

**CHARTER FACILITIES USE AGREEMENT
BY AND BETWEEN
SANTA BARBARA UNIFIED DISTRICT AND
SANTA BARBARA CHARTER SCHOOL**

This Facilities Use Agreement (“Agreement”) is made by and between Santa Barbara Unified School District (“District”) and Santa Barbara Charter School (“Charter School”), a California public charter school as a non-profit public benefit corporation. This Agreement shall be enforceable only following execution by the parties and ratification or approval by the governing boards of each of the Parties.

RECITALS

WHEREAS, the District is the owner of certain real property located at 6100 Stow Canyon Road, Goleta, California 93117 (the “Site”) (see Site Plan attached as Exhibit A).

WHEREAS, the Charter School is duly formed and approved by the District under the laws of the Charter Schools Act of 1992 (Education Code §§ 47600, *et seq.*) and has been in beneficial occupation and in use of the facilities located at the Site from the 1993-1994 school year to present.

WHEREAS, the Charter School desires to continue its use of certain District facilities located on the Site for its public charter school program during the 2014-2015 school year.

WHEREAS, the Charter School did not submit a request for facilities in accordance with Education Code section 47614 (“Prop 39”) for the 2014-2015 school year, and accordingly this Agreement is not governed by Prop 39 or its implementing regulations.

AGREEMENT

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows.

1. **Recitals.** The recitals set forth above are incorporated herein and made part of this Agreement.
2. **Facilities.** For the Term of this Agreement, the District grants use to the Charter School of the Site facilities identified in Exhibit A attached to this Agreement for the educational purposes set forth in the Charter School’s charter. The Charter School shall not have exclusive use of the Site. The Charter School shall have full and exclusive use of the following classrooms, administrative space, and other facilities on the Site as noted in Exhibit A: Room numbers 412, 413, 414 west, 414 east, 415, 416, 501A, 501B, 502A, 505, 506, 507, 508, 905; modular rest rooms near Room 905; the boys and girls restrooms on the north side of the 500 wing; the boys and girls restrooms on the south end of the 600 wing; and the grounds north of the 500’s rooms and north of the assigned 400’s rooms.

The District reserves the right to move the Charter School after the Term (as defined below) if it becomes necessary to do so.

3. Term. The term of this Agreement shall be coterminous with the Charter term.
4. Facilities License Fee. During the Term of this Agreement, the Charter School shall pay District a Facilities License Fee. The parties agree that the Facilities License Fee is for the Charter School's use of the Facilities and does not constitute, create or otherwise establish a commercial tenancy between the Parties or imbue the Charter School with any rights of a commercial tenant. The rent or facility license fee will be determined pursuant to the calculations noted on Exhibit B and be paid at year end.

If any payment is made more than fifteen (15) days after the Due Date, a late fee of one percent (1%) shall apply and interest shall accrue thereafter on such late payment commencing thirty (30) days after the Due Date, provided, however, that no interest shall accrue on said late fee. The interest charged shall be computed at the then-current discount rate established by the Federal Reserve Bank of San Francisco plus five percent (5%), or the maximum rate permitted by law. The payment by Charter School of any late fees or interest shall in no event excuse or cure any default by the Charter School nor waive District's legal rights and remedies with respect to such default.

5. Enrollment. The Parties agree that the safety of the Charter School's students and the general public is paramount, and that the Site will only safely accommodate 260 in-classroom students, and therefore during the Term of this Agreement, the Charter School agrees to limit its enrollment at the Site to 260 students.

6. Conditions of Use.

(a) *Public Charter School.* The Facilities shall be used and occupied by the Charter School for the sole purpose of operating a California public charter school and for no other purpose without the written consent of the District.

(b) *Rights of the District.* The Charter School shall not do or permit anything to be done in or about the Facilities that will in any way obstruct or interfere with the rights of the District or injure the District or use or allow the Facilities to be used for any unlawful purpose, nor shall the Charter School cause, maintain or permit any nuisance in or about the Facilities. The Charter School shall not commit or suffer to be committed any waste in or upon the Facilities.

