Santa Barbara County Education Office

# BOARD BOOK and AGENDA

SANTA BARBARA
County Education Office
Susan C. Salcido, Superintendent

December 2025

**SANTA BARBARA COUNTY BOARD OF EDUCATION**

4400 Cathedral Oaks Road
P.O. Box 6307
Santa Barbara, CA 93160-6307

**REGULAR MEETING**
December 12, 2025 – 2:00 p.m.

**AGENDA**

## Online Viewing Option

Individuals who are unable to attend the board meeting in person may view it online by clicking on the link below or by copying and pasting it into a web browser: https://us02web.zoom.us/j/89721704538?pwd=i07czcDEJnw9ce6ZhaIPag4lq1gK4w.1

## Public Comment Procedure

Public comment may be made in person at the board meeting. Persons wishing to address the board are requested to complete a "Request to Address Board" form, available at the meeting room entrance, and deliver it to the secretary prior to the time the meeting is called to order. During the time for public comment specified on the agenda, the board will acknowledge requests to speak on agenda items as well as topics not on the agenda, but within the subject matter jurisdiction of the board. The total amount of time for public comments will be 15 minutes. The amount of time an individual speaker may speak is typically 5 minutes but may be adjusted upon consent of the board depending on the total number of persons wishing to be heard. If the speaker needs more time, they may submit written comments.

## Interpretation/Interpretación

Live simultaneous Spanish interpretation of the board meeting will be provided for those viewing online. Se dispondrá de interpretación simultánea del inglés al español durante la reunión del Consejo de Educación, para quienes la estén viendo por Internet.

## Video Recording

The board meeting will be video recorded. The video recording will be made available online at https://www.sbceo.org/about/board/boardmaterials.

## Assistance with Meeting

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact the superintendent's office at (805) 964-4711 or

email afreedland@sbceo.org by 10:00 a.m. the day before the meeting. Notification at least 72 hours prior to the meeting will assist the superintendent in making suitable arrangements.

## GENERAL FUNCTIONS

### 1. Call to Order

### 2. Spanish Interpretation/Interpretación

The president will announce that live simultaneous Spanish interpretation of the board meeting is available for those viewing online. La Presidente anunciará que se dispone de interpretación simultánea del inglés al español durante la reunión del Consejo de Educación, para quienes la estén viendo por Internet.

### 3. Pledge of Allegiance

### 4. Roll Call

### 5. Changes to the Agenda

The president will announce any additions, deletions, or changes in the order of business on the agenda at this time.

### 6. President and Board Comments

The president and board members may unmute their microphones to comment one at a time and then mute when finished.

### 7. Public Comments

The total amount of time for public comments will be 15 minutes. The amount of time an individual speaker may speak is typically 5 minutes, however, with board consent, and depending on the number of persons wishing to be heard, the president may increase or decrease the time allowed for individual speakers. If the speaker needs more time, they may submit written comments.

## ORGANIZATIONAL ITEMS

### 8. Review of Board Committees
(Attachment)

The president will review the board committee assignments for 2026:

- Budget
- Organization and Governance
- Policy
- Salary
- Community Relations
- Legal

**9. Role of Superintendent for the County Board of Education**

The county superintendent of schools serves as ex officio secretary and executive officer of the board.

**10. Proposed Schedule of Meetings**
(Attachment)

The Board Organization and Governance Committee will give a report and the board will vote on the schedule of meetings for 2026. Regular meetings of the board for 2026 will be held on the second Thursday of each month at 2 p.m. with a few exceptions. Board meetings will be held in the Board Room of the Santa Barbara County Education Office (SBCEO) in Santa Barbara, with a few meetings held in the north county Board Room of SBCEO in Santa Maria: February 12, June 11 and October 8. Additionally, the second meeting in June, on June 18, and the August 13 meeting, will be dual-location meetings in both Santa Barbara and Santa Maria, connected via videoconference. The December meeting will be held on the second Friday of the month, December 11, 2026.

MOVED: SECONDED: VOTE:

**11. Election of Officers**

The Board Organization and Governance Committee will give a report and the board will elect the following officers:

- President
- Vice President

MOVED: SECONDED: VOTE:

**12. Review of Board Representatives**

The president will review the board representative to the following:

- Santa Barbara County School Boards Association Executive Committee

**13. Board Organization and Governance Committee Meeting Report**

The Board Organization and Governance Committee will give a report about additional items discussed at its recent meeting, for the full board to consider and discuss, including a board retreat or working session, a calendar of external trainings for county boards of education, and the new California School Boards Association (CSBA) County Board Governance Handbook.

**14. Association of California County Boards of Education (ACCBE) Membership**
(Attachment)

Association of California County Boards of Education (ACCBE) Treasurer and Trustee Dr. Yvonne Chan, who is also a trustee for the Los Angeles County Board of Education, will provide a brief presentation. The board will consider whether to approve membership in ACCBE for the 2025-26 fiscal year.

MOVED: SECONDED: VOTE:

## PRESENTATION

**15. Presentation on English Language Arts (ELA) Assessments**

Associate Superintendent of Curriculum and Instruction Ellen Barger will provide a presentation on English Language Arts (ELA) assessments.

## SUPERINTENDENT'S REPORT

**16. Superintendent's Report**
(Attachment)

The superintendent's report is presented as an information item.

## CONSENT AGENDA

At this time, the board will consider all of the items below together and can act upon them with a single vote. These items are considered to be routine and do not require separate discussion. Individual consent items may be removed and considered separately at the request of a board member or staff. The superintendent recommends approval of all consent items.

**17. Minutes of Meeting Held November 13, 2025**
(Attachment)

**18. Registration of Credentials and Other Certification Documents: Issuance of Temporary County Certificates**
(Attachment)

Registration of credentials and other certification documents registered in the Santa Barbara County Education Office from October 7, 2025 to November 6, 2025, and the issuance of temporary county certificates for that same time period.

**19. Acceptance of Donations**
(Attachment)

Acceptance of donations on the attached donations list for the following departments:

- Curriculum and Instruction
- Teacher Programs and Support

**20. Declaration of Surplus**
(Attachment)

Declaration of surplus on the attached surplus list for the following department:

- Internal Services/Fiscal Services

**21. Rules and Regulations Governing the Purchase of School Supplies and Equipment**
(Attachment)

Rules and regulations governing the purchase of standard school supplies and equipment by school districts for 2026, per Education Code Section 38110.

**22. Issuance of High School Graduation Diploma**

Issuance of a high school graduation diploma to the following student:

*Dos Puertas School*
- Student CSIS # 3078695452 – November 7, 2025

Motion to approve all consent items:

MOVED: SECONDED: VOTE:

**ACTION ITEMS**

**23. Recommended Approval of the First Interim Report**

The First Interim Report will be presented by the Board Budget Committee for approval as part of the budget monitoring process.

MOVED: SECONDED: VOTE:

**24. Board Policy, Second Reading and Adoption**
(Attachment)

The following board policy is presented for second reading and adoption:

- BP 5117.1 – Interdistrict Attendance Appeals (revised)

MOVED: SECONDED: VOTE:

**INFORMATION ITEM**

**25. Personnel Report**
(Attachment)

The certificated and classified personnel reports are presented as an information item.

**CLOSED SESSION**

**26. Conference with Real Property Negotiator (Government Code § 54956.8) – Closed Session**

Conference with real property negotiator. Property in Santa Maria, CA. Agency designated representatives: Dr. Susan Salcido, superintendent, and Steve Torres, associate superintendent. Negotiating parties: [confidential] for Santa Maria property. Instructions to negotiators regarding price, terms, and conditions.

MOVED: SECONDED: VOTE:

Reconvene to open session: Any action taken will be announced in open session.

**ACTION ITEM**

**27. Recommended Adoption of Resolution – Ratification of Purchase of Real Property**
(Attachment)

The real property negotiator for Santa Barbara County Education Office (SBCEO) entered into a Purchase and Sale Agreement (PSA) with seller, Airpark, LLC, on the SBCEO's behalf for the purchase of property located at 2811 Airpark Drive in Santa Maria, CA. The PSA was fully executed on October 8, 2025. SBCEO performed all due diligence investigations on the property, which is intended as a north county programming and operations site for SBCEO. All due diligence contingencies were satisfied and/or waived as of November 19, 2025.

The superintendent recommends the adoption of Resolution No. 2607 finding that it is in the best interest of the Santa Barbara County Education Office to acquire the Airpark property; ratifying and approving the PSA and the real property purchase, and authorizing the real property negotiator to executive a Certificate of Acceptance of the grant deed for the property.

**[Roll Call Vote:]**
MOVED: SECONDED: VOTE:

**FUTURE AGENDA ITEMS**

**28. Future agenda items**

**ADJOURNMENT**

**29. Adjournment to the next regular meeting to be held January 8, 2026 in Santa Barbara.**

MOVED: SECONDED: VOTE:

# Organizational Items

Santa Barbara County Education Office
4400 Cathedral Oaks Rd, PO Box 6307, Santa Barbara, CA 93160-6307
Telephone: (805) 964-4711 • FAX: (805) 964-4712 • sbceo.org
Susan C. Salcido, Superintendent of Schools

# Committees of the Santa Barbara County Board of Education
## 2026 Board Committee Assignments

The following are standing committees of the Santa Barbara County Board of Education and 2026 board committee assignments:

| | |
|---|---|
| **Budget** – Meets three times a year, in early December, early March, and early June. | |
| • Guy Walker – Chair<br>• Nadra Ehrman<br>• Judy Frost | Reviews SBCEO's financial status and makes recommendations to the board for action on SBCEO's budget. Reviews the first interim budget report, second interim budget report, adopted budget, and annual financial audit report. |
| **Organization and Governance** – Typically meets once a year, usually in November; additional meetings added as needed. | |
| • Vedamarie Alvarez Flores – Chair<br>• Nadra Ehrman<br>• Judy Frost | Prepares for the annual board organizational meeting in December where the board meeting schedule for the next calendar year is set and board officers are selected. Assists with board appointments, when needed, by making recommendations to the board about how to organize the process and procedure. May assist with organizing board work sessions, learning sessions, retreats, or similar events. |
| **Policy** – Typically meets two to three times a year. | |
| • Sarah Read – Chair<br>• Katya Armistead<br>• Marybeth Carty | Reviews and revises board policies to ensure they are compliant with current law and practice and makes recommendations to the board. |
| **Salary** – Meets once every two to three years. | |
| • Katya Armistead – Chair<br>• Vedamarie Alvarez Flores<br>• Marybeth Carty | Reviews the salary of the county superintendent of schools for recommendation to the board. May review the negotiations details between the county superintendent of schools and the two bargaining units/unions, specifically related to salaries and benefits, for informational purposes. |

| **Community Relations** – Meets as needed. | |
|---|---|
| • Nadra Ehrman – Chair<br>• Marybeth Carty<br>• Sarah Read | Prepares correspondence to SBCEO students and students in local public schools in Santa Barbara County for various reasons including presentations at a board meeting, recognition of achievement, etc. May help plan community engagement events, and play a ceremonial role at recognition events. |
| **Legal** – Meets as needed. | |
| • Judy Frost – Chair<br>• Vedamarie Alvarez Flores<br>• Guy Walker | Reviews and discusses legal issues that are within the board's purview. Reviews legal documents such as facilities lease agreements, purchase agreements for real property, and other legal contracts, for recommendation to the board. |

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**Santa Barbara County Board of Education**
**Proposed Meeting Dates**
**2026**

Second Thursday of the month at 2 p.m. at SBCEO
in Santa Barbara, 4400 Cathedral Oaks Road,
or Santa Maria, 402 Farnel Road, unless otherwise noted

| Date | Day | Location | Time |
|---|---|---|---|
| January 8, 2026 | Thursday | Santa Barbara | 2:00 p.m. |
| February 12, 2026 | Thursday | Santa Maria | 2:00 p.m. |
| March 12, 2026 | Thursday | Santa Barbara | 2:00 p.m. |
| April 9, 2026 | Thursday | Santa Barbara | 2:00 p.m. |
| May 14, 2026 | Thursday | Santa Barbara | 2:00 p.m. |
| June 11, 2026 | Thursday | Santa Maria | 2:00 p.m. |
| June 18, 2026* | Thursday | Dual location: Santa Barbara and Santa Maria | 10:00 a.m. (tentative) |
| July 9, 2026 | Thursday | Santa Barbara | 4:00 p.m. (tentative) |
| August 13, 2026 | Thursday | Dual location: Santa Barbara and Santa Maria | 4:00 p.m. (tentative) |
| September 10, 2026 | Thursday | Santa Barbara | 2:00 p.m. |
| October 8, 2026 | Thursday | Santa Maria | 2:00 p.m. |
| November 12, 2026 | Thursday | Santa Barbara | 2:00 p.m. |
| December 11, 2026** | Friday | Santa Barbara | 2:00 p.m. |

***Third Thursday of the month**
****Second Friday of the month**

Note: The July or August board meeting start time may be around 4:00 p.m. to accommodate a public hearing that cannot take place during or immediately following school hours.

ACCBE
ASSOCIATION OF CALIFORNIA COUNTY BOARDS OF EDUCATION

**TO SANTA BARBARA COUNTY BOARD OF EDUCATION**
**THANK YOU FOR THE OPPORTUNITY**

- **SHARE ACCBE'S ACCOMPLISHMENTS & ORGANIZATIONAL CAPACITIES**
- **SHARE WHAT WE HAVE PLANNED FOR 2026**

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## 40 COUNTY BOARDS, 80% STATEWIDE STUDENTS

10 MORE COMING MONTHS (BIG, SMALL, URBAN, RURAL, SINGLE/SINGLES)

Santa Barbara County Education Office
Susan C. Salcido, Superintendent

Alameda County Office of Education · Alpine Life · Calaveras County Office of Education · The Colusa County Office of Education · Del Norte County Office of Education · EDCOE El Dorado County Office of Education · Fresno County Superintendent of Schools · Glenn County Office of Education · Imperial County Office of Education · Los Angeles County Office of Education · Lake County Office of Education · Marin County Office of Education · Mendocino County Office of Education · Merced County Office of Education · Mono County Office of Education · Monterey County Office of Education · Napa County Office of Education · Nevada County Superintendent of Schools · PCOE Placer County Office of Education · Riverside County Board of Education · SCOE Sacramento County Office of Education · San Benito County Office of Education · San Joaquin County Office of Education · San Mateo County Office of Education · Santa Clara County Office of Education · Santa Cruz County Office of Education · Shasta County Office of Education · Solano County Office of Education · Sonoma County Office of Education · Stanislaus County Office of Education · Yolo County Office of Education · Sutter County Superintendent of Schools · Trinity County Office of Education · YCOE Yuba County Office of Education Better Together

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## ACCBE – BY AND FOR COUNTY BOARDS

The only statewide organization solely dedicated to county boards of education.

