

Santa Barbara County Education Office

BOARD BOOK and AGENDA



December 2024



SANTA BARBARA COUNTY BOARD OF EDUCATION

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

REGULAR MEETING

December 13, 2024 – 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/87565837735?pwd=KXjISUahICTvO0BEf970ducMx2LkXQ.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. 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

7. Appointment in Lieu of Election

Pursuant to the Elections office, the following qualified person has been appointed in lieu of election:

- Trustee Area No. 7 Vedamarie Ruiz Alvarez Flores

8. Administration of Oath of Office

Santa Barbara County District Attorney John Savrnoch will administer the oath of office to the elected representatives of Trustee Areas No. 3, 4, and 6; the re-elected representative in Trustee Area No. 2; and the appointed in lieu of election representative in Trustee Area No. 7, to begin their new four-year or two-year terms, as appropriate, beginning December 2024:

- Trustee Area No. 2 Nadra Ehrman
- Trustee Area No. 3 Sarah Anne Read
- Trustee Area No. 4 Guy R. Walker
- Trustee Area No. 6 Katya Armistead
- Trustee Area No. 7 Vedamarie Ruiz Alvarez Flores (2-year term)

9. Review of Board Committees
(Attachment)

The president will review the current board committees:

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

10. Committee Name Change

The Board Organization and Development Committee will give a report and the board will consider changing the committee name to the Board Organization and Governance Committee.

MOVED:

SECONDED:

VOTE:

11. 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.

12. Proposed Schedule of Meetings
(Attachment)

The Board Organization and Development Committee will give a report and the board will vote on the schedule of meetings for 2025. Regular meetings of the board for 2025 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: March 13, June 12 and October 9. Additionally, the second meeting in June, on June 18, and the August 14 meeting, will be dual-location meetings in both Santa Barbara and Santa Maria, connected via videoconference. The following are a couple of exceptions to meeting on the second Thursday of the month:

- June – the second meeting in June will be held on the third Wednesday of the month, June 18, 2025, at approximately 10 a.m.
- December – the meeting will be held on the second Friday of the month, December 12, 2025

MOVED:

SECONDED:

VOTE:

13. Election of Officers

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

- President
- Vice President

MOVED:

SECONDED:

VOTE:

14. Review of Board Representatives

The president will review the board representative to the following:

- Santa Barbara County School Boards Association Executive Committee

SUPERINTENDENT'S REPORT

15. 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.

16. Minutes of Meeting Held November 14, 2024
(Attachment)

17. 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, 2024 to November 6, 2024, and the issuance of temporary county certificates for that same time period.

18. Declaration of Surplus
(Attachment)

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

- Communications
- Early Care and Education

19. 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 2025, per Education Code Section 38110.

Motion to approve all consent items:

MOVED:

SECONDED:

VOTE:

INFORMATION ITEM

20. Personnel Report
(Attachment)

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

ACTION ITEMS

21. Board Orientation Binder and Revised Board Webpage

The Board Organization and Development Committee will present the board orientation binder and the revised board webpage, <https://s.sbceo.org/l>, for the board to consider for approval.

MOVED:

SECONDED:

VOTE:

22. 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:

**23. Recommended Approval of Change Order
(Attachment)**

The superintendent recommends approval of the change order (#1) for the Santa Barbara County Education Office's Curriculum and Instruction Division construction project (# 01-24-25).

MOVED:

SECONDED:

VOTE:

CLOSED SESSION

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

Conference with real property negotiator. Properties: 1) property in Santa Maria, CA; 2) leased property at 4400 Cathedral Oaks Road, Santa Barbara, CA. Agency designated representatives: Dr. Susan Salcido, superintendent, and Steve Torres, associate superintendent. Negotiating parties: [confidential] for Santa Maria property and County of Santa Barbara. 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

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

The superintendent recommends the adoption of Resolution No. 2509 regarding the ratification of the purchase of real property located 528 South Broadway in Santa Maria on the terms and conditions set forth in the Purchase and Sale Agreement and Escrow Instructions, dated September 6, 2024, and amended by addendum on September 18, 2024 and November 5, 2024.

[Roll Call Vote:]

MOVED:

SECONDED:

VOTE:

FUTURE AGENDA ITEMS

- 26. Future agenda items**

ADJOURNMENT

- 27. Adjournment to the next regular meeting to be held January 9, 2025.**

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

2025 Board Committee Assignments

- **Organization and Development**

Vedamarie Alvarez Flores - Chair
Nadra Ehrman
Judy Frost

- **Policy**

Marybeth Carty - Chair
Katya Armistead
Sarah Read

- **Budget**

Judy Frost - Chair
Vedamarie Alvarez Flores
Guy Walker

- **Community Relations**

Nadra Ehrman - Chair
Marybeth Carty
Sarah Read

- **Legal**

Judy Frost - Chair
Nadra Ehrman
Guy Walker

- **Salary**

Marybeth Carty - Chair
Vedamarie Alvarez Flores
Katya Armistead



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Susan C. Salcido, Superintendent of Schools

