority, consistent with Federal and State law to: (1) procure insurance; (2) lease or otherwise contract with any third party for the use of facilities for school purposes and the operation and maintenance thereof; (3) accept and expend gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor, as consistent with law and not contrary to any of the terms of this Agreement.
- Grant/Categorical Fund Management – including all budgeting and accounting functions for all grants accepted by the Charter School’s governing board.

Refer to Appendix A: Scope of Services for full description of services.

3. Exclusions (to be provided by the Charter School Staff or under separate contract)

- School Management
- Dissemination of information; public relations
- Recruiting, selecting, hiring, orienting, training, assigning and managing personnel
- Special Education
- Instructional Services
- Management Information Services
- Student records and information
- Student assessment services
- Grants development
- ESCAPE system

4. Fees

The Charter School shall pay to BSA, for all BSA services listed above, a fee of 4.50% of the school’s ADA-driven revenues, plus governmental grants. Fees will not be charged on funds received through local fundraising efforts. Any additional services agreed upon and provided by BSA will be charged at the approved “Extra Services Charge” set annually by the BSA Board of Directors. BSA shall provide tri-annual invoices to the Charter School. Charter School shall make payment to BSA within thirty days of receipt of invoice from BSA.

5. Early Termination

Due to the complex nature of fiscal services and information impacting employee payroll records, termination shall be tied to the end of the fiscal or calendar year. Either Party to this Agreement may terminate the Agreement upon the end of the fiscal or calendar year. Upon termination, BSA shall be paid for all services performed prior to the termination. The parties agree that BSA shall maintain all pertinent documents upon termination of this

Agreement. Charter School may request copies of such documents to be provided at its sole cost upon termination of the Agreement.

6. Disputes

Disagreements concerning the meaning, requirements or performance of this Agreement shall first be brought to the attention of the other Party, in writing, pursuant to the notice provisions of Section 8 in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements shall be resolved as follows: (1) Pursuant to the applicable provisions of this Agreement relating to the dispute, if any; (2) As voluntarily agreed to by the parties; or (3) Mediation; or (4) By appropriate legal or equitable remedies.

7. Mediation

In the event a dispute shall arise between the parties to this Agreement, the parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of Judicial Arbitration & Mediation Services, Inc. (“JAMS”). The parties agree to share equally in the costs of the mediation but shall bear their own costs incurred for representation by counsel. The mediation shall be administered by the Ventura County JAMS office. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute. Any party to the dispute may give written notice to the other party of his or her desire to commence mediation, and a mediation session must take place within 45 days after the date that such notice is given.

Mediation involves each side of a dispute sitting down with an impartial person, the mediator, to attempt to reach a voluntary settlement. Mediation involves no formal court procedures or rules of evidence, and the mediator does not have the power to render a binding decision or force an agreement on the parties.

8. Notice

Any notice or instrument required to be given or delivered by this Agreement may be by depositing the same in the United States Post Office, Certified Mail, Return Receipt Requested, postage prepaid, addressed to:

Ventura County Schools Business Services Authority:

Ventura County Schools Business Services Authority
5100 Adolfo Road
Camarillo, CA 93012
Attn: Tami Peterson, Chief Business Official

Ventura Charter School of Arts and Global Education:

Ventura Charter School of Arts and Global Education
P.O. Box 392
Ventura, CA 93002
Attn: Lisa Hildebrand, Executive Director

Ventura County Office of Education:

Ventura County Office of Education
5189 Verdugo Way
Camarillo, CA 93012
Attn: Associate Superintendent

The names and addresses may be changed at any time by written notice as provided above.

9. Laws and Venue

This Agreement shall be interpreted in accordance with the laws of the State of California and applicable federal law. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a State Court situated in the County of Ventura, California, or a Federal Court whose jurisdiction includes Ventura County.

10. Indemnification

10.1 Charter School

Charter School shall defend, indemnify and hold BSA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Charter School, its governing board, officials, directors, agents, and employees.

10.2 BSA

BSA shall defend, indemnify and hold Charter School, and its governing board, officials, directors, agents, and employees, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions

of BSA, its governing board, officials, administrators, managers, employees and agents.