- **Innovate:** Develop solutions tailored to county board challenges. (Power of ideas)
- **Empower:** Equip county boards with resources, training, and partnerships. (Power of connections)
- **Advocate:** Represent county boards in policy discussions and decision-making. (Power of advocacy)

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## ACCBE BY COUNTY BOARDS AND FOR COUNTY BOARDS

**ACCBE Launched in Jan 2025, as an independent nonprofit, IRS approved and tax-exempt; builds on the 60 year legacy of the former terminated California County Boards of Education (CCBE)**

**ACCBE Provides county board's:**

- **Identity:** Celebrating the distinct and vital role of 58 County Boards.
- **Leadership:** Every member county board has a representative, a voice
- **Autonomy:** ACCBE advocates for and supports the specific interests and needs of County Boards. ACCBE's board has authority to decide direction and offerings of ACCBE with member engagement.
- **Mission:** ***ACCBE empowers county board members to be confident advocates for all students.***
- **Vision:** ***ACCBE, as the leading voice for California's County Boards of Education, improves outcomes for students, families and communities***

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## MEMBERS' BENEFITS (10 MONTHS) *SEE ANNUAL REPORT*

**Training, forums, networking that matters, CBOE member input**

**12 statewide Building Trustee Excellence sessions: CTE apprenticeship, teacher pipeline, Superintendent salary, literacy & early learning screeners, and reimagining education with Dr. Linda Darling-Hammond.**

**5 Starting Strong sessions for new trustees: roles of county board, governance cohesion, inter-district attendance, budget, charter school authorization and appeals, Brown Act**

**Trustee mentoring: new and special issues; peer-to-peer assistance**

**2 quarterly members' networking: workforce & econ. dev. model, Board self-evaluation tools**

**1 statewide summit : ACCBE Board and board representatives**

**1 Session with COE student board representatives**

**Special 3-parts, deep-dive on court and community schools**

**2 legislative impact forums, nine supported bills and several signed by the Governor**

**Refreshed free Trustee Handbook; New website with Resource Hub**

ACCBE ASSOCIATION OF CALIFORNIA COUNTY BOARDS OF EDUCATION

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## CAPACITY BUILDING WITH SMART STRATEGIES

- **1. Partnerships –Leverage resources, e.g. Ca. County Superintendents, Small School Districts, CDE, Reaching At-Promise Students, (RAPSA), Dept of Apprenticeship Standards(DAS), Office of Youth and Community Restoration (OYCR), UCLA, UCSF, UC Merced, REACH University, ongoing conversation with California-based Foundations**
- **2. Communications – Well-planned, weekly check in, Advocacy Report, Newsletters, Building Trustee Excellence, Future of Education**
- **3. Human and Fiscal Capital - Expanded ACCBE Board, engaging board reps, open Advocacy Committee, dedicated staff, fiscal reserve**

ACCBE ASSOCIATION OF CALIFORNIA COUNTY BOARDS OF EDUCATION

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# WHAT'S NEXT?

**FOCUSES:**

- **Alternative Education landscape – adequate funding, mobility, transition, special education needs, & SELPA structures, accelerated literacy**
- **Career-tech – local & regional assets, apprenticeship for good paying jobs, community economic development**
- **Teacher pipeline – home-grown, industrial standards & certification, sustainability**
- **Youth development – mental health support and maintenance, civic education**
- **Charter schools – authorization, appeals, evaluations**
- **Early education – UPK initiative; early literacy; protect Head Start**

**HOW:**

- **Coordinating regular and strong advocacy forums to address county-specific needs**
- **Hosting regional in-person summits & our statewide conference with county-specific workshops**
- **Providing more online training around topics of mutual interests to build trustee excellence**
- **Growing an ACCBE mentoring program; onboarding new trustees & student board members**
- **Expanding public/non-profit-private partnerships with like-minded allies**
- **Building out an online resource hub for members with county-specific tools**

ACCBE ASSOCIATION OF CALIFORNIA COUNTY BOARDS OF EDUCATION

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# MEMBERSHIP

- **ACCBE values the work of CSBA and encourages its members to also maintain a membership in CSBA.**
- **However, County Board of Education need the independent voice provided by ACCBE.**
- **ACCBE provides representation, autonomy, identity and member benefits tailored only to County Boards.**

| CSBA | ACCBE |
|---|---|
| Membership Fee<br>• Basic (similar to districts boards)<br>• Additional County Board fees, $4,225 (not assessed for 2025-26) | Memberships Fee<br>• $4,225 (Class 3); keeps rate at 2023 level<br>• Already in most COE budget, has been paying for years<br>• Can be prorated - $2,465 |
| Plus registration fees for services –trainings, conferences, gamut, etc.. | No additional fees – advocacy, training, webinars, forums, onboarding new trustees, mentoring, network coordination of student board members, online resource hub, etc. |

ACCBE ASSOCIATION OF CALIFORNIA COUNTY BOARDS OF EDUCATION

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## ACCBE'S ORIGIN AND TRANSITION

- For 60 years, formerly the California County Boards of Education (CCBE), a section of CSBA with independent Board of Directors.
- 5/2024 - CCBE was eliminated (became Region 14)
- Region 14 is advisory, limited representation
- Access to California County Superintendents significantly reduced

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## HERE IS OUR CONTACT INFORMATION

- EMAIL: information@accbe.org
- WEBSITE: www.accbe.org
- ACCBE President: Bina Lefkovitz; blefkovitz@gmail.com 916 213 9679 cell
- ACCBE Treasurer: Dr. Yvonne Chan; ychandr@Hotmail.com 818-378-5740 cell

**WE ARE VERY GRATEFUL TO YOU**

. THANK YOU FOR CONSIDERATION!

. **YOUR SUPPORT WILL HELP ACCELERATE THE WORK WE STARTED IN 2025!**

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# Superintendent's Report

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Susan C. Salcido, Superintendent of Schools

**Santa Barbara County Board of Education**
**Superintendent's Report**
**December 12, 2025**

## Student Enrollment in SBCEO Schools and Programs

| | May '25 | June '25 | July '25 | Aug '25 | Sept '25 | Oct '25 | Nov '24 | Nov '25 |
|---|---|---|---|---|---|---|---|---|
| JCCS – FitzGerald Community School | 37 | 38 | 0 | 18 | 17 | 18 | 30 | 22 |
| JCCS – Dos Puertas School | 38 | 36 | 38 | 36 | 40 | 38 | 28 | 40 |
| Early Care & Education (preschools and infant/toddler centers) | 341 | 99 | 30 | 231 | 258 | 254 | 251 | 267 |
| Special Ed – JCCS | 20 | 20 | 22 | 17 | 17 | 17 | 13 | 17 |
| Special Ed – Early start (infants) | 88 | 90 | 81 | 84 | 82 | 90 | 101 | 90 |
| Special Ed – Direct service districts | 89 | 87 | 84 | 82 | 82 | 81 | 93 | 80 |
| Special Ed – Regional: TK-12 extensive support needs program | 50 | 48 | 47 | 44 | 43 | 43 | 53 | 42 |
| Special Ed – Regional: Itinerant vision and deaf and hard of hearing program | 83 | 78 | 76 | 77 | 76 | 81 | 86 | 79 |
| Special Ed – Preschool | 759 | 726 | 171 | 308 | 320 | 340 | 578 | 345 |

*Numbers reflect the enrollment on a specific date in the month.*

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## County Board Governance Handbook by CSBA

The California School Boards Association (CSBA) has published a new County Board Governance Handbook. The Board Organization and Governance Committee received it as an information item at its recent meeting. I wanted to share the digital copy of the handbook with the full board.

## Winter Breaks in Schools

Here is a list of winter breaks in public school districts and charter schools in Santa Barbara County:

| Winter break dates | District/charter school |
|---|---|
| **12/18 - 1/2** | Family Partnership Charter |
| **12/19 - 1/9** | Olive Grove Charter |
| **12/22 - 1/2** | Ballard School District<br>Buellton Union School District<br>California Connections Academy Central Coast<br>Cold Spring School District<br>College School District<br>Goleta Union School District<br>Los Olivos School District<br>Montecito Union School District<br>Santa Ynez Valley Charter<br>Santa Ynez Valley Union High School District<br>Solvang School District<br>Trivium Charter<br>Vista del Mar Union School District |
| **12/22 - 1/6** | Adelante Charter<br>Hope School District<br>Peabody Charter<br>Santa Barbara Charter<br>Santa Barbara Unified School District |
| **12/22 - 1/7** | Carpinteria Unified School District |
| **12/22 - 1/9** | Blochman Union School District<br>Cuyama Joint Unified School District<br>Guadalupe Union School District<br>Lompoc Unified School District<br>Manzanita Public Charter<br>Orcutt Academy Charter<br>Orcutt Union School District<br>Santa Maria Joint Union High School District |
| **12/22 - 1/12** | Santa Maria-Bonita School District |

## SBCEO DIVISIONS

### Administrative Services Division

**SBCEO First Interim Report:** Fiscal Services staff completed the First Interim Report, which represents the first large revision to SBCEO's 2025-26 budget. The report reflects the revenue and expenditures through October 31, 2025. The complete report is included in the board book and will be submitted to the California Department of Education (CDE) on or before December 15, 2025.

**SBCEO Annual Financial Audit:** Fiscal Services staff prepared for our external audit from Eide Bailly, which took place November 3-7. The report will be completed and submitted to SBCEO, the CDE, and the State Controller's Office by the December 15th statutory deadline. The final report will be presented to the board in March.

**District First Interim Reports:** School Business Advisory Services (SBAS) district financial advisors are assisting districts with the completion of their First Interim reports which are due December 15th.

**District Escape Financial System Management:** SBAS conducted the first Escape Task Force meeting of the year on November 19, 2025. The Task Force is composed of district CBOs and members of SBAS. The group aims to identify ways to improve our financial software and the user interface. Three more meetings are scheduled this year.

**ITS Department Restructure:** The chief technology officer (CTO) final interviews took place the first week of December. This is the last phase of the recruitment process and a candidate will be selected following the interviews. Additional ITS department recruitments will be open in December.

### Curriculum and Instruction Division

**California School Dashboard:** The California School Dashboard was released on November 13. The Dashboard provides color gauges that represent a matrix of status and growth on state data indicators, including graduation, suspension, and chronic absenteeism rates, College and Career Readiness indicators, and performance on state assessments of mathematics, English Language Arts, Science, and English Language Development. Additional Local Indicators, district LCAPs, and other data reports are listed on the site. These multiple measures are from the '24-'25 school year and are the same data sources released in September, just in a different format. SBCEO then creates interactive search tools and displays for each district and charter to help them transform the data into customized displays for analysis. These were presented at Curriculum Council on December 5.

**Two Literacy Grant Partnerships:** SBCEO partnered with 3 consortia of county offices of education for two competitive literacy grants and received the intent to award last month. The first, led by Placer County Office of Education, focuses on grades TK-5 and

will include two local education agencies, while providing resources and training we will distribute throughout our four-county region. The other, led by Napa County, focuses on reading difficulties in grades 6-12. The work for both grants will begin after the first of the year.

**Early Educator Teacher Development:** On November 5, a professional learning session with Dr. Carola Oliva Olson, *Elevating Language Growth in Early Learning Settings*, provided TK and preschool teachers with training on the English Learner Roadmap Toolkit for PK-TK. This valuable opportunity to reflect on current practices while engaging in new learning focused on supporting language development using vocabulary strategies, home language opportunities, and thematic story connections.

**Multi-Tiered Systems of Support (MTSS):** On November 6th and 7th, we hosted a regional Training of Trainers (TOT) for MTSS leaders throughout the four-county region. There will be a follow-up training in January. Participants received ready-to-use resources to support districts and schools across the spectrum of implementation.

**Artificial Intelligence (AI):** Our afterschool AI sessions for educators continue to attract new participants each month. In November, we presented AI and English Learners. The session included AI tools to support lesson planning, scaffolding language, enhancing access and engagement for English Learners and cultural and linguistic responsive pedagogies, as well as tools to support home to school communication. The December 10 session will focus on AI and STEAM, with special emphasis on coding and generative STEAM projects. Discussion topics also include AI for inquiry, coding, and data exploration, as well as career connections for students and ethical considerations for educators.

**Mathematics and Disability:** On November 13, educators gathered to work with Dr. Rachel Lambert from UCSB, who is one of the nation's leading authorities on disability and mathematics. During the engaging and thought-provoking workshop, Dr. Lambert led educators in exploring Universal Design for Learning (UDL) in the math classroom, shifting from deficit-based to strengths-based thinking about students' math abilities, learning practical strategies for designing accessible, rigorous instruction, and reflecting on the intersection of identity, disability, and math learning.

**Support for English Learners and Multilingual Learners:** We are holding two training workshops for educators who support English Learners this month. On December 9, we will hold our annual training for all assessors who administer the summative English Learner Proficiency Assessment for California (ELPAC). The testing window opens in February. In addition to the required technical training for administrators, we have added a new, multi-part training for teachers after school. On December 11, we will host the second of four sessions, which focused on the Task types for listening and speaking. We have secured funding to support a third cohort of teachers earning their Bilingual Authorization on their credential. Our first information session will be held on December 11.

**California School Boards Association (CSBA) Annual Education Conference (AEC) Presentation:** Associate Superintendent Ellen Barger was invited to present at the California School Boards Association's (CSBA) Annual Education Conference (AEC) in Sacramento on December 3 and share the work that county offices of education are doing to support LEAs in building high-quality district mathematics programs through the textbook adoption process and beyond.

## Special Education Division

**Early Start Services:** The Early Start infant program continues to provide exceptional support to our youngest learners and their families. This fall, the program focused on strengthening community partnerships and enhancing the resources available to in-home providers. In October, Brooke Cone from Pediatric Hospice presented on the Pediatric Concurrent Care Program and provided guidance to Early Start staff on how to support children with terminal illnesses and their families. Back in August, Beatriz Basurto from Undocufund805 attend a job alike (JAL) meeting to share insights on supporting families who may be impacted by immigration-related concerns. The presentation helped ensure in-home providers understand how to respond and maintain safety should ICE ever interact with staff or families.