Santa Barbara County Board of Education Proposed Meeting Dates 2025

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 9, 2025	Thursday	Santa Barbara	2:00 p.m.
February 13, 2025	Thursday	Santa Barbara	2:00 p.m.
March 13, 2025	Thursday	Santa Maria	2:00 p.m.
April 10, 2025	Thursday	Santa Barbara	2:00 p.m.
May 8, 2025	Thursday	Santa Barbara	2:00 p.m.
June 12, 2025	Thursday	Santa Maria	2:00 p.m.
June 18, 2025*	Wednesday	Dual location: Santa Barbara and Santa Maria	10:00 a.m. (tentative)
July 10, 2025	Thursday	Santa Barbara	4:00 p.m. (tentative)
August 14, 2025	Thursday	Dual location: Santa Barbara and Santa Maria	4:00 p.m. (tentative)
September 11, 2025	Thursday	Santa Barbara	2:00 p.m.
October 9, 2025	Thursday	Santa Maria	2:00 p.m.
November 13, 2025	Thursday	Santa Barbara	2:00 p.m.
December 12, 2025**	Friday	Santa Barbara	2:00 p.m.

***Third Wednesday 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.

Superintendent's Report



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Susan C. Salcido, Superintendent of Schools

Santa Barbara County Board of Education Superintendent's Report December 13, 2024

Student Enrollment in SBCEO Schools and Programs

	May '24	June '24	July '24	Aug '24	Sept '24	Oct '24	Nov '23	Nov '24
JCCS – FitzGerald Community School	68	0	0	25	26	30	25	30
JCCS – Dos Puertas School	16	20	17	24	30	29	25	28
Early Care & Education (preschools and infant/toddler centers)	319	45	45	214	239	259	278	251
Special Ed – JCCS	12	13	11	8	13	12	16	13
Special Ed – Early start (infants)	103	105	103	95	99	96	98	101
Special Ed – Direct service districts	99	98	97	85	90	93	98	93
Special Ed – Regional: TK-12 extensive support needs program	57	58	55	52	52	53	55	53
Special Ed – Regional: Itinerant vision and deaf and hard of hearing program	87	84	85	84	87	83	79	76
Special Ed – Preschool	786	818	843	502	550	552	533	578

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

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 2024-25 budget. The report reflects the revenue and expenditures through October 31, 2024. The complete report is included in the board agenda documents and will be submitted to the CDE on or before December 16, 2024.

SBCEO Annual Financial Audit: Fiscal Services staff prepared for our external audit from Eide Bailly which took place November 4-7. The report will be completed and submitted to SBCEO, the California Department of Education, and the State Controller's Office by the December 16 statutory deadline. The final report will be presented to the board in March.

SBCEO Fiscal Services Office Repairs: Fiscal Services staff are working in other office spaces on the Cathedral Oaks campus while the Fiscal Services office space is cleaned, sanitized, and renovated.

District First Interim Reports: School Business Advisory Services district financial advisors are assisting districts with their First Interim reports, which are due December 16.

Curriculum and Instruction Division

Expanded Learning: On November 20, we held the first convening of a four-part series to support our districts and charters with their expanded learning programs. Session one engaged the district leaders in data analysis to identify key quality standards for targeted improvement and to prepare for session two in January, which is a resource/vendor fair intended to connect service and enrichment providers that support the implementation of the Point of Service Quality Standards with our schools and districts in need of programming options. The Expanded Learning Opportunities (ELO) grant provides funding for after-school and intersession programming and enrichment in schools serving grades TK-6.

Summative ELPAC: On December 10, we will host our annual Summative ELPAC Scoring Training. All English Learners take the Summative ELPAC (English Learner Proficiency Assessments for California) annually between February 1 and May 31. Based on the 2012 California English Language Development Standards, the Summative ELPAC assesses four domains: Listening, Speaking, Reading, and Writing. The test measures how well each English Learner is progressing with English language development in each of the four domains. It is also used to inform EL programs and services, and to help determine if a student is ready to be reclassified. Because the speaking portion is administered individually, scorers must be trained and certified annually.

LCAP Training: Our SBCEO LCAP advisors (program and fiscal) are beginning the outreach to districts and charters to help them prepare for the LCAP. All local educational agencies (LEAs) will provide a midyear update in February, sharing progress on implementation of the '24-'25 LCAP and begin the educational partner engagement throughout the spring as they analyze progress and effectiveness, to adjust actions, services, and expenditures for the second year of the three-year plan.

CA School Dashboards: The California School Dashboards were released to the public on Thursday, November 21. The Dashboard provides data at the state, district,

and school level, disaggregated by 14 student groups. The data is reported as color gauges to indicate the combination of status and change across the various indicators, with blue and green indicating favorable outcomes and orange and red as less favorable. The C&I division prepares summary files for each of our LEAs to use and share with educational partners in the development and analysis of their LCAPs, school plans, and annual updates.