(c) *Illegal Uses.* The Charter School shall not use the Facilities or permit anything to be in or about the Facilities that will in any way conflict with any applicable law, ordinance, or governmental rule or regulation. The Charter School shall at its sole cost and expense comply with all applicable laws now in force or which may hereafter be in force relating to or affecting the use or occupancy of the Facilities by the Charter School. The judgment of any court of competent jurisdiction or oversight body or the admission of the Charter School in any action involving the Charter School, whether the District be a party thereto or not, that the Charter School has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of the fact as between the District and the Charter School. The Charter School further agrees to comply with its charter as it relates to use of District Facilities.

(d) *District Responsibility.* The District has and will continue to ensure that, for the

duration of the Term of this Agreement, the Facilities comply with all applicable laws governing charter school facility use (for example, the ADA, CEQA, State and local building codes, environmental laws including asbestos, lead, etc.). If any portion of the Facilities is found to be out of compliance, the District shall ensure, within reasonable time limits, that such Facilities are brought into compliance with such applicable law, except to the extent that the Facilities' noncompliance with applicable law is a direct result of the Charter School's modification or alteration of the Facilities after the effective date of this Agreement, in which case the Charter School, at its sole cost and expense, will make any and all alterations, improvements, additions and/or repairs to the Facilities necessary to ensure such compliance with applicable law.

(e) *Security.* The Charter School shall be responsible for the security of the Facilities, including all of the equipment and furnishings contained therein, in a manner that reasonably prevents or deters the theft or destruction of District property. Such reasonable measures may include, but are not limited to, locking doors and windows, setting alarms, keeping valuable materials out of public view or restricting access to the Facilities. If Charter School desires to make alterations or improvements to the Facilities as a result of its obligation to maintain the security of the Facilities or its contents, then Charter School must follow the procedures stated in section 12 ("Alterations and Additions") prior to making any such alterations or improvements, including but not limited to the changing door locks, the placement of surveillance cameras and the installation of alarms or deterrent devices.

7. Furnishings and Equipment. The furnishings and equipment on the Facilities at the beginning of the Term of this Agreement are a combination of District and Charter School property. The Charter School shall compile an inventory of both District and Charter School furnishings and equipment by June 30, 2014. The furnishings and equipment to be provided by the District for the Facilities are those furnishings and equipment that exist in or around the Facilities as of June 30, 2014. These furnishings and equipment are not provided pursuant to Prop 39, nor is the District required to provide any additional furnishings and equipments in compliance with Prop 39. The Charter School is responsible for any furnishings and equipment over and above those provided by the District, and is responsible for securing adequate insurance on the Charter School's property as otherwise set forth in the MOU between the Parties.

The Charter School shall return all District furniture, fixtures and equipment to the District in like condition at the termination of this Agreement, excepting ordinary wear and tear. Upon return of the furniture, fixtures and equipment, the District will inspect said items within sixty (60) calendar days. The Non-Profit shall be responsible for costs to repair or replace furniture, fixtures and equipment in like condition, excepting ordinary wear and tear. All furniture, fixtures and equipment that are not the property of the District or are not otherwise reimbursed by the District shall remain the property and under the ownership of Charter School and shall be disposed of according to the provisions of the approved charter petition.

8. Utilities. The Charter School shall, pay utilities as calculated in Exhibit B. The Charter School shall comply with all District energy conservation policies in regard to use of the Facilities, as amended from time to time, including, but not limited to Board Policy 3511.

9. Warranties. The Charter School acknowledges and agrees that neither the District nor any of its agents, representatives, members, attorneys, devisees, trustees, executors, transferees, predecessors or successors, have made, and the District hereby disclaims, any representation or

warranty, express or implied, concerning the Site, the physical or environmental condition of the premises or any other property beneath, adjacent to or otherwise related to the premises.

10. Signage. The Charter School shall be allowed to place signage on the exterior of the Facilities. The District will keep its own signage exhibited at the Site, identifying the school as operated or formerly operated by the District. The District shall have final approval over the design, content and location of the Charter School's signage, but shall not unreasonably deny such design, content or location. The Charter School must remove the signage upon termination of this Agreement. The Charter School must restore the Facilities, following removal of the signage, to the condition existing prior to installation of the signage to District's reasonable satisfaction. All such signage shall be subject to compliance with all applicable laws at the Charter School's sole cost.