## Student and Community Services Division

### Children's Creative Project (CCP)

**Upcoming events:** With the winter season approaching, CCP is looking forward to upcoming collaborations. CCP is excited to announce the 2026 Young Authors and Artists Showcase (YAAS), through a partnership with Santa Barbara Sister Cities. The theme for this year's YAAS competition celebrates the U.S.'s 250th anniversary and 70 years of Sister Cities International. Students are invited to share how their voices and dreams can shape a brighter future. Additionally, South Coast Kids Create invited elementary school students from south Santa Barbara County to submit original works of art to showcase their talents. Both collaborations culminate with a student art exhibition in the SBCEO Auditorium. The South Coast Kids Create exhibition will be on display March 13 and 14, 2026. The Young Artists and Authors Showcase will be on display April 9, 2026. The flyer for YAAS and the flyer for the South Coast Kids Create exhibition can be seen online.

The 2025–26 school year represents a milestone for CCP. Memorial Day weekend 2026 will mark the 40th anniversary of the I Madonnari Street Painting Festival at the Old Mission Santa Barbara. CCP staff and board leadership have already begun preparations for this significant event and invite community members to participate as the organization both honors longstanding traditions and explores new creative opportunities.

## Juvenile Court and Community Schools (JCCS)

**Western Association of Schools and Colleges (WASC) Accreditation Process:** From November 17–19, 2025, as part of the WASC accreditation process, JCCS hosted a WASC visiting committee composed of two teachers and an administrator from other JCCS programs throughout California. WASC accreditation is an ongoing cycle, and site visits such as the one conducted in November serve as a critical component of this process. These visits allow external peer professionals to validate the school's self-study, affirm areas of strength, and offer additional recommendations that support student learning and engagement. Following the visit, the visiting committee submits its report to WASC, where the WASC Commission reviews the findings and issues an accreditation decision. WASC accreditation provides the community with assurance that JCCS is a trustworthy institution offering a sound, effective, and continuously improving educational program.

## Partners in Education (PIE)

Readers are Leaders: Beginning November 3rd, 43 volunteers started providing literacy support in TK–3rd grade classrooms across three Santa Barbara Unified School District (SBUSD) elementary schools as part of the Readers Are Leaders initiative. Readers Are Leaders is a three-year pilot program launched by Partners in collaboration with SBUSD and the Santa Barbara Education Foundation to strengthen early literacy development among young readers. Volunteers completed training with district literacy coaches in October and will continue to receive support as needed throughout the year. Classroom teachers will have opportunities to provide ongoing feedback, which will help refine volunteer training and guide program improvements. The long-term goal is to expand the program to additional campuses in its second year and to extend the initiative to other school districts in the near future.




*Volunteers arriving for their first day at McKinley Elementary School. Forty-three volunteers are placed across three schools.*

**Transitional Youth Services (TYS)**

**TYS Speaker Series and AHC Partnership Highlight Commitment to Foster and Homeless Youth:** TYS is proud to host a monthly Speaker Series for Foster and Homeless Education liaisons. Each session brings liaisons together to connect with community partners and explore new resources for youth. Since August, TYS has welcomed speakers from YMCA/Noah's Anchorage, Santa Barbara County SELPA, Child Welfare Services, and most recently, Allan Hancock College (AHC).

As part of our new partnership with AHC, TYS staff participated in the Basic Needs Resource Fair, which drew more than 300 students. Staff connected with students in the NextUp Program, which supports current and former foster youth. They also spoke with students experiencing homelessness, including some who are raising families. The event was a powerful reminder of our mission to strengthen the system of support for foster and homeless youth.




*Pictures from the Allan Hancock College Basic Needs Resource Fair*

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**My facilitation and/or attendance at recent countywide meetings and events (partial list):**

| | |
|---|---|
| 11/3 | Superintendents' Council meeting; SELPA JPA board meeting |
| 11/5 | Visited Oak Valley School in the Buellton Union School District with Board Member Walker; meeting with staff of the new Chumash Museum and the Chumash tribe with Board Member Walker |
| 11/6 | Santa Barbara County School Boards Association Executive Committee meeting; Foundation Roundtable meeting |
| 11/7 | Partners in Education board meeting |
| 11/12 | Fighting Back Leadership Coalition meeting; meeting with Senator Limón's office |
| 11/20 | Visited Blochman Union School District |
| 12/2 | Countywide Career Pathway Convening in mid-county |
| 12/4 | KSMA radio live interview in Santa Maria; Community Corrections Partnership meeting in Santa Maria |
| 12/5 | Keynote address at the annual Scholarship Foundation of Santa Barbara's Community Leaders Luncheon |

# Consent Agenda

# SANTA BARBARA COUNTY BOARD OF EDUCATION

4400 Cathedral Oaks Road
P.O. Box 6307
Santa Barbara, CA 93160-6307

**REGULAR MEETING**
November 13, 2025 – 2:00 p.m.

**MINUTES**

**UNAPPROVED**

## GENERAL FUNCTIONS

### 1. Call to Order

The regular meeting of the County Board of Education was called to order at 2:00 p.m. by Board President Marybeth Carty.

### 2. Spanish Interpretation/Interpretación

The president announced that Spanish interpretation of the board meeting was available online via Zoom.

### 3. Pledge of Allegiance

The board recited the Pledge of Allegiance.

### 4. Roll Call

Board Members Present

Vedamarie Alvarez Flores
Katya Armistead
Marybeth Carty
Nadra Ehrman
Sarah Anne Read
Guy Walker

Board Member Absent

Judith Frost

Staff Members Present

Susan Salcido, superintendent
Austin Payne, legal counsel
Felicita Torres, legal counsel
Anna Freedland, executive assistant

| | | | |
|---|---|---|---|
| Eugenia Ambrocio | Nicole Evenson | Sean O'Brien | Elise Simmons |
| Gina Branum | Mari Gonzales | Vera Owens | Steve Torres |
| Sarah Cameron | Jeanette Hatfield | Andreo Palacol | Rene Wheeler |
| Marc Cunningham | Don Lockwood | Christine Petrone | |

Others Present

Kristen Hughes, TechWell
Kymberly Ozbirn, TechWell
Hugo Santos-Gomez, interpreter (via Zoom)
Regina Santos-Moreno, interpreter (via Zoom)

**5. Changes to the Agenda**

None.

**6. President and Board Comments**

The president and board members commented on various topics, including:

- Board Member Walker shared about a visit to Oak Valley School in the Buellton Union School District with Dr. Salcido. He also reported that they met with staff of the new Chumash Museum and the Chumash tribe.
- Board Member Ehrman shared that she attended the following events: A Salute to Teachers, Peter B. FitzGerald Community School's Dia de los Muertos event, and the Community Environmental Council's Youth Climate Workshop, including participating on a panel.
- Board President Carty stated that she also attended A Salute to Teachers and as well as an Association of California County Boards of Education (ACCBE) webinar on the Brown Act.

**7. Public Comments**

None.

**PRESENTATIONS**

**8. Presentation by TechWell**

Co-founders of TechWell, Dr. Kristen Hughes, a pediatrician, and Kymberly Ozbirn, a school psychologist, provided a presentation about TechWell, a group advocating for healthier technology use in children.

### 9. Presentation on the Career Technical Education (CTE) Program

Director of Career Technical Education Sarah Cameron provided a presentation on the Career Technical Education (CTE) program.

## SUPERINTENDENT'S REPORT

### 10. Superintendent's Report

The superintendent's report was presented as an information item. Dr. Salcido also shared the following additional information:

- Presentation at next board meeting – The superintendent shared that, at next month's board meeting, Associate Superintendent of Curriculum and Instruction Ellen Barger would present on English Language Arts assessments.
- Head Start preschools – Dr. Salcido reported that Head Start preschools in Santa Barbara County, which were run by CommUnify, were impacted by the federal government shutdown and might potentially close in December. She shared that SBCEO Early Care and Education program staff members Janelle Willis and Christian Patterson had been in contact with them and were looking to see if any of their funds could be provided to help run preschools.
- Ethics training requirement for board members – The superintendent reminded board members they were required to complete ethics training by January 1, 2026. She distributed a handout about the training as well as new, additional required trainings.
- California School Boards Association (CSBA) Annual Education Conference (AEC) – Dr. Salcido shared that Board Members Walker and Ehrman would attend the conference in December. She stated the Board Organization and Governance Committee would calendar out workshops the board might be interested in so workshops could be placed on board members' calendars.
- Olive Grove Charter School (OGCS) – The superintendent reported that the Santa Barbara Unified School District (SBUSD) denied OGCS's petition and so OGCS would appeal to the State Board of Education (SBE). She said the SBE, together with OGCS, would decide who the authorizer would be, either SBUSD or SBCEO, in February or March.
- Veterans Day and Operation Recognition program – Dr. Salcido wished everyone a happy Veterans Day and shared that SBCEO announced another Operation Recognition program on Veterans Day.

- Future board agenda item – The superintendent said a future board agenda item, maybe in December, would be to consider, again, joining the Association of California County Boards of Education (ACCBE).

**CONSENT AGENDA**

The board approved all consent agenda items:

**11. Minutes of Meeting Held October 9, 2025**

**12. Registration of Credentials and Other Certification Documents: Issuance of Temporary County Certificates**

Registration of credentials and other certification documents registered in the Santa Barbara County Education Office from September 7, 2025 to October 6, 2025, and the issuance of temporary county certificates for that same time period.

**13. Acceptance of Donations**

Acceptance of donations for the following department:

- Superintendent's Office

**14. Declaration of Surplus**

Declaration of surplus for the following departments:

- Early Care and Education
- Juvenile Court and Community Schools
- School Insurance Program for Employees (SIPE)

**15. Issuance of High School Graduation Diploma**

Issuance of a high school graduation diploma to the following student:

*Dos Puertas School*
- Student CSIS # 1462736610 – October 10, 2025

Motion to approve all consent items:

MOVED: **Mrs. Read** SECONDED: **Mrs. Alvarez Flores** VOTE: **Passed 6-0**

**ACTION ITEMS**

**16. Recommended Authorization to Utilize an OMNIA Partners Contract**

OMNIA Partners (OMNIA) purchase contracts are implemented based on products, services, and pricing sourced from existing, competitively evaluated, and cost-analyzed multiple award agreements. Public Contract Code Section 10298 allows county offices of education and TK-12 local educational agencies to utilize such contracts without the need for a competitive bidding process. OMNIA Contract No. 15-02 between Region 14 ESC and Walmart, Inc., effective September 5, 2023, provides in-store, online, and mobile shopping at Walmart. Made available nationwide with National Cooperative Purchase Alliance (NCPA), the contract runs until August 31, 2026, with two possible one-year extensions through August 31, 2028. Contract No.15-02 Walmart, Inc., in its entirety, is located in the Fiscal Services office. The board approved the use of OMNIA Contract No. 15-02.

MOVED: **Dr. Armistead** SECONDED: **Mrs. Alvarez Flores** VOTE: **Passed 6-0**

**17. Recommended Adoption of Emergency Resolution – Award of Contract without Bidding and Advertisement**

The board adopted Resolution No. 2606, which recognized an emergency existed and authorized SBCEO to enter into a contract without bidding and advertising to repair site drainage at 4400 Cathedral Oaks Road, immediately.

**Ayes: 6 Noes: 0 Absent: 1 Abstain: 0**
MOVED: **Dr. Armistead** SECONDED: **Ms. Ehrman** VOTE: **Passed 6-0-1-0**

**18. Board Policies, Reading and Adoption**

The following board policies were presented by the Board Policy Committee for reading and adoption. The board adopted all of the board policies.

- BP 1313 – Civility (new)
- BP 3515 – Campus Security (new)
- BP 3580 – SBCEO Records (new)
- BP 5131 – Conduct (new)
- BP 5131.8 – Mobile Communication Devices (new)
- BP 5145.13 – Response to Immigration Enforcement (new)
- BP 5146 – Married/Pregnant/Parenting Students (new)

MOVED: **Mr. Walker** SECONDED: **Mrs. Read** VOTE: **Passed 6-0**

**INFORMATION ITEMS**

**19. Board Policy, Reading and Discussion**

The following board policy was presented by the Board Policy Committee for reading and discussion; it will be presented for adoption at a future board meeting:

- BP 5117.1 – Interdistrict Attendance Appeals (revised)

The board discussed the revised board policy and requested it come back for a second reading and adoption at the December board meeting.

**20. The California Community Schools Partnership Program**

Director of Juvenile Court and Community Schools Rene Wheeler and Community Outreach and Career Counselor Eugenia Ambrocio provided a presentation on the California Community Schools Partnership Program Implementation Plan for Peter B. FitzGerald Community School. This new, annual presentation fulfilled reporting requirements and highlighted key progress, data, and outcomes from the previous year.

**21. Personnel Report**

The certificated and classified personnel reports were presented as an information item.

**22. Williams Legislation School District Report**

The annual report on the condition and state of the identified schools in Santa Barbara County, as specified in California Education Code section 1240, was submitted as an information item and was reviewed by the board.

**23. Correspondence**

September 15, 2025 correspondence from the California Department of Education confirming approval of the Santa Barbara County Education Office 2025-26 budget and the 2023-24 through 2025-26 Local Control and Accountability Plan (LCAP) for the 2025-26 school year was presented as an information item.

**CLOSED SESSION**

**24. Conference with Real Property Negotiator (Government Code § 54956.8) – Closed Session**

The board held a closed session conference with real property negotiator. The closed session began at 4:20 p.m. and present were board members; Dr. Susan Salcido, county superintendent of schools; Steve Torres, associate superintendent;

Marc Cunningham, director of facilities; Felicita Torres, legal counsel; Austin Payne, legal counsel; and Anna Freedland, executive assistant.

Property in Santa Maria, CA. Agency designated representatives: Dr. Susan Salcido, superintendent, and Steve Torres, associate superintendent. Negotiating parties: [confidential] for Santa Maria property. Instructions to negotiators regarding price, terms, and conditions.

There was no action taken.

At 4:50 p.m. the board adjourned closed session and reconvened to open session.

## FUTURE AGENDA ITEMS

### 25. Future agenda items

The following was mentioned as a potential future agenda item:

- Presentation by Adelante Charter School (in recognition of its 25th anniversary)

The president reported that the Board Organization and Governance Committee would meet before the December board meeting to discuss potential board officers and board meeting dates for 2026. She requested board members let her or the superintendent know if they were interested in serving as a board officer or would like to change their committee assignments.

## ADJOURNMENT

### 26. Adjournment

The meeting was adjourned at 4:54 p.m. to the next regular meeting to be held Friday, December 12, 2025 in Santa Barbara.