11. Insurance

11.1 It is understood and agreed that the Charter School and BSA will maintain insurance or self-insurance to fund its liabilities under or arising from the Agreement.

11.2 Charter School Insurance

11.2.1 Charter School at its own cost and expense, shall procure and maintain during the term of this Agreement, self-insurance or insurance for the following types of coverage:

11.2.1.1 General Liability Coverage, with \$1,000,000 minimum limit for each occurrence and a minimum limit of \$2,000,000 General Aggregate.

11.2.1.2 Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement and Employers' Liability insurance coverage of \$1,000,000.

11.2.1.3 Crime Coverage, with \$1,000,000 minimum limit for each occurrence and a minimum limit of \$2,000,000 General Aggregate.

11.2.1.4 Director's Errors & Omissions Coverage, with \$1,000,000 minimum limit for each occurrence and a minimum limit of \$2,000,000 General Aggregate.

11.2.2 Charter School shall provide BSA with certificates evidencing all coverage within thirty (30) days of execution of this Agreement and thereafter, on an annual basis.

11.2.3 BSA shall be named as an additional insured or covered party on the applicable liability coverages maintained by the Charter School set forth above.

11.3 BSA Insurance

11.3.1 BSA, at its own cost and expense, shall procure and maintain during the term of this Agreement, self-insurance or insurance for the following types of coverage:

11.3.1.1 General Liability Coverage, including Professional Liability, with \$1,000,000 minimum limit for each occurrence and a minimum limit of \$2,000,000 General Aggregate.

- 11.3.1.2 Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement and Employers' Liability insurance coverage of \$1,000,000.
- 11.3.1.3 Crime Coverage, with \$1,000,000 minimum limit for each occurrence and a minimum limit of \$2,000,000 General Aggregate.
- 11.3.1.4 Director's Errors & Omissions Coverage, with \$1,000,000 minimum limit for each occurrence and a minimum limit of \$2,000,000 General Aggregate.

11.3.2 BSA shall provide Charter School with certificates evidencing required coverage within thirty (30) days of execution of this Agreement and thereafter, on an annual basis.

11.3.3 Charter School shall be named as an additional insured or covered party on the applicable liability coverages maintained by the BSA set forth above.

11.4 Claims Made Policies. If any of the required policies provide coverage on a "claims made" basis:

11.4.1 The retroactive date must be shown and must be before the date of the contract or the beginning of the work or service.

11.4.2 Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the service.

11.4.3 If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Party must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the service.

12. General Provisions

12.1 Assignment

Neither party may assign nor transfer all or any portion of its rights or obligations contained in this Agreement without obtaining the prior written consent of the other party, which consent shall not be unreasonably withheld. Any purported assignment without the other party's prior written consent shall be void.

12.2 Binding Effect

This Agreement shall be binding on all heirs, successors and assigns of BSA, on behalf of the Ventura Charter School of Arts and Global Education.

12.3 Time of Essence

Time is expressly declared to be of the essence in the performance of each and every provision of this Agreement.

12.4 Entire Agreement

This Agreement contains the entire agreement and understanding concerning the business services to be provided to the Charter School by BSA. This Agreement supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the Parties hereto with respect to the subject matter hereof.

12.5 Amendments

This Agreement may be amended in writing signed by both parties. Both governing bodies shall approve amendments.

12.6 Warranty of Authority

The persons executing this Agreement on behalf of the BSA, and the Charter School represent and warrant that they are duly authorized to execute this Agreement and to bind their respective party to all terms and conditions of this Agreement.

12.7 Severability

If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

12.8 Interpretation

In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

12.9 Recitals

The recitals set forth above are fully incorporated into the terms of this Agreement by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as the date indicates below.

VENTURA COUNTY SCHOOLS BUSINESS SERVICES AUTHORITY

Dated: _____

By: _____

Tami Peterson

Title: Chief Business Official

VENTURA CHARTER SCHOOL OF ARTS AND GLOBAL EDUCATION

Dated: _____

By: _____

Lisa Hildebrand

Title: Executive Director