Special Education Division

This year, Cuyama Joint Union School District is participating in the Small LEA Compliance Improvement Monitoring (CIM) process. This cyclical monitoring process is designed specifically for LEAs with less than 100 students with disabilities and includes four monitoring activities. Three of these activities will be conducted independently and submitted to the Special Education division of the California Department of Education by February 28, 2025: Assessment of Infrastructure, Policy and Procedure Review, and Student Record Review. Staff from the Special Education division are completing these activities. The fourth and final activity, IEP Implementation, will be completed through CDE's Data and Evaluation Unit in spring 2025.

Our other two direct service districts, Montecito Union School District and Cold Spring School District, completed the process in the 2022-2023 school year. They were also supported by staff from the Special Education division.

Student and Community Services Division

Behavioral Health and Wellness

School-Linked Partnership and Capacity Grant Program: We are providing technical and comprehensive support to the districts and charters that completed their Implementation Plan for the School-Linked Partnership and Capacity Grant Program. This program supports schools' efforts to build internal capacity and infrastructure to enhance behavioral health services to students.

Juvenile Court and Community Schools

2024 Every Student Succeeding Award Recipient Recognized: Miguel Rivera, a former student of Dos Puertas School, has been honored with the 2024 *Every Student Succeeding Award* by the Association of California School Administrators (ACSA). This prestigious recognition celebrates students who have demonstrated exceptional effort to overcome significant challenges, such as returning to school, leaving a gang, improving attendance, transforming their attitude, or overcoming physical, mental, or economic barriers.

Miguel's inspiring journey is highlighted in an ACSA video, linked [here](#), showcasing his determination and resilience. Congratulations to Miguel on this remarkable achievement!

Partners in Education

Empowering Adults Through Computer Basics Program: The week before Thanksgiving marked the conclusion of the Computer Basics class in Guadalupe, where 51 participants have attended twice-weekly sessions, totaling 24 hours of instruction. This third cohort brings the total number of adults who have gained critical foundational computer skills to 126. Each participant also received a brand-new Chromebook to support their continued learning and digital access.

Previous classes were held in Lompoc and Carpinteria, and future sessions are planned for Cuyama. If funding is secured, Partners in Education aims to expand these classes countywide, including an additional offering on the westside of Santa Barbara.

This impactful program is made possible by a grant from the California Public Utilities Commission and a collaboration with the Economic Development Collaborative.

Job-Ready High School Students Available for Internships: Thirty-eight high school students recently completed an 8-week Job Readiness Training program through Partners in Education, working with volunteer career coaches to prepare for employment with local businesses. On November 12 and 13, volunteers in Santa Barbara and Lompoc helped students refine their interview skills during mock interviews—a culmination of the training they received over the past two months.

These students are now part of a pool of eligible candidates ready for interviews for paid internships. If you're interested in hiring a talented and motivated intern for a minimal financial investment, contact partners@sbceo.org. Interns are available for placement year-round.



November 12 mock interviews

School Climate and Student Engagement

SBCEO Implements Reversing Opioid Overdose Apportionment Initiative: Earlier this year, SBCEO received \$55,000 through the Reversing Opioid Overdose Apportionment, allocated under California Education Code Section 49414.8. These funds are designated to support county offices of education in providing emergency opioid antagonists to local educational agencies.

In early November, Dennis Thomas, school safety liaison, and Elise Simmons, director, distributed Narcan kits to all districts and charter schools serving students in junior high and high school. Each kit includes a canvas pouch, two doses of Narcan, an informational card, and gloves. Additionally, a portion of the funds will be utilized to train the Promotores, who will educate families and community members on preventing and recognizing opioid abuse and overdose.

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

11/7	Santa Barbara County School Boards Association Executive Committee
11/13	Partners in Education Finance Committee meeting
11/20	Partners in Education Executive Committee meeting
11/21	Santa Barbara County Civil Grand Jury plenary meeting
12/2	California County Superintendents Board of Directors meeting

Consent Agenda



SANTA BARBARA COUNTY BOARD OF EDUCATION

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

REGULAR MEETING
November 14, 2024 – 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 1:59 p.m. by Board President Judy Frost.

2. Spanish Interpretation/Interpretación

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

3. Pledge of Allegiance

The vice president led the Pledge of Allegiance.

4. Roll Call

Board Members Present

Vedamarie Alvarez Flores
Marybeth Carty
Nadra Ehrman
Judith Frost
Joe Howell
Bruce Porter

Board Members Absent

Michelle de Werd

Staff Members Present

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

Lauren Aranguren	Tiffany Carson	Don Lockwood
Ellen Barger	Marc Cunningham	Amy Ramos
Camie Barnwell	Kirsten Escobedo	Steve Torres
Bridget Baublits	Mari Gonzales	

Others Present

Sophia Halima Fadilo, member of the public
Sylvia Aghabekian Lowden, member of the public
Hugo Santos-Gomez, interpreter (via Zoom)
Regina Santos-Moreno, interpreter (via Zoom)
Maria Montero Terry, member of the public
Marcy Winograd, member of the public

5. Changes to the Agenda

The president announced changes in the order of business on the agenda: after item 6, public comments, the board would hear the presentation on artificial intelligence and education (item 9), then move to closed session (item 7), then items 8 and 10 and the remaining items on the agenda.