11. Maintenance.

(a) *Routine Operations and Maintenance.* The Charter School shall be responsible, at its sole costs and expense, for obtaining and providing routine custodial and maintenance services at the Facilities. The Charter School shall be responsible for providing the wiring and necessary management information systems ("MIS") infrastructure, and for maintaining it in its condition as of the Effective Date of this Agreement. Any upgrades or improvements to the wiring/MIS infrastructure shall be the responsibility of the Charter School in its compliance with section 12 ("Alterations and Additions") of this Agreement. The Charter School is responsible for the cost of internet services to the Site. The Charter School shall comply with the District's policies regarding the operations and maintenance of the Facilities and furnishings and equipment. Any and all persons who perform custodial and grounds maintenance and other routine operations and maintenance shall be qualified to perform the work, and the work done shall be in a workmanlike manner consistent with the District's standards and practices.

(b) *Major Facilities Maintenance Costs.* The District shall bear all major facilities maintenance costs with respect to the buildings and grounds of the Facilities, except to the extent major facilities maintenance is required as a result of the Charter School's negligent or intentional acts during its occupancy of the Facilities and is beyond the scope of maintenance provided at other Districts for such major facilities maintenance costs. "Major facilities maintenance" shall include all non-routine maintenance, replacement and repair services, including major maintenance and replacement of the roof and flooring, exterior and interior painting, mechanical systems (heat, ventilation, air conditioning, electrical and plumbing), and other major maintenance and upgrades, at a level which the District normally utilizes funding from the State or local facilities bond process, developer fees, redevelopment agency revenue and other non-operational sources not provided to the Charter School. Any other kinds of maintenance shall be considered routine maintenance and therefore the responsibility of the Charter School. To the extent that in any fiscal year the District's necessary major facilities maintenance costs for the Facilities are not funded by the State or other non-operational sources or are underfunded, during that fiscal year the District shall undertake major facilities maintenance at the Facility only to the extent and on the same level that the District undertakes such maintenance at its other facilities.

(b) *Hazardous Materials.* The Charter School shall not keep or maintain any hazardous substance, other than ordinary clearing supplies and waste, on or in the Facilities without District's prior written approval. The Charter School shall promptly give notice to

District of any hazardous substance dispersal or spill or hazardous materials claim of which it is aware. Should any discharge, leakage, spillage, emission or pollution of hazardous substance of any type as defined in this section occur in or upon the Facilities due to the Charter School's use and occupancy thereof, Charter School, at its sole cost and expense, shall be obligated to clean all the affected property to the satisfaction of District and any governmental agencies having jurisdiction over the Facilities. For the purposes of this Agreement, a "hazardous substance" shall mean any products, substances, chemical, material, or waste whose presence, nature, quantity, and/or intensity of existence, use manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be in or on the Facilities is either (a) potentially injurious to public health, safety, welfare, the environment or the Facilities; (b) regulated or monitored by any governmental authority; or (c) a basis for the District's liability to any governmental agency or third party under any applicable statute or common law theory. Hazardous substances shall include, but are not limited to, hydrocarbons, MTBE, petroleum, gasoline, crude oil, or any products, by-products or fractions thereof.

(c) *Surrender.* Upon the expiration or earlier termination of this Agreement, the Charter School shall surrender the Facilities and equipment in the same condition as received, ordinary wear and tear excepted.

12. Alterations and Additions. The Charter School shall add no fixtures, as that term is defined in Civil Code section 660 ("Fixtures"), to the Facilities or any part thereof, or otherwise permanently alter the Facilities without obtaining the prior written consent of the District's Superintendent or designee. Any such Fixtures at the Facilities requested by the Charter School shall be paid for by the Charter School and shall be contracted for and performed in accordance with all applicable law.

Upon receipt of a request to make an improvement to the Facilities, the District shall evaluate the request and respond to the request in writing within thirty (30) business days. District's approval of any improvements, including the construction schedule, contracts, work hours and modifications, shall be at the District's sole discretion. Any persons who perform alterations and additions as defined in this section must be qualified to do so, and must perform the work in a workmanlike manner consistent with the District's standards and practices and in compliance with all laws applicable to charter schools, including building codes and prevailing wage laws. No alterations or additions may be performed by Charter School personnel, vendors or volunteers, unless the Charter School receives express written permission of the District's Superintendent or designee. In the absence of such express written approval, all work must be performed by District personnel or administered by the District. During the construction of any alterations and/or additions constructed pursuant to this section, District or District's agent shall have a continuing right to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students.

