

**AGREEMENT FOR BUSINESS SERVICES BETWEEN
THE VENTURA COUNTY SCHOOLS BUSINESS SERVICES AUTHORITY
AND THE RIVER OAKS ACADEMY
JULY 1, 2018 – JUNE 30, 2019**

This Agreement for Business Services is between the Ventura County School Business Services Authority (BSA), a Joint Powers Authority organized and operated pursuant to Government Code section 6500 and the River Oaks Academy (Charter School), organized and operating pursuant to Education Code section 47600, et seq.

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.
- D. 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) as needed for the VCOE oversight obligation.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Term

The term of this Agreement shall be for the school year 2018/2019 and may be renewed annually. 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 (VCOE).

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 withholding; 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 River Oaks Academy policies.
- ◇ Human Resource services – including H&W benefit set-up and management, retirement system management, salary schedule preparation, Tax Sheltered Annuity set-up, and Workers' 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 board.

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

Charter School shall pay to BSA, for all BSA services listed above, a fee of 6.75% of the school’s ADA-driven revenues, plus governmental grants. Fees will not be charged on funds received through local fund raising 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 quarterly invoices to the Charter School. Charter School shall make payment to BSA within thirty days of receipt of invoice from BSA.

5. Early Termination

Either party to this Agreement may terminate it upon 90 days prior written notice to the other. 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 6 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
5189 Verdugo Way
Camarillo, CA 93012
Attn: Tami Peterson, Chief Business Official

Ventura County Office of Education:

Ventura County Office of Education
5189 Verdugo Way
Camarillo, CA 93012
Attn: Dr. Roger Rice, Deputy Superintendent

River Oaks Academy:

River Oaks Academy
920 Hampshire Road Suite X
Westlake Village, CA 91361
Attn: Claudia Weintraub, Director

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. General Provisions

10.1 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.

10.2 Binding Effect

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

10.3 Time of Essence

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

10.4 Entire Agreement

This Agreement contains the entire agreement and understanding concerning the BSA business services to be provided to the Charter School.

10.5 Amendments

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

10.6 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.

10.7 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.

10.8 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.

10.9 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 SERVICE AUTHORITY

Dated: _____

By: _____

Tami Peterson
Title: Chief Business Official

RIVER OAKS ACADEMY

Dated: _____

By: _____

Claudia Weintraub
Title: Director