6. Public Comments

The following members of the public addressed the County Board of Education regarding a new state law, SB 1277, and the California Teachers Collaborative for Holocaust and Genocide Education:

- Sophia Halima Fadilo
- Sylvia Aghabekian Lowden
- Maria Montero Terry
- Marcy Winograd

CLOSED SESSION

7. 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 2:54 p.m. and present were board members; Dr. Susan

Salcido, county superintendent of schools; Steve Torres, associate superintendent; Bridget Baublits, associate superintendent; Kirsten Escobedo, associate superintendent; Marc Cunningham, director of facilities; Felicita Torres, legal counsel; Austin Payne, legal counsel; and Anna Freedland, executive assistant.

Properties: 1) property in Santa Maria, CA; 2) leased property at 4400 Cathedral Oaks Road, Santa Barbara, CA. Agency designated representatives: Dr. Susan Salcido, superintendent, and Steve Torres, associate superintendent. Negotiating parties: [confidential] for Santa Maria property and County of Santa Barbara. Instructions to negotiators regarding price, terms, and conditions.

There was no action taken.

At 3:35 p.m. the board adjourned closed session and, after a brief recess, the board reconvened to open session at 3:43 p.m.

PRESIDENT AND BOARD COMMENTS

8. President and Board Comments

The president, board members, and the superintendent expressed appreciation to the departing board members for their service.

PRESENTATION

9. Presentation on Artificial Intelligence Use in Education

Associate Superintendent of Curriculum and Instruction Ellen Barger, Director of School and District Support Tiffany Carson, and Director of Equitable Learning Systems Lauren Aranguren, provided a presentation to the board about artificial intelligence (AI) use in education.

SUPERINTENDENT'S REPORT

10. Superintendent's Report

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

CONSENT AGENDA

The board approved all consent items:

11. Minutes of Meeting Held October 10, 2024

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, 2024 to October 6, 2024, and the issuance of temporary county certificates for that same time period.

13. Declaration of Surplus

Declaration of surplus for the following departments:

- Administrative Services
- Career Technical Education
- Curriculum and Instruction
- Fiscal Services
- Health Linkages
- Human Resources
- Information Technology Services
- Maintenance and Operations
- Teacher Induction Program
- Teacher Programs and Support

14. Issuance of High School Graduation Diploma

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

Dos Puertas School

- Student CSIS # 9140847412 – October 24, 2024

Motion to approve all consent items:

MOVED: **Mrs. Carty**

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

INFORMATION ITEMS

15. Personnel Report

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

16. Williams Legislation School District Report

The 2023-24 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.

17. Board Orientation Binder and Revised Board Webpage

Board Organization and Development Committee Chair Howell presented the new board orientation binder and the revised board webpage as an information item. Mr. Howell requested board members submit any feedback on either item to the superintendent.

ACTION ITEMS

18. Recommended Adoption of Resolution for Exemption to the Separation-From-Service Requirement

The board adopted Resolution No. 2507 for an exemption to the separation-from-service requirement to hire a State Teachers' Retirement System (STRS) retired annuitant.

Ayes: 6 Noes: 0 Absent: 1 Abstain: 0
MOVED: Mr. Porter SECONDED: Mrs. Alvarez Flores VOTE: Passed 6-0-1-0

19. Salary Adjustment for the Superintendent

Board Salary Committee Chair Carty reported that the committee recommended the board approve the same salary increases for the superintendent that were negotiated between SBCEO and its two bargaining units for the next 3-year period, which were 8% for 2024-25, 4% for 2025-26, and 4% for 2026-27, making the salary for the superintendent for 2024-25 \$306,812, retroactive to July 1, 2024; and the same one-time, off-schedule stipend that was given to all employees, except the superintendent, in 2023-24 in the amount of \$5,000. The board approved the committee's recommendation.

MOVED: Mr. Porter SECONDED: Ms. Ehrman VOTE: Passed 6-0

20. Reimburse Expenses for Board Member(s) to Attend the California School Boards Association (CSBA) Annual Education Conference (AEC), December 2024

The board approved the reimbursement of actual and necessary expenses for a board member(s) to attend the California School Boards Association (CSBA) Annual Education Conference (AEC), December 4, 2024 (pre-conference day), and December 5-7, 2024 (conference), in Anaheim, in accordance with Board Policy 9250.

MOVED: Mrs. Carty SECONDED: Mrs. Alvarez Flores VOTE: Passed 5-1

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

The board adopted Resolution No. 2508, which recognized an emergency existed and authorized SBCEO to enter into a contract without bidding and advertising to repair and remediate the Fiscal Services office, immediately.

Ayes: 6 Noes: 0 Absent: 1 Abstain: 0
MOVED: Mr. Howell SECONDED: Mrs. Alvarez Flores VOTE: Passed 6-0-1-0

FUTURE AGENDA ITEMS

22. Future agenda items

The president shared that the Board Organization and Development Committee would meet before the December board meeting to discuss potential board officers and board meeting dates for 2025. The superintendent requested board members let her and the president know if they were interested in serving as a board officer or would like to change their committee assignments.