The District may impose as a condition to the aforesaid consent such requirements as the District may deem necessary in its sole discretion, including without limitation, the manner in which the work is done, a right of approval of the contractor by whom the work is to be performed, the times during which it is to be accomplished and the consent of the Division of the State Architect, if necessary.

Title to all Fixtures shall vest in the District or, at the District's request, any or all Fixtures shall

be removed from the Facilities upon the expiration or earlier termination of this Agreement.

If the Charter School adds an alteration or addition to the Facilities in violation of this section, the District may, in its discretion, direct the Charter School to remove the offending alteration and/or improvement and return the Facilities to its original condition in a reasonable time as to be determined by the District. Charter School shall bear the full cost of removal of any and all offending alterations and addition, and shall, at its sole expense, return the Facilities to its condition.

13. Entry by District. The District, its agents, representatives or employees, may enter the facilities at any time to inspect the Facilities and Site, to supply any service to be provided by the District to the Charter School hereunder to alter, improve or repair the Facilities or in the case of emergency. The District shall conduct a Site visit to determine compliance with this Agreement at least once every six (6) months.

The District may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed so long as the Charter School operations do not suffer unreasonable interference. The District agrees to use its best efforts at all times to keep any interference to the academic programs at Charter School to a minimum. The Charter School waives any claim for damages for inconvenience to or interference with the Charter School's business, and any loss of use of the Facilities related to the District's entry for the purposes identified in this Section.

14. Employees, Contractors, and Independent Contractors. The Charter School and the District, their employees, agents, vendors, contractors and subcontractors shall comply with all applicable requirements related to access to the Facilities and protection of minor students, including but not limited to fingerprinting and background checks, as set forth in Education Code Sections 42125.1 and 45125.2.

15. Insurance. The Charter School shall comply with the insurance provisions within its charter and the MOU executed between the parties. During the term of this Agreement, the District shall continue to maintain insurance against claims for injuries to persons or damages to property (real and personal, including any personal property of the District) in amounts equal to that maintained by the District prior to the Charter School's occupancy of the Facilities.

The Charter School shall, at its own cost and expense, maintain first party property insurance for the Facilities as otherwise set forth in the MOU. The Charter School shall not do or permit anything to be done in or about the Facilities nor bring or keep anything therein which will in any way increase the existing insurance rate or affect any fire or other insurance upon the Facilities, or any of the contents (unless the District gives its prior approval and the Charter School pays an increased premium as a result of such use or acts) or cause a cancellation of any insurance policy covering said Facilities or any part thereof or any of its contents, nor shall the Charter School sell or permit to be kept, used or sold in or about the Facilities any articles which may be prohibited by a standard form policy of fire insurance. The Charter School shall provide adequate and appropriate supervision for Charter School students and employees using the Facilities.

16. Indemnity. The Charter School, individually and collectively, shall indemnify, hold harmless and defend the District, its Board of Education, the members of its Board of Education

officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liabilities, expenses and costs for any injury, death or damage to any person or property arising from the Charter School's use of the Facilities, excepting those claims, demands, actions, suits, losses, liabilities, expenses and costs arising from the negligent or intentional acts of the District, its employees, agents, officers and invitees.

The Charter School, individually and collectively, shall indemnify, hold harmless and defend the District, its Board of Education, the members of its Board of Education, officers, employees and agents against and from any and all claims arising from any breach or default in the performance of any obligation on the Charter School's part to be performed under the terms of this Agreement, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

The District shall indemnify, hold harmless and defend the Charter School, its trustees, officers, and agents against and from any and all claims, demands, actions, suits, losses, liabilities, expenses and costs for any injury, death or damage to any person or property arising from the District's conduct of business at the Facilities, excepting those claims, demands, actions, suits, losses, liabilities, expenses and costs arising from the negligent or intentional acts of the Charter School, its employees, agents, officers and invitees.

The District shall further indemnify, hold harmless and defend the Charter School against and from any and all claims arising from any breach or default in the performance of any obligation on the District's part to be performed under the terms of this Agreement, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any such claim or any action or proceeding thereon.