MOVED: **Mr. Walker** SECONDED: **Mrs. Alvarez Flores** VOTE: **Passed 6-0**

| | |
|---|---|
| _____ | _____ |
| Marybeth Carty, President<br>County Board of Education | Dr. Susan Salcido, Secretary<br>County Board of Education |

Santa Barbara County Education Office
4400 Cathedral Oaks Rd, PO Box 6307, Santa Barbara, CA 93160-6307
Telephone: (805) 964-4711 • FAX: (805) 964-4712 • sbceo.org
Susan C. Salcido, Superintendent of Schools

**Santa Barbara County Board of Education**

**Credentials report pertaining to credentialed personnel, employed by local educational agencies across Santa Barbara County**

## Registration of Credentials or Other Certification Documents

The Santa Barbara County Education Office (SBCEO) registers credentials provided to all individuals throughout Santa Barbara County who have been issued credentials and permits by the California Commission on Teacher Credentialing (CCTC). *(Education Code § 44332.5)*

The content in this section of the report is informational.

## Issuance of Temporary County Certificates

Temporary County Certificates (TCC) are issued by SBCEO to individuals during the interim period from when they apply for a credential with the California Commission on Teacher Credentialing to when they are issued or denied the official credential.

A TCC allows an individual to actively work and be paid for service in those positions for which the credential is required while they await final clearance of their credential or permit.

Temporary County Certificates must be approved by the County Board of Education. *(Education Code § 44332)*

**Registration of Credentials or Other Certification Documents**
**Issuance of Temporary County Certificates**
**October 7, 2025 - November 6, 2025**

| Name | | Type of Credential/Permit |
|---|---|---|
| **Expiration Date: 2026** | | |
| Michael | Adkison | 30-Day Substitute Teaching Permit |
| Isela | Ahumada | 30-Day Substitute Teaching Permit |
| Maria | Alipour | 30-Day Substitute Teaching Permit |
| Andrea | Almanza | 30-Day Substitute Teaching Permit |
| Rosiele | Angkahan | Special Ed Limited Assignment Teaching Permit |
| Leeann | Arrowsmith | 30-Day Substitute Teaching Permit |
| Lavonne | Artis | 30-Day Substitute Teaching Permit |
| Guadalupe | Ayala | 30-Day Substitute Teaching Permit |
| Rachael | Bae | 30-Day Substitute Teaching Permit |
| Bernadeta | Baktashian | 30-Day Substitute Teaching Permit |
| Briana | Barbosa | Substitute Permit for Prospective Teachers |
| Sarah | Barbosa | 30-Day Substitute Teaching Permit |
| Hector | Basulto | 30-Day Substitute Teaching Permit |
| Crystal | Bedolla | 30-Day Substitute Teaching Permit |
| Cecilia | Belmonte | 30-Day Substitute Teaching Permit |
| Jessica | Bernal | 30-Day Substitute Teaching Permit |
| Tracy | Bower | 30-Day Substitute Teaching Permit |
| Allison | Brockway | 30-Day Substitute Teaching Permit |
| Lauren | Buckley | 30-Day Substitute Teaching Permit |
| Cathy | Burrow | 30-Day Substitute Teaching Permit |
| Erasmo | Canongo | Single Subject Teaching Credential |
| Andrea | Cantrell | 30-Day Substitute Teaching Permit |
| Lorena | Castaneda | Teaching Permit for Statutory Leave |
| Jacob | Castilleja | 30-Day Substitute Teaching Permit |
| Beth | Chamberlain | 30-Day Substitute Teaching Permit |
| Elizabeth | Clark | 30-Day Substitute Teaching Permit |

| | | |
|---|---|---|
| Kaebeth | Contreras | 30-Day Substitute Teaching Permit |
| Carson | Craft | Short-Term Staff Permit |
| Chlsea | Delgado | 30-Day Substitute Teaching Permit |
| Maeve | Devoy | Short-Term Staff Permit |
| Laura | Diaz | Short-Term Staff Permit |
| Samantha | Douglass | 30-Day Substitute Teaching Permit |
| Michael | Dulay | Teaching Permit for Statutory Leave |
| Emily | Edds | 30-Day Substitute Teaching Permit |
| Pamela | Eschler | 30-Day Substitute Teaching Permit |
| Sylvester | Espinoza | Substitute Permit for Prospective Teachers |
| Kassandra | Esquivel | 30-Day Substitute Teaching Permit |
| Chase | Fichtner | 30-Day Substitute Teaching Permit |
| Elizabeth | Flores | Provisional Internship Permit |
| Jessica | Flores | 30-Day Substitute Teaching Permit |
| Shawnie | Flores | 30-Day Substitute Teaching Permit |
| Katie | Flynn | Teaching Permit for Statutory Leave |
| Karla | Franco | 30-Day Substitute Teaching Permit |
| Hector | Garcia | Teaching Permit for Statutory Leave |
| Leilani | Garcia | 30-Day Substitute Teaching Permit |
| Lesley | Garcia | 30-Day Substitute Teaching Permit |
| Sarai | Garcia | 30-Day Substitute Teaching Permit |
| Julia | Garmendia | 30-Day Substitute Teaching Permit |
| James | Gazdecki | 30-Day Substitute Teaching Permit |
| Ashley | Gerken | 30-Day Substitute Teaching Permit |
| Jasmine | Gilbert | 30-Day Substitute Teaching Permit |
| Kathleen | Goeden | 30-Day Substitute Teaching Permit |
| Cassandra | Golden | 30-Day Substitute Teaching Permit |
| Lori | Gonzalez | 30-Day Substitute Teaching Permit |
| Maximus | Guerra | 30-Day Substitute Teaching Permit |
| Joanna | Guerrero | 30-Day Substitute Teaching Permit |
| Edgar | Gutierrez | 30-Day Substitute Teaching Permit |
| Margie | Gutierrez | Short-Term Staff Permit |
| Mauro | Guzman | 30-Day Substitute Teaching Permit |
| Stephanie | Hernandez | 30-Day Substitute Teaching Permit |
| Carlos | Herrera | 30-Day Substitute Teaching Permit |
| Joseph | Heuring | 30-Day Substitute Teaching Permit |

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|---|---|---|
| Julie | Higgins | 30-Day Substitute Teaching Permit |
| Avery | Hoffman | 30-Day Substitute Teaching Permit |
| Mara | Hoshina | 30-Day Substitute Teaching Permit |
| Kaitlyn | Humphrey | Speech-Language Pathology Services Credential |
| Colton | Huyck | 30-Day Substitute Teaching Permit |
| Napier | Jencka | 30-Day Substitute Teaching Permit |
| Melisa | Johnston | 30-Day Substitute Teaching Permit |
| Amy | Jones | Short-Term Staff Permit |
| Nicole | Katz | 30-Day Substitute Teaching Permit |
| Makenzie | Kingsley | 30-Day Substitute Teaching Permit |
| Nicole | Knepper | Short-Term Staff Permit |
| Karly | Kovach | 30-Day Substitute Teaching Permit |
| Kiley | Krauch | 30-Day Substitute Teaching Permit |
| Brittany | Lambert | Crosscultural, Lang & Academic Devel Permit |
| Mary | Lawson | 30-Day Substitute Teaching Permit |
| Mitianna | Lenguyen | 30-Day Substitute Teaching Permit |
| Alyssa | Lopez | Substitute Permit for Prospective Teachers |
| Stephanie | Lowe | Administrative Services Credential |
| Stephanie | Lowe | Library Media Teacher Services Credential |
| Stephanie | Lowe | Single Subject Teaching Credential |
| Jordyn | MacCuish | 30-Day Substitute Teaching Permit |
| Taylor | Magallanes | Crosscultural, Lang & Academic Devel Permit |
| Jamin | Magness | 30-Day Substitute Teaching Permit |
| Erika | Maldonado | 30-Day Substitute Teaching Permit |
| Sophia | Manning | 30-Day Substitute Teaching Permit |
| Marlyse | Maretti | Teacher Librarian Services Permit |
| Kyle | Marme | Single Subject Teaching Credential |
| Ana | Martinez | 30-Day Substitute Teaching Permit |
| Elvira | Martinez | 30-Day Substitute Teaching Permit |
| Asma | Mazraoui | 30-Day Substitute Teaching Permit |
| Kirsten | McCormick | 30-Day Substitute Teaching Permit |
| Carmen | Medina | 30-Day Substitute Teaching Permit |
| Carmen | Mendoza | Teaching Permit for Statutory Leave |
| Victor | Mendoza | 30-Day Substitute Teaching Permit |
| Katherine | Merino | 30-Day Substitute Teaching Permit |
| Laurie | Millan | 30-Day Substitute Teaching Permit |

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|---|---|---|
| Brian | Moody | Pupil Personnel Services Credential |
| Nancy | Morales | 30-Day Substitute Teaching Permit |
| Jonathan | Naranjo | 30-Day Substitute Teaching Permit |
| Yesenia | Nava | 30-Day Substitute Teaching Permit |
| Derek | Orlick | 30-Day Substitute Teaching Permit |
| Emmanuel | Orozco | Short-Term Staff Permit |
| Blaire | Osborne | 30-Day Substitute Teaching Permit |
| Wil | Otterson | 30-Day Substitute Teaching Permit |
| Luz | Padilla | 30-Day Substitute Teaching Permit |
| Nathanael | Paulus | 30-Day Substitute Teaching Permit |
| Jessica | Pintor | 30-Day Substitute Teaching Permit |
| Kaylen | Pruitt | 30-Day Substitute Teaching Permit |
| Lindsay | Ranii | 30-Day Substitute Teaching Permit |
| Kristi | Reyes | 30-Day Substitute Teaching Permit |
| Abrahan | Rico | Teaching Permit for Statutory Leave |
| Ramona | Rogers | 30-Day Substitute Teaching Permit |
| Myah | Salinas | 30-Day Substitute Teaching Permit |
| Victoria | Sanchez | 30-Day Substitute Teaching Permit |
| Kenneth | Santana | Short-Term Staff Permit |
| Jaqueline | Santiago | 30-Day Substitute Teaching Permit |
| Kristen | Selken | 30-Day Substitute Teaching Permit |
| Jessica | Sheya | 30-Day Substitute Teaching Permit |
| Nicholas | Sinn | 30-Day Substitute Teaching Permit |
| Shasta | Smith | 30-Day Substitute Teaching Permit |
| Craig | Snell | 30-Day Substitute Teaching Permit |
| Nuha | Sood | 30-Day Substitute Teaching Permit |
| Cindy | Soto | Teaching Permit for Statutory Leave |
| Jacob | Spears | 30-Day Substitute Teaching Permit |
| Samantha | Stegenga | 30-Day Substitute Teaching Permit |
| Rylee | Stouppe | Short-Term Staff Permit |
| Sarah | Strommen | 30-Day Substitute Teaching Permit |
| Taylor | Taira | 30-Day Substitute Teaching Permit |
| Robert | Tarr | 30-Day Substitute Teaching Permit |
| Patricia | Temple | 30-Day Substitute Teaching Permit |
| Nelli | Thart | 30-Day Substitute Teaching Permit |
| Zane | Thompson | 30-Day Substitute Teaching Permit |

| | | |
|---|---|---|
| Neil | Toneys | 30-Day Substitute Teaching Permit |
| Katriena | Toth | Crosscultural, Lang & Academic Devel Permit |
| David | Truax | 30-Day Substitute Teaching Permit |
| David | Truman | 30-Day Substitute Teaching Permit |
| Erika | Underhill | 30-Day Substitute Teaching Permit |
| Christina | Vasquez | 30-Day Substitute Teaching Permit |
| Andrea | Vejar | 30-Day Substitute Teaching Permit |
| Juan | Vidal | 30-Day Substitute Teaching Permit |
| Luke | Wechsler | 30-Day Substitute Teaching Permit |
| Ira | Weingarten | 30-Day Substitute Teaching Permit |
| Dana | Whitted | 30-Day Substitute Teaching Permit |
| Allison | Wilcoxon | 30-Day Substitute Teaching Permit |
| Eric | Wilson | 30-Day Substitute Teaching Permit |
| Anna | Yamaichi | 30-Day Substitute Teaching Permit |
| Amy | Yamate | 30-Day Substitute Teaching Permit |
| Ashley | Zacarias | 30-Day Substitute Teaching Permit |
| Marlyn | Zambrano | 30-Day Substitute Teaching Permit |

**Exiration Date: 2027**

| | | |
|---|---|---|
| Kristopher | Andrews | Single Subject Teaching Credential |
| Caitlin | Armstrong | Speech-Language Pathology Services Credential |
| Melissa | Armstrong | 30-Day Substitute Teaching Permit |
| Cindy | Begley | Multiple Subject Teaching Credential |
| Marne | Connell | Education Specialist Instruction Credential |
| P. Michael | Cross | Pupil Personnel Services Credential |
| Brianna | Ellis | Multiple Subject Teaching Credential |
| Elisia | Estrada | Multiple Subject Teaching Credential |
| Hillary | Fong | 30-Day Substitute Teaching Permit |
| Isaac | Lee | Administrative Services Credential |
| Natalie | Mikaeli | Pupil Personnel Services Credential |
| Lashton | Papworth | Single Subject Teaching Credential |
| Nicole | Pedeliski | Single Subject Teaching Credential |
| Maria | Perez | 30-Day Substitute Teaching Permit |
| Michael | Puig | 30-Day Substitute Teaching Permit |

| | | |
|---|---|---|
| Charlotte | Riegert | Single Subject Teaching Credential |
| Michael | Sarar | 30-Day Substitute Teaching Permit |
| Kelsay | Schroeder | Single Subject Teaching Credential |
| Kelsay | Schroeder | Multiple Subject Teaching Credential |
| Kathryn | Smith | Speech-Language Pathology Services Credential |
| Hannah | Stitt | Multiple Subject Teaching Credential |
| Jo-Ann | Street | 30-Day Substitute Teaching Permit |
| Sharon | Swanigan | 30-Day Substitute Teaching Permit |
| Tracey | Walters | 30-Day Substitute Teaching Permit |
| Jennifer | West | 30-Day Substitute Teaching Permit |
| April | White | 30-Day Substitute Teaching Permit |
| Veronica | Zepeda | Multiple Subject Teaching Credential |

**Expiration Date: 2028**

| | | |
|---|---|---|
| Sarah | Campbell | Multiple Subject Teaching Credential |
| Louise | Dahlquist | Administrative Services Credential |
| Marnie | Fierro | Multiple Subject Teaching Credential |
| Jacqueline | Goble | Single Subject Teaching Credential |
| Jacqueline | Goble | Multiple Subject Teaching Credential |
| Jocelyn | Hively | Administrative Services Credential |
| Jocelyn | Hively | Pupil Personnel Services Credential |
| Maria | Martinez | Multiple Subject Teaching Credential |
| Stacy | Martinez | Career Technical Education Teaching Credential |
| Vicky | Ramirez | Multiple Subject Teaching Credential |
| Sara | Shiffrar | Child Development Site Supervisor Permit |
| Juan | Zaragoza | Career Technical Education Teaching Credential |