ADJOURNMENT

23. Adjournment

The meeting was adjourned at 4:32 p.m. to the next regular meeting to be held Friday, December 13, 2024.

MOVED: Mrs. Alvarez Flores SECONDED: Ms. Ehrman VOTE: Passed 6-0

Judith Frost, President
County Board of Education

Dr. Susan Salcido, Secretary
County Board of Education



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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, 2024 - November 6, 2024**

<u>Name</u>		<u>Type of Credentials/Permit</u>
Expiration Date: 2025		
Rosemary	Al Nader	30-Day Substitute Teaching Permit
Colby	Albro	30-Day Substitute Teaching Permit
Daniza	Aldana	Teaching Permit for Statutory Leave
Jessica	Alonso	30-Day Substitute Teaching Permit
Jose	Alonso	30-Day Substitute Teaching Permit
Melanie	Aquino	30-Day Substitute Teaching Permit
Albert	Arguijo	Teaching Permit for Statutory Leave
Robert	Baker	30-Day Substitute Teaching Permit
Rebecca	Baldizon	30-Day Substitute Teaching Permit
Lezly	Barriga	30-Day Substitute Teaching Permit
Lynn	Barron	Crosscultural, Language & Academic Devel Permit
Alexis	Becerra	30-Day Substitute Teaching Permit
Amanda	Bennett	30-Day Substitute Teaching Permit
Lucas	Bennett	30-Day Substitute Teaching Permit
Tracy	Bower	30-Day Substitute Teaching Permit
Lanessa	Bueno	30-Day Substitute Teaching Permit
Erasmo	Canongo	Short-Term Staff Permit
Andrea	Cantrell	30-Day Substitute Teaching Permit
Robert	Cantrell	Gen Ed Limited Assignment Single Subject Teaching Permit
Alonzo	Chavez	Short-Term Staff Permit
Dulce	Chavez	30-Day Substitute Teaching Permit
Amy	Ciaramitaro	30-Day Substitute Teaching Permit
Elizabeth	Clark	30-Day Substitute Teaching Permit
Herbert	Cook	30-Day Substitute Teaching Permit
Antonio	Coracero	30-Day Substitute Teaching Permit
Carson	Craft	30-Day Substitute Teaching Permit
Thomas	Crooke	30-Day Substitute Teaching Permit
Chrissie	Cutting	30-Day Substitute Teaching Permit
Elise	Davterive	30-Day Substitute Teaching Permit
Frida	De La Palma	30-Day Substitute Teaching Permit
Alexei	De Vita	30-Day Substitute Teaching Permit
Lourdes	Diaz	30-Day Substitute Teaching Permit
Josie	Escobar	Short-Term Staff Permit
Judith	Evans	30-Day Substitute Teaching Permit
Nancy	Ferrer	30-Day Substitute Teaching Permit
Debra	Flores	Education Specialist Instruction Credential
Liliana	Flores	Bilingual Authorization Permit
Katie	Flynn	Teaching Permit for Statutory Leave
Rachael	Fried	30-Day Substitute Teaching Permit
Sharon	Gallagher	Special Ed Limited Assignment Teaching Permit

Jaime	Garcia	30-Day Substitute Teaching Permit
James	Gazdecki	30-Day Substitute Teaching Permit
Josef	Gertner	Crosscultural, Language & Academic Devel Permit
Kathleen	Goeden	30-Day Substitute Teaching Permit
Barbara	Gonzalez	30-Day Substitute Teaching Permit
Christina	Gordillo	30-Day Substitute Teaching Permit
Edgar	Gutierrez	30-Day Substitute Teaching Permit
Madeleine	Harris	Provisional Internship Permit
Xochi	Hayes	30-Day Substitute Teaching Permit
Aira	Hazell	30-Day Substitute Teaching Permit
Angelica	Hernandez	Specialist Teaching Permit in Early Childhood Education
Peter	Hill	30-Day Substitute Teaching Permit
Christine	Johnson	Crosscultural, Language & Academic Devel Permit
Cora	Karamitsos	Single Subject Teaching Credential
Nicole	Katz	30-Day Substitute Teaching Permit
Paul	Koch	Education Specialist Instruction Credential
Emily	Kuhlman	30-Day Substitute Teaching Permit
Maximus	Laurie	30-Day Substitute Teaching Permit
Kaylah	Le	30-Day Substitute Teaching Permit
Alexis	Lopez	30-Day Substitute Teaching Permit
Ariana	Magana	30-Day Substitute Teaching Permit
Erika	Maldonado	30-Day Substitute Teaching Permit
Jessica	Marin	30-Day Substitute Teaching Permit
Jenele	Martin	Gen Ed Limited Assignment Single Subject Teaching Permit
Elvira	Martinez	30-Day Substitute Teaching Permit
Olivia	Martinez	Teaching Permit for Statutory Leave
Michael	Martony	30-Day Substitute Teaching Permit
Jonathan	Mastman	30-Day Substitute Teaching Permit
Dominic	May	30-Day Substitute Teaching Permit
Michael	McConnell	30-Day Substitute Teaching Permit
Liliana	Melero	30-Day Substitute Teaching Permit
Kenia	Mendez	30-Day Substitute Teaching Permit
Filemon	Meza	Short-Term Staff Permit
Jacquelin	Meza	Short-Term Staff Permit
Antonna	Mollo	30-Day Substitute Teaching Permit
Sebastian	Montoya	30-Day Substitute Teaching Permit
Jermaine	Moore	30-Day Substitute Teaching Permit
Olivia	Morales	Teaching Permit for Statutory Leave
Mark	Mutal	30-Day Substitute Teaching Permit
Kylie	Namba	30-Day Substitute Teaching Permit
Mary	Namba	30-Day Substitute Teaching Permit
Jacob	Nunez	Provisional Internship Permit
Eileen	Olosan	Short-Term Staff Permit
Cynthia	Ortiz	30-Day Substitute Teaching Permit
Blaire	Osborne	30-Day Substitute Teaching Permit
Kathleen	Ostapiuk	Education Specialist Instruction Credential
Kristen	Owen	Crosscultural, Language & Academic Devel Permit
Michelle	Pacheco	30-Day Substitute Teaching Permit
Diana	Paniagua	30-Day Substitute Teaching Permit
Shari	Perlstein	30-Day Substitute Teaching Permit