In the event of a third party claim or potential claim covered by these provisions, the parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, and in expediting all reasonable or necessary efforts to gain coverage for the parties under any liability policy or indemnity agreement issued in favor of the Non-Profit, including indemnity rights or agreements existing in contracts between the Non-Profit and any third party (such as contract with a supplier of goods or services), and further including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

17. Damages to or Destruction of School Site.

(a) *Cost.* The cost of restoring the Facilities under this section shall be borne by the Charter School if the cause of the casualty is the negligence or intentional act of the Charter School, its employees, agents, students or invitees. The cost of restoring the facilities under this Section shall be borne by the District if the cause of the casualty is the negligence or intentional act of the District, its employees, agents or invitees. The parties shall tender the cost of restoring the Facilities to their respective insurance carriers if the casualty is caused by a third party.

(b) *Partial Damage – Insured.* If the Facilities are damaged by any casualty which is covered under fire and extended coverage insurance carried by District, then District may restore such damage provided insurance proceeds are available to pay eighty percent (80%) or more of the costs of restoration and provided such restoration can be completed within ninety (90) days after the commencement of the work in the opinion of a registered architect or engineer

appointed by the District. In such event this Agreement shall continue in full force and effect, except that Charter School shall be entitled to proportionate reduction of Facilities License Fee payments while such restoration takes place, such proportionate reduction to be based upon the extent to which the restoration efforts interfere with Charter School's business in the Facilities. The District shall provide the Charter School alternative space in the District for any part of the Charter School program that is displaced by the partial damage and/or the repair work to the same. If the Charter School secures alternative space then there shall be no diminution in the Facilities License Fee payments during the period of the restoration.

(c) *Total Destruction.* If the Facilities are totally destroyed (defined as the destruction of more than fifty percent (50%) of the usable classroom space) or the Facilities cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the destruction. Immediately upon the effective date of the destruction, the District must provide a reasonably equivalent school facility to the Charter School as soon as reasonable so as to avoid any interruption in the educational program of the Charter School.

18. Liens. Charter School shall keep the Facilities free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of the Charter School. Notwithstanding anything stated herein to the contrary, if Charter School fails to promptly release and remove any such lien, District, at its sole option, may immediately (but shall not be obligated to) take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by District in connection with such lien shall be immediately due and payable by Charter School.

19. Holding Over. Charter School shall not remain in possession of the Facilities or any part thereof after the expiration of this Agreement or after termination thereof without the express written consent of the District. Notwithstanding the foregoing, if the Charter School holds over, the Charter School shall pay the monthly Facilities License Fee plus all other charges payable required by this Agreement. A holdover by the Charter School shall not trigger any additional term. The District shall have the right to remove the Charter School and revoke its license to use the Facilities at any time after the expiration of the Term or termination of the Agreement.

20. Assignment and Subletting. The Charter School may not assign its rights or license under this Agreement or sublet any portion of the Facilities with the prior written consent of the District.

21. Rules, Regulations and Law. The Charter School and its agents, employees, students, visitors and invitees shall observe and comply fully and faithfully with all reasonable and nondiscriminatory policies, rules, and regulations adopted by the District for the care, protection, cleanliness and operation of the Facilities and the Facilities' furnishings and equipment, and shall comply with all applicable laws.

22. Termination and Renewal. Charter School's right to exclusive use of the Facilities shall be conterminous with the term of this Agreement. Upon the expiration of the Term of this Agreement, the right to exclusive use and occupation of the Facilities shall revert back to the District, subject to the parties' negotiation of a successor Agreement and the renewal of the Charter School's charter.

23. Default by Charter School. The occurrence of any one or more of the following events shall constitute a default and material breach of this Agreement by Charter School or Non-Profit:

(a) The failure by Non-Profit to utilize the Facilities for the sole purpose of operating the Charter School.

(b) The failure by Charter School to make timely payment of any fees, including the Facilities License Fee, under this Agreement.

(c) The failure by Non-Profit or Charter School to observe or perform any of the material express covenants, conditions or provisions of this Agreement.

(d) The Charter School's cessation of operations for any reason.

(e) The Charter School's vacation or abandonment of the Facilities before the expiration of the Agreement.

(f) The revocation or termination of the Charter School's charter. Notwithstanding the foregoing, this Agreement shall not be terminated pursuant to this provision provided that the Charter School continues to operate in accordance with the terms of this Agreement and is diligently pursuing a statutory appeal of the revocation or nonrenewal of its charter.