**Expiration Date: 2029**

| | | |
|---|---|---|
| Stephen | Buchanan | Single Subject Teaching Credential |
| Jonathan | Combs | Multiple Subject Teaching Credential |
| Jamie | Fontes | Administrative Services Credential |
| Keeley | Graybehl | Pupil Personnel Services Credential |

| | | |
|---|---|---|
| Kenneth | Greenberg | Multiple Subject Teaching Credential |
| Stacy | Hall | Multiple Subject Teaching Credential |
| Thien | Hoang | Multiple Subject Teaching Credential |
| Thien | Hoang | Specialist Instruction Credential in Special Ed |
| Thien | Hoang | Administrative Services Credential |
| Matthew | Lazansky | Administrative Services Credential |
| Mark | Mader | Single Subject Teaching Credential |
| Clara | Morando | Multiple Subject Teaching Credential |
| Kylie | Snyder | Multiple Subject Teaching Credential |
| Dane | Takayama | Pupil Personnel Services Credential |
| Christopher | Wichowski | Multiple Subject Teaching Credential |
| Christopher | Wichowski | Education Specialist Instruction Credential |

**Expiration Date: 2030**

| | | |
|---|---|---|
| Clara | Ahenkuro | Education Specialist Instruction Credential |
| J'Nay | Almaguer | Single Subject Teaching Credential |
| Alejandra | Amarales | Multiple Subject Teaching Credential |
| Heather | Anderson | Administrative Services Credential |
| Heather | Anderson | Multiple Subject Teaching Credential |
| Rosiele | Angkahan | Education Specialist Instruction Credential |
| Emelia | Aragon | Single Subject Teaching Credential |
| Seth | Asuncion | Multiple Subject Teaching Credential |
| Seth | Asuncion | Education Specialist Instruction Credential |
| Helena | Avedikian | Administrative Services Credential |
| Helena | Avedikian | Pupil Personnel Services Credential |
| Helena | Avedikian | Multiple Subject Teaching Credential |
| Michael | Ayala | Career Technical Education Teaching Credential |
| Lezly | Barriga | Multiple Subject Teaching Credential |
| Michelle | Bechini | Multiple Subject Teaching Credential |
| Amily | Berk | Education Specialist Instruction Credential |
| Karol | Blizzard | Single Subject Teaching Credential |
| Meriem | Boufetta | Education Specialist Instruction Credential |
| Laurell | Brown | Single Subject Teaching Credential |
| Steven | Campbell | Administrative Services Credential |

| | | |
|---|---|---|
| Steven | Campbell | Single Subject Teaching Credential |
| Claudette | Carlton | Single Subject Teaching Credential |
| Claudette | Carlton | Multiple Subject Teaching Credential |
| Christopher | Carrillo | Pupil Personnel Services Credential |
| Elizabeth | Castro | Education Specialist Instruction Credential |
| Nora | Castro | Child Development Site Supervisor Permit |
| Terri | Cecchine | Administrative Services Credential |
| Terri | Cecchine | Multiple Subject Teaching Credential |
| Casey | Cleland | Single Subject Teaching Credential |
| Aharon | Colon | Single Subject Teaching Credential |
| Marjorie | Dalgarn | Education Specialist Instruction Credential |
| Ellen | Dameron | Education Specialist Instruction Credential |
| Jamie | Davis | Single Subject Teaching Credential |
| Kristine | Denton | Education Specialist Instruction Credential |
| Michelle | Dornish | Education Specialist Instruction Credential |
| Ajani | Edwards | Single Subject Teaching Credential |
| Megan | Engler | Education Specialist Instruction Credential |
| Mateo | Ferreira | Child Development Assistant Permit |
| Megan | Fichter | Education Specialist Instruction Credential |
| Marnie | Fierro | Education Specialist Instruction Credential |
| Araceli | Flores | Single Subject Teaching Credential |
| Eric | Flores | Education Specialist Instruction Credential |
| Sylvia | Flores | Multiple Subject Teaching Credential |
| Sylvia | Flores | Education Specialist Instruction Credential |
| Sarah | Furtado | Education Specialist Instruction Credential |
| Gabriela | Garcia | Child Development Site Supervisor Permit |
| Sarah | Geiser | Education Specialist Instruction Credential |
| Alexandra | Geurts | Child Development Site Supervisor Permit |
| Rachel | Gonzalez | Administrative Services Credential |
| Rose | Gonzalez | Child Development Site Supervisor Permit |
| Kenneth | Greenberg | Education Specialist Instruction Credential |
| Sara | Griswold | Education Specialist Instruction Credential |
| Bethany | Guerena | Education Specialist Instruction Credential |
| Stacy | Hall | Child Development Site Supervisor Permit |
| Joel | Hartwell | Clinical or Rehabilitative Services Credential |
| J'Nay | Hawthorne | Single Subject Teaching Credential |

| | | |
|---|---|---|
| Marissa | Hernandez | Single Subject Teaching Credential |
| Pedro | Hernandez | Child Development Teacher Permit |
| Sandra | Hidalgo | Single Subject Teaching Credential |
| Adam | Hodgson | Single Subject Teaching Credential |
| Jana | Hunstad | Multiple Subject Teaching Credential |
| Leah | Iliff | Child Development Site Supervisor Permit |
| Suzanne | Kingsley | Multiple Subject Teaching Credential |
| Bethany | Largent | Single Subject Teaching Credential |
| Bethany | Largent | Multiple Subject Teaching Credential |
| Jennifer | Lee | Pupil Personnel Services Credential |
| Leticia | Lemus | Education Specialist Instruction Credential |
| Angela | Lopez | Child Development Site Supervisor Permit |
| Nancy | Lorenzen | Administrative Services Credential |
| Nancy | Lorenzen | Multiple Subject Teaching Credential |
| Katherine | Luceri | Multiple Subject Teaching Credential |
| Sasha | Macias | School Nurse Services Credential |
| Juliana | Manzo | Child Development Assistant Permit |
| Corey | McIntyre | Single Subject Teaching Credential |
| Diane | Medeiros | School Nurse Services Credential |
| Brittney | Miranda | Child Development Site Supervisor Permit |
| Pablo | Miranda | Education Specialist Instruction Credential |
| Rebecca | Nightingale | Child Development Teacher Permit |
| Valeria | Orozco | Education Specialist Instruction Credential |
| Katherine | O'Toole | Multiple Subject Teaching Credential |
| Mary | Outwater | Standard Elementary Teaching Credential |
| Mary | Outwater | Specialist Instruction Credential (Reading) |
| Jessie | Pacheco | Multiple Subject Teaching Credential |
| Leah | Payne | Education Specialist Instruction Credential |
| Asael | Picasso | Child Development Program Director Permit |
| Rocio | Ramirez | Child Development Site Supervisor Permit |
| Hans | Rheinschild | Administrative Services Credential |
| John | Rodriguez | Education Specialist Instruction Credential |
| Monica | Rojas | Education Specialist Instruction Credential |
| Valeria | Romo | Child Development Master Teacher Permit |
| Stephanie | Sandoval | Single Subject Teaching Credential |
| Katherine | Serdio | Multiple Subject Teaching Credential |

| | | |
|---|---|---|
| Sara | Shiffrar | Multiple Subject Teaching Credential |
| Hayley | Smith | Single Subject Teaching Credential |
| Marissa | Sprake | Multiple Subject Teaching Credential |
| Ajani | Symmonds | Single Subject Teaching Credential |
| Leah | Tremper | Child Development Site Supervisor Permit |
| Nazy | Tully | Education Specialist Instruction Credential |
| Heather | Walker | Multiple Subject Teaching Credential |
| Jessie | Wall | Multiple Subject Teaching Credential |
| Rachel | Ward | Multiple Subject Teaching Credential |
| Laurell | Weitz | Multiple Subject Teaching Credential |
| Rene | Wheeler | Administrative Services Credential |
| Rene | Wheeler | Multiple Subject Teaching Credential |
| Julia | White | Single Subject Teaching Credential |
| Randall | White | Single Subject Teaching Credential |
| Diane | Wood | Multiple Subject Teaching Credential |
| Jeremy | Woody | Speech-Language Pathology Services Credential |

**Expiration Date: 2031**

| | | |
|---|---|---|
| Nedina | Asencio | Multiple Subject Teaching Credential |
| Erik | Benitez | Administrative Services Credential |
| Erik | Benitez | Single Subject Teaching Credential |
| Kathleen | Bryant | Administrative Services Credential |
| Mark | Capritto | Administrative Services Credential |
| Mark | Capritto | Single Subject Teaching Credential |
| Kathleen | Carlson | Administrative Services Credential |
| Phillip | Edwards | Single Subject Teaching Credential |
| Marla | Friedler | FT DS Career Tech Ed Teaching Credential |
| Marla | Friedler | Single Subject Teaching Credential |
| Marla | Friedler | Multiple Subject Teaching Credential |
| Linda | Furness | School Nurse Services Credential |
| Brenda | Hascall | Single Subject Teaching Credential |
| Shanda | Herrera | Administrative Services Credential |
| Shanda | Herrera | Single Subject Teaching Credential |
| Rebecca | Herrick | Multiple Subject Teaching Credential |

| | | |
|---|---|---|
| Rebecca | Herrick | Administrative Services Credential |
| Ilse | Hutchinson | Multiple Subject Teaching Credential |
| Cody | Ihle | Multiple Subject Teaching Credential |
| Nancy | Ingraham | Multiple Subject Teaching Credential |
| Laura | Ishikawa | Education Specialist Instruction Credential |
| Diana | Macias | Single Subject Teaching Credential |
| Jenna | Newburn | Single Subject Teaching Credential |
| Carly | Newman | Education Specialist Instruction Credential |
| Deborah | Shenfil | Multiple Subject Teaching Credential |
| Beverly | Sherman | Multiple Subject Teaching Credential |
| Denise | Stevens | Multiple Subject Teaching Credential |
| Priya | Talwar | Single Subject Teaching Credential |
| Laurie | Theobald | Multiple Subject Teaching Credential |
| Bree | Valla | Single Subject Teaching Credential |
| Mark | Veglia | Single Subject Teaching Credential |
| Monique | Verdin | Administrative Services Credential |
| Helen | West | Single Subject Teaching Credential |
| Paige | Whiting | Single Subject Teaching Credential |
| Rebecca | Wingerden | Single Subject Teaching Credential |
| Erik | Wordal | Single Subject Teaching Credential |

**Certificates of Competence**

| | | |
|---|---|---|
| Shannon | Arkinson | Crosscultural, Lang & Academic Devel Cert |
| Jacqueline | Goble | Crosscultural, Lang & Academic Devel Cert |
| Thien | Hoang | Crosscultural, Lang & Academic Devel Cert |
| Thien | Hoang | Resource Specialist Added Authorization |
| Bethany | Largent | Reading and Literacy Added Authorization |
| Marjorie | Ledgerwood | Adapted Physical Education Added Authorization |
| Stephanie | Lowe | Crosscultural, Lang & Academic Devel Cert |
| Carleigh | Maloney | Crosscultural, Lang & Academic Devel Cert |
| Kelsay | Schroeder | Crosscultural, Lang & Academic Devel Cert |

## Waivers

| | | |
|---|---|---|
| Celia | Adame | Pupil Personnel Services Credential |
| Roberto | De La Pena | Adapted Physical Education Added Authorization |
| Veronica | Rodriguez | Pupil Personnel Services Credential |

| Name | | Type of Credential/Permit |
|---|---|---|

## Temporary County Certifiates

| | | |
|---|---|---|
| Kihabet | Alcorta | Teaching Permit for Statutory Leave |
| Nathaniel | Bean | Provisional Internship Permit |
| Sarah | Buchanan | Teaching Permit for Statutory Leave |
| Raquel | Clark | Education Specialist Instruction Credential |
| Alexander | Garcia | Teaching Permit for Statutory Leave |
| Gabriela | Gomez | Child Development Site Supervisor Permit |
| Anelis | Herrera | Child Development Associate Teacher Permit |
| Megan | Kotowski | Substitute Teaching Permit for Prospective Teacher |
| Lizbeth | Lagunas | Child Development Teacher Permit |
| Tracy | Liddell | Single Subject Teaching Credential |
| Olivia | Martinez | Teaching Permit for Statutory Leave |
| Olivia | Morales | Teaching Permit for Statutory Leave |
| Blaga | Nichols | Teaching Permit for Statutory Leave |
| Jacob | Nunez | Short-Term Staff Permit |
| Julieann | Ruiz | Single Subject Teaching Credential |
| Leslie | Sanchez | Teaching Permit for Statutory Leave |
| Betsy | Santa Cruz | Teaching Permit for Statutory Leave |
| Mojdeh | Senzamici | Education Specialist Instruction Credential |
| Dane | Takayama | Teaching Permit for Statutory Leave |

Santa Barbara County Education Office
4400 Cathedral Oaks Rd, PO Box 6307, Santa Barbara, CA 93160-6307
Telephone: (805) 964-4711 • FAX: (805) 964-4712 • sbceo.org
Susan C. Salcido, Superintendent of Schools

**Santa Barbara County Board of Education**
**Recommended Approval for Acceptance of Donations**
December 12, 2025

## Curriculum and Instruction

- $1,000 from Santa Barbara Education Foundation for the screening of the math film, Counted Out

## Teacher Programs and Support

*A Salute to Teachers*

- $500 from California State University Channel Islands
- $500 from Weiser & Grant Dentistry
- $2,500 from Granite Construction
- $5,000 from Sable Offshore

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**Santa Barbara County Board of Education**
**Recommended Approval for Declaration of Surplus**
December 12, 2025

**Internal Services/Fiscal Services**

- 22536 Dell Precision 17" Laptop

**The value of items listed above does not exceed $25,000.**

# Board Agenda Item

## Recommended Approval of Rules and Regulations Governing the Purchase of Standard School Supplies and Equipment by School Districts

Annually, the Santa Barbara County Board of Education establishes rules and regulations under which a purchasing cooperative is made available for use by school districts to purchase standard school supplies and equipment.

In an effort to decrease the cost of standard school supply expenditures to districts within our county, the Santa Barbara County Education Office provides information regarding government purchasing consortiums that offer these types of supplies and equipment to districts at a discount.

**Overview**

Monterey County Office of Education and its **CalSave** cooperative have developed and awarded piggybackable purchasing contracts specifically identifying products to be on a Standard School Supply and Equipment List.

Kern County Office of Education, by itself and also in cooperation with the National **PEPPM** Purchasing Cooperative, has developed and awarded purchasing contracts specifically identifying products to be on a Standard School Supply and Equipment list.