Cierra	Pope	30-Day Substitute Teaching Permit
Brenda	Predazzi	30-Day Substitute Teaching Permit
Lucas	Reaves	Short-Term Staff Permit
Christina	Reed	30-Day Substitute Teaching Permit
Kristi	Reyes	30-Day Substitute Teaching Permit
Jacqueline	Rhodes	Short-Term Staff Permit
Ramona	Rogers	30-Day Substitute Teaching Permit
Jacqueline	Rubio	Teaching Permit for Statutory Leave
Gabriela	Sandoval	Bilingual Authorization Permit
Stephanie	Sandoval	Single Subject Teaching Credential
Daniel	Santa Cruz	Teaching Permit for Statutory Leave
Emelyn	Schaeffer	30-Day Substitute Teaching Permit
Amanda	Scopa	30-Day Substitute Teaching Permit
Kristen	Selken	30-Day Substitute Teaching Permit
Jennifer	Sherlock	Short-Term Staff Permit
Shota	Shiromizu	30-Day Substitute Teaching Permit
Christopher	Smith	Short-Term Staff Permit
Mia	Soper	30-Day Substitute Teaching Permit
Allison	Speshyock	30-Day Substitute Teaching Permit
Rylee	Stouppe	Substitute Teaching Permit for Prospective Teachers
Kelley	Strebe	30-Day Substitute Teaching Permit
Sadie	Subject	30-Day Substitute Teaching Permit
Robert	Tarr	30-Day Substitute Teaching Permit
Delina	Terregone	30-Day Substitute Teaching Permit
Angela	Terriquez	30-Day Substitute Teaching Permit
Zane	Thompson	30-Day Substitute Teaching Permit
Marcela	Toledo	30-Day Substitute Teaching Permit
Neil	Toneys	30-Day Substitute Teaching Permit
Gabriella	Tulk	30-Day Substitute Teaching Permit
Archana	Tummala	30-Day Substitute Teaching Permit
Megan	Valenzuela	30-Day Substitute Teaching Permit
Lourdes	Vargas	30-Day Substitute Teaching Permit
Samantha	Vasquez	30-Day Substitute Teaching Permit
Amber	Vicari	30-Day Substitute Teaching Permit
Garrett	Warrick	30-Day Substitute Teaching Permit
Randall	White	30-Day Substitute Teaching Permit
Dana	Whitted	30-Day Substitute Teaching Permit
Roselie	Wilcox	Provisional Internship Permit
Grace	Willens	30-Day Substitute Teaching Permit
Anna	Yamaichi	30-Day Substitute Teaching Permit
Odaliss	Zarate	Short-Term Staff Permit
Kim	Zeytoonjian	30-Day Substitute Teaching Permit
Leia	Zorba	30-Day Substitute Teaching Permit

Expiration Date: 2026

Katharine	Bennett	30-Day Substitute Teaching Permit
Francesca	Cabrera	Single Subject Teaching Credential
Jessica	Escalante	Single Subject Teaching Credential