In the event of any material default or breach, as described in Subsections (a), (b) and (c), the District may, but shall not be obligated to, terminate this Agreement and the Charter School's right to use the Facilities upon fifteen (15) days written notice thereof to the Charter School if the default is not cured within the fifteen (15) day period. If the nature of the default is such that the same cannot be reasonably cured within said fifteen (15) day period, the Charter School shall not be in default if the Charter School shall within such fifteen (15) day period commence such cure and thereafter, diligently prosecute the same to completion. In no event shall such period to cure exceed thirty (30) days without the prior express, written consent of the District.

In the event of any other material default or breach by Charter School or Non-Profit, District may, but shall not be obligated to, terminate this Agreement and the Charter School's right to use the Facilities upon thirty (30) days written notice thereof to the Charter School if the default is not cured within the thirty (30) day period. If the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period, the Charter School shall not be in default if Charter School shall within such thirty (30) day period commence such cure and thereafter, diligently prosecute the same to completion. In no event shall such period to cure exceed sixty (60) days.

Upon termination, District shall retain the right to recover from Charter School, without limitation, any amounts due under this Agreement or applicable law. Unpaid Facilities License Fees shall bear interest from the date due at the maximum legal rate.

25. Waiver. The waiver by either party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same under any other term, covenant or condition herein contained. The subsequent acceptance of any change hereunder by District or payment of any charge by Charter School

shall not be deemed to be a waiver of any preceding default by Charter School or District of any term, covenant or condition of this Agreement, other than the failure of the Charter School to pay the particular charge so accepted, regardless of District's knowledge of such preceding default at the time of the acceptance of such charge.

26. Headings. The headings and article titles to the articles of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part hereof.

27. Successor and Assigns. The covenants and conditions herein contained, subject to the provisions as to the assignment, apply and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

28. Amendment. No provision of this Agreement may be amended or modified except by an agreement in writing signed by the parties hereto.

29. Construction. Each of the parties acknowledges and agrees that this Agreement is to be construed as a whole according to its fair meaning and not in favor of or against any of the parties as draftsman or otherwise.

30. Venue. Any action or proceeding by any Party to enforce the terms of this Agreement shall be brought solely in the Superior Court of the State of California for the County of Santa Barbara.

31. Applicable Law. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter that have legal contracts and relationships exclusively in California.

32. Severability. If any provision or any part of this Agreement is for any reason held to be invalid, unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

33. Prevailing Authority. In the event of a conflict between the law and the terms of this Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. In the event of a conflict between the terms of the charter and the terms of this Agreement, the terms of this Agreement shall prevail. In such case, the parties shall meet and confer to determine how to correct any conflicts so this Agreement complies with the charter.

34. Prior Agreements. This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose.

35. Subject to Approval by Governing Board. This Agreement will not be effective unless approved or ratified by the District's Governing Board.

36. Notices. All notices and demands that may be or are required or permitted to be given by either Party to the other hereunder shall be in writing. All notices must be sent or delivered to the official representatives of the parties as follows:

To the District:

Santa Barbara Unified School District
Attn: Superintendent
720 Santa Barbara Street
Santa Barbara, CA 93101
Facsimile: (805) 962-3146

To the Charter School or Non-Profit:

Santa Barbara Charter School
Attn: Director of Operations
6100 Stow Canyon Way
Goleta, CA 93117
Facsimile: (805) 967-6382

All notices and demands that may be or are required to or permitted to be given by either party to the other may be sent by United States mail, postage prepaid, to the parties, and shall be considered received on the next business day after they have been postmarked.

All notices and demands that may be or are required to or permitted to be given by either party to the other may also be sent by facsimile, and shall be considered received on the business day they are sent, or the following business day if transmission occurred on a weekend or federal holiday.

37. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Signatures transmitted via facsimile or portable document format (“pdf”) to other parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

38. Attorneys’ Fees. If either party files any action or brings any proceedings arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys’ fees as otherwise set forth by Civil Code Section 1717.

39. Warranty of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written. By signing below, each party represents that this Agreement has been approved and ratified by its Board in accordance with any applicable provisions of law or policy.

Date: _____

Date: _____

School District

Charter School

Approved and ratified this _____ day of _____, 2014 by the Board of Education of the Santa Barbara Unified School District by the following vote:

AYES: _____

NOES: _____

Abstentions: _____

Secretary to the Board of Education

Approved and ratified this _____ day of _____, 2014 by the Circle of Trustees of the Charter School by the following vote:

AYES: _____

NOES: _____

Abstentions: _____

Secretary to the Circle of Trustees