Los Angeles County Office of Education has developed and awarded purchasing contracts specifically identifying products to be on a Standard School Supply and Equipment list.

In addition, our office has compiled the following list of cooperative purchasing entities that offer other contracts that may be useful for the purchasing benefit of school districts in our county. These resources include:

- DGS-CMAS – Department of General Services, California Multiple Award Schedules
- US General Services Administration – Cooperative Purchasing Program
- CDW-G - Multi-brand provider of information technology solutions to education, government, and business
- Buy Board – California School Boards Association, Cooperative Purchasing Program

Purchasing consortiums do not have everything that a school district may need to purchase, but they include many of the items that a district would benefit from purchasing through cooperative bidding.

*It is recommended that the CalSave, PEPPM, and LACOE contracts be accepted as primary cooperative purchasing sources for standard school supplies and equipment by the Santa Barbara County Board of Education for the benefit of all school districts in the county.*

# Action Items

BOARD POLICY – **INTERDISTRICT ATTENDANCE APPEALS** BP 5117.1

When a school district within the jurisdiction of the County Board of Education fails or refuses to issue an interdistrict attendance permit to a student or fails to provide written notification of its decision within prescribed timelines, the student's parent/guardian may appeal the decision to the County Board. (Education Code 46601)

An appeal shall be filed in writing, by a person having legal custody of the student, within thirty (30) calendar days of the district's final denial of the transfer. An appeal shall be accepted only upon verification by the County Superintendent of Schools or designee that appeals in the district have been exhausted. (Education Code 46601)

Failure to appeal the district decision to the County Board within 30 days is good cause for rejection of the appeal. (Education Code 46601)

In addition, the County Board shall not consider appeals of any of the following:

1. An interdistrict attendance request that was deemed abandoned due to the parent/guardian's failure to meet district timelines (Education Code 46600.1)

2. An existing interdistrict transfer permit that has been revoked or rescinded in accordance with the policy of the district's governing board (Education Code 46600.1)

3. The denial of a request by the district of proposed enrollment when no permit has first been issued by the district of residence (Education Code 46600.1)

4. An interdistrict attendance request submitted for a student who is being considered for expulsion or has been expelled, while expulsion proceedings are pending or during the term of the expulsion (Education Code 46601)

**Hearing**

Prior to making its determination, the County Board shall hold a hearing at which the district of proposed enrollment and the student's parent/guardian will have an opportunity to present their positions on the denial of the interdistrict attendance permit.

Prior to the hearing, the secretary to the County Board or designee shall serve a notice of the hearing upon the student's parents/guardians, the district of residence, and the district of proposed enrollment, by certified mail with return receipt requested. The notice shall include details of the date, time, and place of the hearing. It shall also notify the

parents/guardians and the district of proposed enrollment of the opportunity to be heard during the hearing and to submit written statements and documentation to the County Board prior to the hearing, including the deadline by which the parties may submit such statements and documentation. The notice may also include instructions to request the appeal hearing be conducted in open session.

All written statements and supporting documentation must be attached to the appeal or the response to the appeal so that the County Board and the parties have ample time to prepare for the appeal hearing.

Appeal hearings shall be heard in closed session unless it is determined that holding the appeal in open session would not lead to the release of confidential information concerning a student, or unless otherwise requested in writing by the student or parent or guardian upon due notice. (Education Code 35146). If the hearing is conducted in open session, the County Board may decide at any time to reconvene in closed session if necessary to protect confidential information about the student that may be presented during the hearing.

The County Board shall deliberate in closed session if the appeal is heard in closed session. In such cases, the decision of the County Board and the vote of each member shall be announced in open session immediately following the closed session.

No information shall be released in violation of student privacy rights provided in law. (Education Code 35146; 20 USC 1232)

Families with multiple appeals may have them heard separately or as one appeal. Regardless of the hearing format, the County Board may decide to issue more than one decision.

The County Board may, in its discretion, permit parties to present additional written documentation at the time of the hearing. In exercising that discretion, the County Board may consider factors that it deems relevant including but not limited to the following:

(1) whether the opposing party will be unfairly prejudiced by the late submission of the additional documentation because it will be unable to adequately respond to the additional documentation;

(2) the reasons why the party offering the additional documentation did not timely submit that documentation with their appeal or response; and

(3) whether acceptance of the additional documentation will unduly delay the hearing on the appeal or the ability of the County Board to timely rule on the merits of the appeal.

The County Board, in its discretion, may decide to limit the time each party has to present their position at the appeal hearing. The parties will be notified in advance of the hearing of any time limit imposed by the County Board.

Each party to the appeal or their counsel may present oral statements to the County Board. Each party may also present the oral statements of witnesses having knowledge of the facts relating to the appeal. The statements of parties and witnesses shall be taken in a narrative form, and the parties and witnesses shall not be administered an oath prior to making their statements. No party shall have the right to examine or question the witnesses of the other party. The County Board may do so at its discretion.

The County Superintendent, or designee, shall investigate to determine whether local remedies in the matter have been exhausted and to provide any additional information deemed useful to the County Board in reaching a decision.

**Final Decision of the County Board**

The County Board shall, within thirty (30) calendar days after the appeal is filed, determine whether the student should be permitted to enroll in the district of proposed enrollment. The County Board or the County Superintendent may extend the time period for up to an additional five (5) school days for good cause. The County Board may permit additional continuances for good cause. (Education Code 46601)

A decision shall be rendered on the appeal within three school days of the hearing unless the student's parent/guardian requests a postponement. (Education Code 46601)

Although the County Board has broad discretion, disposition of interdistrict attendance appeals will generally be based upon the presumptions that: (a) the student is normally required to attend school in the district of residence of either the parent or the legal guardian; (b) such issues should be settled by the district(s) involved; and (c) only in extraordinary situations would the County Board reverse the decisions of the district(s). The County Board′s scope of review of an interdistrict appeal includes determining whether the school district(s) acted in compliance with the Education Code regarding interdistrict transfers.

The County Board does not conduct the appeal hearing de novo. Instead, it acts as an appellate body and examines the record before it to ascertain whether:

(1) The district's policy was adhered to and consistently applied; and
(2) The district's decision is supported by substantial evidence.

The County Board grants deference to the decision made by the district and to existing district policies where the decision being appealed was made, and that the appeal process was adequately explained to the parent or guardian and will not override a lawful district policy absent a showing of substantial harm to the student.

In determining whether the appeal presents an extraordinary situation that supports a reversal of the decision made by the district, the County Board may consider the following factors:

(a) A substantial danger to the student's health or safety. There must be evidence of

threats or injuries to the student or evidence that the student's health, welfare or safety is otherwise in clear, present, and continuing jeopardy or danger at the school of required attendance.

(b) A severe hardship to parents or guardians, which is substantially greater than inconvenience, which would negatively affect the student's success in school. The parent or guardian must specify and describe the type of hardship in writing.

(c) Continuity of attendance involving situations where a student has been allowed to attend a school in a district of non-residency, but the district alters policy.

(d) The negative financial impact of educating the student (district of proposed enrollment) or losing the student (district of residence).

(e) Overcrowding/Lack of space for the student in the district of proposed enrollment, or evidence that the educational goals of the district will be otherwise impaired if it was required to admit the student and similarly situated students.

In applying these factors, the County Board may give them the weight it considers appropriate under the circumstances of each case.

The County Board ordinarily will not consider the following factors in determining whether an extraordinary situation exists:

(a) The academic performance or reputation of a district or school;

(b) Matters of preference or inconvenience to parents, the student, or the students' siblings caused by the parents' place of employment, transportation, child care or the availability of after-school options (unless considered under the district's policy) that will occur if the student is required to attend school in the student's district of residence.

The County Board shall either grant or deny an appeal on its merits. However, if new evidence or grounds for the request are introduced, the County Board may remand the matter to the district for further consideration. (Education Code 46601)

When the County Board determines that a student should be permitted to attend school in the district of proposed enrollment, the County Board shall also determine the applicable period of attendance, and the student shall be admitted to school in that district without delay. (Education Code 44601, 46602)

The County Board's discretion is limited to granting or denying an appeal to attend in a particular district and not with regard to an individual school. The interdistrict attendance appeal shall be denied unless the majority of all of the members of the County Board (regardless of the number of members hearing the appeal) vote to grant the appeal. Once the County Board has ruled on an appeal, it may not reconsider that ruling at a subsequent meeting.

Written notice of the decision by the County Board shall be delivered to the parent/guardian of the student and to both the district of residence and the district where the appeal decision was made. (Education Code 46602)

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**Policy Reference Disclaimer:**
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the County Superintendent of Schools or designee to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

| State | Description |
|---|---|
| Ed. Code 35146 | Closed sessions; student matters |
| Ed. Code 46600-46610 | Interdistrict attendance agreements |
| Ed. Code 48204 | Residency requirements for school attendance |
| Ed. Code 48209-48209.17 | Student attendance alternatives |
| Ed. Code 48660-48666 | Community day schools |
| Ed. Code 48900-48926 | Suspension and expulsion |
| Ed. Code 49073-49079 | Privacy of student records |
| Gov. Code 11455.20 | Contempt |
| Gov. Code 54950-54963 | The Ralph M. Brown Act |

| Federal | Description |
|---|---|
| 20 USC 1232 | Access to student records |

ADOPTED BY COUNTY BOARD: July 3, 1975
REVISED: January 6, 1994
April 7, 1994
June 12, 2008
December 2, 2010
December 11, 2014
November 3, 2022

# Information Item

Santa Barbara County Education Office
4400 Cathedral Oaks Rd, PO Box 6307, Santa Barbara, CA 93160-6307
Telephone: (805) 964-4711 • FAX: (805) 964-4712 • sbceo.org
Susan C. Salcido, Superintendent of Schools

**Santa Barbara County Board of Education**

**Personnel reports pertaining to SBCEO personnel, employed by the Santa Barbara County Superintendent of Schools**

The certificated and classified personnel reports are provided to the board as an information item.

## Certificated Personnel Report

Certificated employees are those whose positions require a specific credential issued by the California Commission on Teacher Credentialing.

The certificated personnel report is generated regularly and includes all actions made regarding employment of certificated employees at SBCEO such as appointments and separations.

## Classified Personnel Report

Classified employees are those whose positions do not require a state-issued credential. Since 1975, the Santa Barbara County Education Office has operated a Merit System for the classified service. Merit System law (Education Code § 45240-45320) provides that classified employees are selected, retained and promoted on the basis of merit and fitness, exclusive of discrimination due to actual or perceived race, color, ethnicity, age, religion, political affiliation, marital status, disability, gender, sexual orientation or national origin. The Personnel Commission, composed of three members, is the impartial body authorized by the state to be responsible for implementing and interpreting Merit System rules and adjudicating appeals on those facets of employment within its purview.

The classified personnel report is typically generated monthly and includes all personnel actions affecting classified employees at SBCEO such as appointments, changes to status, and separations.

# Santa Barbara County Board of Education

## Santa Barbara County Education Office

### Certificated Personnel Report
### December 12, 2025

| Appointments | | Effective Date |
|---|---|---|
| **Offer of Employment** | | |
| Harper, Shernice | Coordinator, Early Care and Education | November 12, 2025 |
| Lord Sarino, Vincent | Adapted Physical Education Specialist | November 3, 2025 |
| Pozos, Adelina | Community Outreach and Career Counselor | November 10, 2025 |

Santa Barbara County Board of Education

Classified Personnel Report

December 12, 2025

## Appointments

### *Limited Term/Substitute*

Lederle, Samantha — November 3, 2025
Student Worker • Special Education • Cathedral Oaks
• Hourly as needed

Morelos, Gabriela — October 23, 2025
Student Worker • Internal Services • Cathedral Oaks
• Hourly as needed

Moreno-Diaz, Leilani — October 22, 2025
Student Worker • Partners in Education • Hope
• Hourly as needed

Perez, Eric — October 22, 2025
Student Worker • Partners in Education • Hope
• Hourly as needed

Perez, Kalani — October 23, 2025
Paraeducator • Special Education • Various Sites
• Hourly as needed

Snyder, John — October 17, 2025
Paraeducator • Special Education • Various Sites
• Hourly as needed

### *Probationary*

Carlson, Chrystal — November 10, 2025
Behavioral Health Practitioner • Juvenile Court and Community Schools • Peter B. Fitzgerald Community School
87.5% • 11 months

Singh, Neal — November 6, 2025

Manager, Program Services • Partners in Education • Partners In Education
62.5% • 12 months

## Changes

### *Anniversary Increase*

Anderson, Michelle — November 1, 2025

Paraeducator • Special Education • Ralph Dunlap School DHOH
75% • 10 months

Chan, Tiana — November 1, 2025

Accounting Assistant • Internal Services • Fiscal Services - Budgeting
100% • 12 months

Coracero, Antonio — November 1, 2025

Paraeducator • Special Education • Ernest Righetti High School DHOH
81.25% • 10 months

Dulay, Amada — November 1, 2025

Administrative Assistant, Senior • School Business Advisory Services • School Business Advisory Services
100% • 12 months

Fonceca, Ernestina — November 1, 2025

Paraeducator • Special Education • Cuyama Elementary School
81.25% • 10 months

Funkhouser, Rose Mary — November 1, 2025

Paraeducator • Special Education • Cuyama Elementary School
81.25% • 10 months

Garcia, Alondra — November 1, 2025

Student Information Specialist • Transitional Youth Services • Transitional Youth South
100% • 12 months

Garza-Torrez, Karina — November 1, 2025

Alternative Payment Program Supervisor • Early Care and Education • Early Care and Education - Hope Center 4
100% • 12 months

Hamamoto, Rachel — November 1, 2025

Administrative Assistant, Senior • Internal Services • Fiscal Services
100% • 12 months

Hidalgo, Monique — November 1, 2025

Paraeducator • Special Education • Los Padres Head Start
43.75% • 10 months

Hurtado, Cecilia — November 1, 2025

Administrative Assistant • Human Resources • Human Resources Staff
100% • 12 months

Lane, Joseph — November 1, 2025

Computer/Network Technician, ITS • Information Technology Services • Cathedral Oaks
100% • 12 months

Lopez Heredia, Rodrigo — November 1, 2025

Accounting Technician • Internal Services • Accounting - Fiscal Services
100% • 12 months

Lopez, Lorena — November 1, 2025

Early Care and Education Provider Specialist • Early Care and Education • Hope Center
100% • 12 months

Lyons, V Roxanne — November 1, 2025

Educational Interpreter, American Sign Language, Certified • Special Education • Ralph Dunlap School DHOH 2
75% • 10 months