Kaitlyn	Howell	Multiple Subject Teaching Credential
Liting	Huang	Single Subject Teaching Credential
Theresa	King	Single Subject Teaching Credential
Erik	Manzo	Education Specialist Instruction Credential
Kenia	Mendez	Child Development Program Director Permit
Perla	Munoz	Multiple Subject Teaching Credential
Teresa	Perez	Multiple Subject Teaching Credential
Grace	Peterson	Pupil Personnel Services Credential
Jennifer	Reifert	Education Specialist Instruction Credential
Nayeli	Rodriguez	Multiple Subject Teaching Credential
Juan	Santana	Multiple Subject Teaching Credential
Jennifer	Sell	30-Day Substitute Teaching Permit
Jo-Ann	Street	30-Day Substitute Teaching Permit
Sharon	Swanigan	30-Day Substitute Teaching Permit
Tracey	Walters	30-Day Substitute Teaching Permit
Julia	Wright	Education Specialist Instruction Credential

Expiration Date: 2027

Anahy	Diaz	Pupil Personnel Services Credential
Sean	Durkin	Single Subject Teaching Credential
Tricia	Robertson	Administrative Services Credential
Theresa	Rogers	Career Technical Education Teaching Credential
Amy	Schmullian	Career Technical Education Teaching Credential

Expiration Date: 2028

Judith	Adelchanow	Pupil Personnel Services Credential
Christopher	Collopy	Single Subject Teaching Credential
Jasmine	Elenes	Multiple Subject Teaching Credential
Michelle	Fomin	Single Subject Teaching Credential
Jacqueline	Loew	Administrative Services Credential
Sheryl	Miller	Administrative Services Credential
Jennifer	Reifert	Multiple Subject Teaching Credential
Fatima	Segura	Pupil Personnel Services Credential
Ana Maria	Settje	Administrative Services Credential
Delina	Terregone	Child Development Program Director Permit
Malana	Willis	Multiple Subject Teaching Credential

Expiration Date: 2029

Liana	Aranita	Multiple Subject Teaching Credential
Liana	Aranita	Specialist Instruction Credential in Special Education
Adeana	Barbata	Single Subject Teaching Credential
Julian	Barkley	Single Subject Teaching Credential
Alexis	Black	Single Subject Teaching Credential
Rebecca	Blakley	Single Subject Teaching Credential

Isaiah	Bowman	Single Subject Teaching Credential
Giselle	Bravo	Child Development Master Teacher Permit
Maritza	Brown	Multiple Subject Teaching Credential
Javier	Buenaventura	Multiple Subject Teaching Credential
Linda	Caruso	Single Subject Teaching Credential
Juliet	Clark	Multiple Subject Teaching Credential
Miranda	Dominguez	Administrative Services Credential
Daniel	Dutton	Single Subject Teaching Credential
Megan	Elias	Single Subject Teaching Credential
Melanie	Esparza	Education Specialist Instruction Credential
Amber	Favela	Child Development Site Supervisor Permit
Tania	Ferrufino	Multiple Subject Teaching Credential
John	Fowler	Single Subject Teaching Credential
Jordin	Fry	Child Development Associate Teacher Permit
Rosa	Gallegos	Multiple Subject Teaching Credential
Sara	Gallon	Speech-Language Pathology Services Credential
John	Gannon	Single Subject Teaching Credential
Teresa	Garcia	Multiple Subject Teaching Credential
Andrew	Garrett	Single Subject Teaching Credential
Andrew	Garrett	Specialist Instruction Credential in Special Education
Victoria	Gibson	Multiple Subject Teaching Credential
Normajeane	Gonzales	Multiple Subject Teaching Credential
Tracy	Grove	Multiple Subject Teaching Credential
Tami	Gunton	Single Subject Teaching Credential
Tia	Hannah	Single Subject Teaching Credential
Tanya	Hansen	Multiple Subject Teaching Credential
Kayla	Heflin	Multiple Subject Teaching Credential
Aimee	Hill	Single Subject Teaching Credential
Mindy	Hoskins	Multiple Subject Teaching Credential
Travis	Jenkins	Pupil Personnel Services Credential
Gina	Joehnk	Multiple Subject Teaching Credential
Kimberlee	Johnson	Multiple Subject Teaching Credential
Shanna	Jowers	School Nurse Services Credential
Katayoun	Khodabandehloo	Child Development Teacher Permit
Shena	Kieval	Multiple Subject Teaching Credential
Cecilia	Long	Multiple Subject Teaching Credential
Sole	Machart	Multiple Subject Teaching Credential
Anita	Magdaleno	Multiple Subject Teaching Credential
Michelle	Maldonado	Multiple Subject Teaching Credential
Margaret	Mason	Single Subject Teaching Credential
Kelly	Mitchell	Single Subject Teaching Credential
Melissa	Montes	Multiple Subject Teaching Credential
Katherine	Morris	Multiple Subject Teaching Credential
Sheri	Morris	Multiple Subject Teaching Credential
Judith	Mudge	Multiple Subject Teaching Credential
Judith	Mudge	Education Specialist Instruction Credential
Yesenia	Munoz	Single Subject Teaching Credential
Edna	Murillo	Child Development Associate Teacher Permit
Susanne	Napolitana	Multiple Subject Teaching Credential
Jesus	Nava	Education Specialist Instruction Credential