Martinez Velazquez, Salvador — November 1, 2025

Computer/Network Technician, ITS • Information Technology Services • Cathedral Oaks
100% • 12 months

Mayo, Christian — November 1, 2025
Payroll Technician • Internal Services • Payroll
100% • 12 months

Robles, Esther — November 1, 2025
Paraeducator • Special Education • Casmalia Preschool 1
87.5% • 10 months

Sakai-Hart, Michelle — November 1, 2025
Administrative Assistant • Student and Community Services • Student and Community Services
100% • 12 months

Sanchez, Eva — November 1, 2025
Office Assistant • Special Education • Speech/Language Services, McClelland 1
100% • 10 months

Sanchez, Sandra — November 1, 2025
Paraeducator • Special Education • Vision Services
75% • 10 months

Smith, Steven — November 1, 2025
Reprographics Supervisor • Communications • Reprographics Administration
100% • 12 months

Solorio, Maria — November 1, 2025
Paraeducator • Special Education • Casmalia Preschool 2
87.5% • 10 months

Thomas, Dennis — November 1, 2025
School Safety Liaison • Student and Community Services • Student and Community Services
100% • 12 months

Valeriano, Ashley — November 1, 2025
Accounting Assistant • Internal Services • Accounting - Fiscal Services
100% • 12 months

Weber, Max — November 1, 2025

Senior Software Engineer • Information Technology Services • Information Technology Services
100% • 12 months

Zepeda-Jimenez, Valeria — November 1, 2025

Paraeducator • Special Education • Cabrillo High School
81.25% • 10 months

***Differential - Add***

Burquez, Patricia — August 18, 2025

Paraeducator • Special Education • Oak Valley Preschool
87.5% • 10 months
Specialized Health Care

de los Cobos, Erin — August 18, 2025

Paraeducator • Special Education • Oak Valley Preschool
87.5% • 10 months
Specialized Health Care

Lorenzano Barajas, Karla — October 14, 2025

Paraeducator • Special Education • Martha Negus 2
81.25% • Hourly as needed
Specialized Health Care

Torres, Brianda — August 13, 2025

Paraeducator • Special Education • Martha Negus 1
81.25% • 10 months
Specialized Health Care

***Probation to Permanent***

Larson, Ariella — November 1, 2025

Educational Interpreter, American Sign Language, Certified • Special Education • Orcutt Jr HS DHOH
75% • 10 months

***Reassignment***

Ketz, Lailani — November 5, 2025

Paraeducator • Special Education • Robert Bruce Preschool
87.5% • 10 months
From Regency Preschool

Ramos, Sarah — October 27, 2025

Paraeducator • Special Education • Zaca Preschool
43.75% • 10 months
From Oak Valley Preschool

# Action Item

Santa Barbara County Education Office
4400 Cathedral Oaks Rd, PO Box 6307, Santa Barbara, CA 93160-6307
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Susan C. Salcido, Superintendent of Schools

# Resolution No. 2607

## ACQUISITION OF REAL PROPERTY

**WHEREAS**, the Santa Barbara County Board of Education ("Board") has determined that it is necessary to acquire certain real property within the County of Santa Barbara, located at 2811 Airpark Drive, Santa Maria, California, for North County programming and operating space for the Santa Barbara County Education Office; and

**WHEREAS**, the real property to be acquired ("Real Property") is more particularly described in the documents entitled "Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate" and addenda thereof (dated September 30, 2025), between the Airpark Drive, LLC and the Santa Barbara County Education Office ("Purchase Agreement"); and

**WHEREAS**, the owner of the Real Property is Airpark Drive, LLC ("Seller"); and

**WHEREAS**, Airpark Drive, LLC has agreed to sell the Real Property to the Santa Barbara County Education Office ("Buyer") on the terms, conditions and covenants as set forth in the Purchase Agreement; and

**WHEREAS**, it is in the best interest of the Santa Barbara County Education Office to acquire the said Real Property; and

**WHEREAS**, upon approval of this Resolution, the Board will have approved and ratified the action of Steve Torres, Real Property Negotiator, in entering into the Purchase Agreement between Airpark Drive, LLC, and the Santa Barbara County Education Office and executing a Certificate of Acceptance of the grant deed for the Real Property.

Now, **THEREFORE, BE IT RESOLVED** that the Board finds, determines, and orders as follows:

1. The foregoing recitals are hereby adopted as true and correct.
2. The aforementioned Purchase Agreement and the execution of a Certificate of Acceptance of the grant deed for the Real Property are hereby approved and ratified.
3. The Santa Barbara County Education Office's staff is directed and authorized to take steps necessary to acquire the Real Property and carry out the Project in accordance with said Agreements.
4. The Real Property Negotiator is authorized and directed to secure an appropriate policy of title insurance, execute any escrow instructions relating to the

Purchase Agreement, any supplementary escrow instructions and agreements as necessary to carry out the provisions of this authorizing Resolution, and to approve any amendments necessary to carry out the provisions of this authorizing Resolution.

The foregoing Resolution was adopted by the Santa Barbara County Board of Education at a regular meeting of the Board on the 12th day of December, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

| | |
|---|---|
| _____ | _____ |
| Marybeth Carty, President | Dr. Susan Salcido, Clerk/Secretary |
| Santa Barbara County Board of Education | Santa Barbara County Board of Education |

AIRCRE contracts

# STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

(Non-Residential)

Dated: September 30, 2025

**1. Buyer.**

1.1 Santa Barbara County Education Office ("SBCEO") , ("**Buyer**") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("**Seller**") (collectively, the "**Parties**" or individually, a "**Party**"), through an escrow ("**Escrow**") to close ~~30 or~~ See Attached Addendum days after the waiver or satisfaction of the Buyer's Contingencies, ("**Expected Closing Date**") to be held by Chicago Title Company, Trisha Kenney, Escrow Officer ("**Escrow Holder**") whose address is 225 Coast Village Rd., # E, Santa Barbara, CA 93108 , Phone No. 805-565-6900 , Facsimile No. _____ upon the terms and conditions set forth in this agreement ("**Agreement**"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "**Date of Agreement**" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

**2. Property.**

2.1 The real property ("**Property**") that is the subject of this offer consists of (insert a brief physical description) An approximately thirty-six thousand, three hundred forty (36,340) square foot, multi-story professional office building is located in the County of Santa Barbara , is commonly known as (street address, city, state, zip) 2811 Airpark Drive, Santa Maria, CA 93454 and is legally described as: to be provided in escrow (APN: 111-231-020 ).

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of Chicago Title Company ("**Title Company**"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: electrical distribution systems (power panel, bus ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (lines, jacks and connections only); space heaters; heating, ventilating, air conditioning equipment ("**HVAC**"); air lines; fire sprinkler systems; security and fire detection systems; carpets; window coverings; wall coverings; and electrical generator (collectively, the "**Improvements**").

2.4 The fire sprinkler monitor: ☐ is owned by Seller and included in the Purchase Price, ☐ is leased by Seller, and Buyer will need to negotiate a new lease with the fire monitoring company, ☑ ownership will be determined during Escrow, or ☐ there is no fire sprinkler monitor.

2.5 Except as provided in Paragraph 2.3, the Purchase Price does ~~not~~ include Seller's personal property, furniture and furnishings, with the exception of existing Tenant's personal property, furniture and furnishings and _____ all of which shall not be removed by Seller prior to Closing.

**3. Purchase Price.**

3.1 The purchase price ("**Purchase Price**") to be paid by Buyer to Seller for the Property shall be $9,900,000.00 , payable as follows: *(Strike any not applicable)*

(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price): $9,900,000.00

~~(b) Amount of "New Loan" as defined in paragraph 5.1, if any:~~

~~(c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s) of trust ("Existing Deed(s) of Trust") securing the existing promissory note(s) ("Existing Note(s)"):~~

~~(i) An Existing Note ("First Note") with an unpaid principal balance as of the Closing of approximately:~~

~~Said First Note is payable at _____ per month, including interest at the rate of _____% per annum until paid (and/or the entire unpaid balance is due on _____).~~

~~(ii) An Existing Note ("Second Note") with an unpaid principal balance as of the Closing of approximately:~~

~~Said Second Note is payable at _____ per month, including interest at the rate of _____% per annum until paid (and/or the entire unpaid balance is due on _____).~~

~~(d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the property, to secure the promissory note of Buyer to Seller described in paragraph 6 ("Purchase Money Note") in the amount of:~~

Total Purchase Price: $9,900,000.00

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3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.

**4. Deposits.**

4.1 ☑ Buyer has delivered to Broker a check in the sum of _____, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or ☑ within 2 ~~or~~ _____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder Buyer shall deliver to Escrow Holder a check in the sum of $297,000.00. If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

~~4.2 Additional deposits:~~

~~(a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.~~

~~(b) Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.~~

~~(c) If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.~~

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "**Deposit**"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is _____. NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release $100 of said monies to Seller as and for independent consideration for Seller's' execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4.5 Upon waiver of all of Buyer's contingencies the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach, or in the event that the Escrow is terminated pursuant to the provisions of Paragraph 9.1(n) (Destruction, Damage or Loss) or 9.1(o) (Material Change). See attached addendum for additional terms

~~**5. Financing Contingency.** *(Strike if not applicable)*~~

~~5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least _____% of the Purchase Price, on terms acceptable to Buyer. Such loan (**"New Loan"**) shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days following receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.~~

~~5.2 **If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within _____ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.**~~

~~5.3 If Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.~~

~~**6. Seller Financing.** (Purchase Money Note). *(Strike if not applicable)*~~

~~6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of _____% per annum, with principal and interest paid as follows: _____. The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.~~

~~6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (b)):~~

~~(a) *Prepayment*. Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.~~

~~(b) *Late Charge*. A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.~~

~~(c) *Due On Sale*. In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.~~

~~6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.~~

~~6.4 **WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.**~~

~~6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate,~~


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~~Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.~~

**7. Real Estate Brokers.**

7.1 Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this transaction with the following real estate broker(s) ("**Brokers**") and/or their agents ("Agent(s)"):

Seller's Brokerage Firm Pacifica Commercial Realty License No. 02092303 is the broker of (check one): ☐ the Seller; or ☑ both the Buyer and Seller (dual agent).

Seller's Agent Brian LaCabe/Christopher Garner License No. 01026699/01010310 is (check one): ☐ the Seller's Agent (salesperson or broker associate); or ☑ both the Seller's Agent and the Buyer's Agent (dual agent).

Buyer's Brokerage Firm Pacifica Commercial Realty License No. 02092303 is the broker of (check one): ☐ the Buyer; or ☑ both the Buyer and Seller (dual agent).

Buyer's Agent Brian LaCabe/Christopher Garner License No. 01026699/01010310 is (check one): ☐ the Buyer's Agent (salesperson or broker associate); or ☑ both the Buyer's Agent and the Seller's Agent (dual agent).

The Parties acknowledge that other than the Brokers and Agents listed above, there are no other brokers or agents representing the Parties or due any fees and/or commissions under this Agreement. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker, agent or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers and Agents named in paragraph 7.1, and no broker, agent or other person, firm or entity, other than said Brokers and Agents is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, agent, finder or other similar party, other than said named Brokers and Agents by reason of any dealings or act of the indemnifying Party.

**8. Escrow and Closing.**

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "**Closing**") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11.)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2 or disapproval of any other matter subject to Buyer's approval, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the $100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this Escrow is terminated for any reason other than Seller's breach or default, then as a condition to the return of Buyer's deposit, Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property.

**9. Contingencies to Closing.**

9.1 **IF, BEFORE EXPIRATION OF THE APPLICABLE TIME, BUYER FAILS TO PROVIDE ESCROW HOLDER WRITTEN NOTICE OF BUYER'S DISAPPROVAL OF ANY OF BUYER'S CONTINGENCIES OR ANY OTHER MATTER THAT IS SUBJECT TO BUYER'S APPROVAL IN THIS AGREEMENT, THEN BUYER SHALL BE CONCLUSIVELY DEEMED TO HAVE SATISFIED SUCH BUYER'S CONTINGENCIES AND/OR APPROVED OF SUCH OTHER MATTERS.** If a number of days is completed in any of the optional spaces in subparagraphs 9.1 (a) through (m), then such number shall apply and override the pre-printed number, even if the pre-printed number is not stricken. The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies:

(a) *Disclosure*. Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("**AIR**") standard form entitled "**Seller's**


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**Mandatory Disclosure Statement**") and provide Buyer with a completed Property Information Sheet ("**Property Information Sheet**") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 or _____ days following the Date of Agreement. Buyer has 45~~10~~ days from the receipt of said disclosures to approve or disapprove the matters disclosed.

(b) *Physical Inspection*. Buyer has ~~10 or~~ 45 days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report*. Buyer has ~~30 or~~ 45 days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "**Hazardous Substance**" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "**Hazardous Substance Condition**" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) *Soil Inspection*. Buyer has ~~30 or~~ 45 days following the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days following the Date of Agreement.

(e) *Governmental Approvals*. Buyer has ~~30 or~~ 45 days following the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

(f) *Conditions of Title*. Escrow Holder shall cause a current commitment for title insurance ("**Title Commitment**") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("**Underlying Documents**"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within 10 or _____ days following the Date of Agreement. Buyer has 10 days from the receipt of the Title Commitment, the Underlying Documents and the plot plan to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) *Survey*. Buyer has ~~30 or~~ 45 days following the receipt of the Title Commitment and Underlying Documents to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("**ALTA**") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) *Existing Leases and Tenancy Statements*. Seller shall within 10 or _____ days following the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "**Existing Leases**") affecting the Property, and with a tenancy statement ("**Estoppel Certificate**") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has ~~10~~45 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues.

(i) *Owner's Association*. Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with a statement and transfer package from any owner's association servicing the Property. Such transfer package shall at a minimum include: copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has 10 days from the receipt of such documents to satisfy itself with regard to the association.

(j) *Other Agreements*. Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with legible copies of all other agreements ("**Other Agreements**") known to Seller that will affect the Property after Closing. Buyer has ~~10~~45 days from the receipt of said Other Agreements to satisfy itself with regard to such Agreements.

(k) *Financing*. If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.

(l) *Existing Notes*. If paragraph 3.1(c) has not been stricken, Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "**Loan Documents**") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("**Beneficiary Statement**") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has ~~10 or~~ 45 days following the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 or _____ days following the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has ~~10 or~~ 45 days following the receipt of such documents to satisfy itself with regard to the form and content thereof.

(m) *Personal Property*. In the event that any personal property is included in the Purchase Price, Buyer has ~~10 or~~ 45 days following the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 or _____ days following the Date of Agreement.

(n) *Destruction, Damage or Loss*. Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than $10,000.00 to repair or cure. If the cost of repair or cure is $10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than $10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than $10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any

_____ _____
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insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(o) *Material Change*. Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "**Material Change**" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) *Seller Performance*. The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(q) *Brokerage Fee*. Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("**Brokerage Fee**"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.

9.2 The contingencies specified in subparagraphs 9.1(a) through (m) are for the benefit of, and may be waived by, Buyer, and are referred to collectively as "**Buyer's Contingencies**" and individually as a "**Buyer's Contingency**."

9.3 Buyer's timely and written disapproval or conditional approval of a Buyer's Contingency or any other matter that is subject to Buyer's approval in this Agreement shall constitute disapproval thereof ("**Disapproved Item(s)**"). Concurrent with notice of a Disapproved Item, Buyer may make a request to Seller regarding such Disapproved Item ("**Buyer's Request**"). If Buyer fails to make a timely and written Buyer's Request, then this Agreement shall terminate due to the non-satisfaction and non-waiver of a contingency. Seller may respond to a Buyer's Request within 10 days following Seller's receipt thereof ("**Seller's Response**"). Seller's acceptance of a Buyer's Request shall amend this Agreement accordingly. If Seller fails to provide a timely and written Seller's Response, then Seller's Response shall be deemed to be a rejection of Buyer's Request. Buyer may, within 10 days following the earlier of Buyer's receipt of a Seller's Response (which is not an acceptance of Buyer's Request) or the date of Seller's deemed rejection of a Buyer's Request ("**Buyer's Reply Period**"), reply to a Seller's Response ("**Buyer's Reply**") and elect to (i) terminate this Agreement due to the non-satisfaction and non-waiver of the applicable contingency, (ii) accept the Seller's Response in which event this Agreement shall be amended accordingly, or (iii) withdraw Buyer's Request and waive the Disapproved Item in which event Buyer shall accept the Property subject to the Disapproved Item. If Buyer fails to provide a timely and written Buyer's Reply, then Buyer shall be deemed to have elected to terminate this Agreement as of the end of the Buyer's Reply Period. The date Buyer accepts a Seller's Response or withdraws a Buyer's Request and waives a Disapproved Item shall be the date of Buyer's approval of the Disapproved Item. A Party shall provide to Escrow Holder copy of all notices of a Disapproved Item, Buyer's Request, Seller's Response and Buyer's Reply and Escrow Holder shall promptly provide copies thereof to the other Party. Unless the Parties in writing agree otherwise, if the Expected Closing Date is a specific calendar date and a Buyer's Reply Period expires after such specific calendar date, then notwithstanding paragraph 1.1, the Expected Closing Date shall be extended to be 3 business days after the earlier of the date Buyer withdraws a Buyer's Request and waives the applicable Disapproved Item or Buyer accepts the applicable Seller's Response.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

**10. Documents and Other Items Required at or Before Closing.**

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

(a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.

(b) If applicable, the Beneficiary Statements concerning Existing Note(s).

(c) If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.

(d) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

(e) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

(f) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.

(g) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.

(b) If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.

(c) The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.

(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.

(e) If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.

(f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title


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insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

**IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.**

**11. Prorations and Adjustments.**

11.1 *Taxes*. Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 *Insurance*. **WARNING**: Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 *Rentals, Interest and Expenses*. Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 *Security Deposit*. Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.

11.5 *Post Closing Matters*. Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 *Variations in Existing Note Balances*. In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("**Existing Note Variation**"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.

11.7 *Variations in New Loan Balance*. In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.

11.8 *Owner's Association Fees*. Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.

**12. Representations and Warranties of Seller and Disclaimers.**

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) *Authority of Seller*. Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) *Maintenance During Escrow and Equipment Condition At Closing*. Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

(c) *Hazardous Substances/Storage Tanks*. Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) *Compliance*. Except as otherwise disclosed in writing, Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

(e) *Changes in Agreements*. Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) *Possessory Rights*. Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) *Mechanics' Liens*. There are no unsatisfied mechanics' or materialmens' lien rights concerning the Property.

(h) *Actions, Suits or Proceedings*. Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) *Notice of Changes*. Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) *No Tenant Bankruptcy Proceedings*. Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) *No Seller Bankruptcy Proceedings*. Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) *Personal Property*. Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

12.4 Any environmental reports, soils reports, surveys, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

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**13. Possession.**
Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.

**14. Buyer's Entry.**
At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the re-compaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

**15. Further Documents and Assurances.**
The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

**16. Attorneys' Fees.**
If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

**17. Prior Agreements/Amendments.**
17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.
17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

**18. Broker's Rights.**
18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.
18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.

**19. Notices.**
19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email.
19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.
19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

**20. Duration of Offer.**
20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of Santa Maria on the date of October 10, 2025, it shall be deemed automatically revoked.
20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

**21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties).**
**THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF $297,000.00. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.**

Buyer's Initials _____ Seller's Initials _____

**22. ARBITRATION OF DISPUTES.** (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)
**22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF THE DEPOSIT SHALL BE DETERMINED BY BINDING ARBITRATION ADMINISTERED BY THE JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("JAMS") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED.**

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**SUCH CONTROVERSY SHALL BE ARBITRATED BY A SINGLE ARBITRATOR, APPOINTED UNDER THE COMMERCIAL RULES WHO HAS HAD AT LEAST 5 YEARS OF EXPERIENCE IN THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW OF THE JURISDICTION WHERE THE PROPERTY IS LOCATED, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE ARBITRATOR SHALL RENDER AN AWARD WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, WHICH MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF AND SHALL BE ACCOMPANIED BY A REASONED OPINION. THE FAILURE OR REFUSAL OF A PARTY TO PAY SUCH PARTY'S REQUIRED SHARE OF THE DEPOSITS FOR ARBITRATOR COMPENSATION OR ADMINISTRATIVE CHARGES SHALL CONSTITUTE A WAIVER BY SUCH PARTY TO PRESENT EVIDENCE OR CROSS-EXAMINE WITNESSES, BUT SUCH WAIVER SHALL NOT ALLOW FOR A DEFAULT JUDGMENT AGAINST THE NON-PAYING PARTY IN THE ABSENCE OF EVIDENCE AND LEGAL ARGUMENT AS THE ARBITRATOR MAY REQUIRE FOR MAKING AN AWARD. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.**

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Buyer's Initials _____ Seller's Initials _____

**23. Miscellaneous.**

23.1 **Binding Effect**. This Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed. Signatures to this Agreement accomplished by means of electronic signature or similar technology shall be legal and binding.

23.2 **Applicable Law**. This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 **Time of Essence**. Time is of the essence of this Agreement.

23.4 **Counterparts**. This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 **Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

23.6 **Conflict**. Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. **Seller and Buyer must initial any and all handwritten provisions**.

23.7 **1031 Exchange**. Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 **Days**. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

**24. Disclosures Regarding the Nature of a Real Estate Agency Relationship.**

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) *Seller's Agent*. A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(b) *Buyer's Agent*. A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) *To the Buyer:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) *Agent Representing Both Seller and Buyer*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the

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agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including Seller's willingness to accept a price less than the listing price or Buyer's willingness to pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Buyer has the duty to exercise reasonable care to protect Buyer, including as to those facts about the Property which are known to Buyer or within Buyer's diligent attention and observation. Both Seller and Buyer should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(d) *Further Disclosures*. Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 *Confidential Information.* Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

**25. Construction of Agreement.** In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

**26. Additional Provisions.**

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs i through iv. (If there are no additional provisions write "NONE".)

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**ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:**

**1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.**

**2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.**

**WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.**

**NOTE:**

1. **THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.**
2. **IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.**

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

Date: 10/08/2025

**BROKER**

Pacifica Commercial Realty

Attn: Brian LaCabe/Christopher Garner
Title: Agent/Agent

Address: 1431 S. Bradley Road, Santa Maria, CA 93455
Phone: 805-928-2800
Fax: ____
Email: blacabe@pacificacre.com/cgarner@pacificacre.com
Federal ID No.: ____
Broker DRE License #: 02092303
Agent DRE License #: 01026699/01010310

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**BUYER**

Santa Barbara County Education Office ("SBCEO")

By: _____
Name Printed: Steve Torres
Title: Associate Superintendent Administrative Services
Phone: (805) 964-4711
Fax: ____
Email: storres@sbceo.org

By: _____
Name Printed: ____

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Title: ____
Phone: ____
Fax: ____
Email: ____

Address: PO Box 6307, Santa Barbara, CA 93160-6307
Federal ID No.: ____

**27. Acceptance.**

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

27.2 In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee in a sum equal to 4 % of the Purchase Price to be divided between the Brokers as follows: Seller's Broker 2 % and Buyer's Broker 2 %. This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

**NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.**

Date: ____

**BROKER**

Pacifica Commercial Realty

Attn: Brian LaCabe/Christopher Garner
Title: Agent/Agent

Address: 1431 S. Bradley Road, Santa Maria, CA 93455
Phone: 805-928-2800
Fax: ____
Email:
blacabe@pacificacre.com/cgarner@pacificacre.com
Federal ID No.: ____
Broker DRE License #: 02092303
Agent's DRE License #: 01026699/01010310

**SELLER**

Airpark Drive, LLC

By: _____
Name Printed: Damien Mavis
Title: its manager
Phone: ____
Fax: 8057485546
Email: dmavis@covelop.net

By: _____
Name Printed: ____
Title: ____
Phone: ____
Fax: ____
Email: ____

Address: ____
Federal ID No.: ____

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# ADDENDUM TO THE STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

**Date:** September 30, 2025
**By and Between**
**Buyer:** Santa Barbara County Education Office ("SBCEO")
**Seller:** Airpark Drive, LLC
**Property Address:** 2811 Airpark Drive, Santa Maria, CA 93454
(street address, city, state, zip)

This Addendum is attached and made part of the above-referenced Agreement (said Agreement and the Addendum are hereinafter collectively referred to as the "Agreement"). In the event of any conflict between the provisions of this Addendum and the printed provisions of the Agreement, this Addendum shall control.

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**i. Closing Date (Section 1.1)**: The escrow shall close the earlier of 10 days after tenant vacates or 150 days after the release of all Buyer's contingencies and SBCEO Board Ratification of the Sale transaction (so long as tenant has vacated). Buyer is aware that the subject Property is partially occupied by a Tenant, and Seller is required to give said Tenant ninety (90) days' written notice to vacate. Buyer is unable to close escrow until property is free of tenants and/or other occupants. Seller to assume sole cost and responsibility for termination or discontinuation of existing leases and tenant removal. Upon Buyer's waiver and satisfaction of all contingencies and Board ratification, Seller shall notice Tenant to vacate and escrow shall close the earlier of one-hundred fifty (150) days after release of all Buyer's contingencies and SBCEO Board Ratification of the Sale transaction (so long as tenant has vacated) or 10 days after Tenant vacates the Premises. In the event that tenants have not vacated the premises by 150 days after waiver of all contingencies and Board ratification, Buyer has the right to terminate the sale transaction and Buyer shall be refunded its deposit.

**ii. Deposits (Section 4.5)**: Deposit shall be non-refundable, but remain in escrow, after Buyer's waiver and satisfaction of all contingencies and Board ratification, unless tenant still occupies the premises at 150 days after the release of all Buyer's contingencies and SBCEO Board ratification, at which point, Buyer may terminate the sale transaction without penalty and shall be refunded the deposit.

**iii. Additional Contingencies (Section 9)**: a) Seller shall not obtain any Leases on the Property or obligate the Buyer in any way while the Property is in escrow without Buyer's written approval. b) The Property Purchase is subject to SBCEO Board Approval/Ratification and escrow may not close until such ratification occurs. Buyer and Seller agree to the following SBCEO Board Approval/Ratification time line:
Buyer shall have 45 days (the "Due Diligence Period") after mutual execution of the purchase and sale agreement to notify Seller and the SBCEO Board of approval, disapproval, or waiver of contingencies. Buyer shall have thirty (30) days from Due Diligence approval, and SBCEO Board notification, to provide Seller with notice of SBCEO Board Approval/Ratification contingency removal. Upon SBCEO Board Approval/Ratification contingency removal, Seller shall, within five (5) days, notice existing Tenant to vacate the Premises. Seller shall notice Buyer upon Tenant vacating the subject Premises and escrow shall close ten (10) days thereafter as specified in "Section i". Closing Date (Section 1.1) above.

**iv. Preliminary Title Report (Section 9.1a)**: Within 10 days of opening of escrow, Escrow Holder shall cause to be prepared and delivered to Buyer a preliminary title report on the Property.

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v. **Exclusivity**: In consideration of the time and effort that Buyer will be committing to this undertaking, and in recognition of the time and expense necessary to successfully consummate the proposed transaction, Seller agrees that, upon execution of this Proposal, Seller will not offer to sell, finance, or otherwise dispose of (or solicit or accept any such offer involving the sale, financing, or disposition of) the Property or any interest therein or negotiate or otherwise enter into discussions for the sale, financing, or disposition of all or any part of the Property or any interest therein with any other party before the expiration of the Contingency Periods and the execution of the Purchase and Sale Agreement.

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# DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

**(As required by the Civil Code)**

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

## SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

## BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

## AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

## SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☑ Seller ☐ Lessor ☐ Lessee _____ Date: ____

☑ Buyer ☐ Seller ☐ Lessor ☐ Lessee _____ Date: 10/08/2025

Agent: Pacifica Commercial Realty DRE Lic. #: 02092303
Real Estate Broker (Firm)

By: Brian LaCabe/Christopher Garner DRE Lic. #: 01026699/01010310 Date: ____
(Salesperson or Broker-Associate)

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## DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
## CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

**2079.13**. As used in this section and Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
**(a)** "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to Section 10131.6 of the Business and Professions Code. **(m)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which they are the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(o)** "Buyer's agent" means an agent who represents a buyer in a real property transaction. **(p)** "buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of Section 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.

**2079.14**. **(a)** A copy of the disclosure form specified in Section 2079.16 shall be provided in a real property transaction as follows: **(1)** The seller's agent, if any, shall provide the disclosure form to the seller before entering into the listing agreement. **(2)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable before execution of a buyer-broker representation agreement and execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. **(b)** The agent providing the disclosure form specified in Section 2079.16 shall obtain a signed acknowledgment of receipt from the buyer or seller except as provided in Section 2079.15.

**2079.15.** In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

**2079.16** Reproduced on Page 1 of this AD form.

**2079.17(a)** As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.
**(C)** CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

**(d)** The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

_____ _____
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**2079.18** (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

**2079.19** The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

**2079.20** Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

**2079.21 (a)** A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

**2079.22** Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

**2079.23 (a)** A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

**2079.24** Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.


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