Robert	Nava	Single Subject Teaching Credential
Todd	Noel	Single Subject Teaching Credential
Jennifer	Ordaz	Child Development Associate Teacher Permit
Deborah	Ostini	Education Specialist Instruction Credential
Penny	Pagels	Administrative Services Credential
Ava	Price	Child Development Associate Teacher Permit
Samuel	Ricci	Single Subject Teaching Credential
Kelly	Rodono	Education Specialist Instruction Credential
Kelly	Rodono	Multiple Subject Teaching Credential
Kennedy	Rodrigues	Multiple Subject Teaching Credential
Russell	Russo	Education Specialist Instruction Credential
Maryi	Sanabria	Child Development Associate Teacher Permit
Lesley	Schapiro	Child Development Site Supervisor Permit
Elise	Simmons	Administrative Services Credential
Elise	Simmons	Single Subject Teaching Credential
Jesse	Smith	Single Subject Teaching Credential
Stacy	Tolkin	Pupil Personnel Services Credential
Stacy	Tolkin	Pupil Personnel Services Credential
Jeffery	Underwood	Single Subject Teaching Credential
Eva	Valinsky	Child Development Site Supervisor Permit
Maggi	Waikel	Multiple Subject Teaching Credential
Danielle	Weill	Multiple Subject Teaching Credential
Jacob	West	Multiple Subject Teaching Credential
Veronica	Williams	Child Development Site Supervisor Permit
Juliet	Wilson	Single Subject Teaching Credential
Stephanie	Zambo	Administrative Services Credential
Stephanie	Zambo	Multiple Subject Teaching Credential

Expiration Date: 2030

Alison	Alpaugh	Multiple Subject Teaching Credential
Alison	Alpaugh	Specialist Instruction Credential (Reading)
Johanna	Coffey	Multiple Subject Teaching Credential
Becka	Doering	Multiple Subject Teaching Credential
Charlene	Elliott	Single Subject Teaching Credential
Cameron	Kanney	Single Subject Teaching Credential
Kristen	Kurth	Single Subject Teaching Credential
Lori	Livick	Single Subject Teaching Credential
Juliana	Massie	Multiple Subject Teaching Credential
Juliana	Massie	Specialist Instruction Credential in Special Education
Wendi	Ostroff	Multiple Subject Teaching Credential
Alison	Prochazka	Multiple Subject Teaching Credential
Donald	Redl	Single Subject Teaching Credential
Melissa	Rice	Multiple Subject Teaching Credential
David	Ross	Single Subject Teaching Credential
Todd	Ryckman	Single Subject Teaching Credential
Ann	Stump	Multiple Subject Teaching Credential
Megan	Tice	Administrative Services Credential
Megan	Tice	Multiple Subject Teaching Credential

Heather	Volz	Multiple Subject Teaching Credential
Jeffrey	Wagonseller	Administrative Services Credential
Leslie	Wagonseller	Administrative Services Credential
Leslie	Wagonseller	Multiple Subject Teaching Credential
Leslie	Wagonseller	Specialist Instruction Credential (Reading)
Emily	Williams	Education Specialist Instruction Credential
Ann	Wirtz	Single Subject Teaching Credential

Certificates of Competence

Adriane	Hughes	Crosscultural, Lang & Academic Devel Cert
Kelly	Rodono	Crosscultural, Lang & Academic Devel Cert

Life Credentials

Elwood	Schapansky	Standard Designated Subjects Teaching Credential
Elwood	Schapansky	Standard Junior College Teaching Credential

NameType of Credential/Permit**Temporary County Certificates**

Michael	Adkison	Teaching Permit for Statutory Leave
Andrea	Almanza	Short-Term Staff Permit
Ivan	Alvarez	Administrative Services Credential
Jesica	Alvizo	Teaching Permit for Statutory Leave
Lorena	Bryles	Education Specialist Instruction Credential
Sarah	Buchanan	Teaching Permit for Statutory Leave
Kelley	Carter	Administrative Services Credential
Daniel	Clardy	Teaching Permit for Statutory Leave
Jasmine	Crisp	Short-Term Staff Permit
Lukas	Grassle	Short-Term Staff Permit
Alexandra	Heath	Teaching Permit for Statutory Leave
Paloma	Hernandez	Child Development Site Supervisor Permit
Christopher	Kiser	Short-Term Staff Permit
LaRonda	Lewis	Teaching Permit for Statutory Leave
Victor	Mendoza	Teaching Permit for Statutory Leave
Channon	Mitchell	Administrative Services Credential
Blaga	Nichols	Teaching Permit for Statutory Leave
Amalia	Olivo	Short-Term Staff Permit
Guillermo	Padilla	Teaching Permit for Statutory Leave
Cynthia	Prindeville	Short-Term Staff Permit
Leslie	Sanchez	Teaching Permit for Statutory Leave
Laura	Valdez	Short-Term Staff Permit



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 Declaration of Surplus
December 13, 2024**

Communications

- SB 22648 LG Ultrafine 27MD5KLB-D Led Monitor

Early Care and Education

- SB 20758 Sunpentown 18" Portable Dishwasher

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.

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 13, 2024

Separations

Effective Date

Resignations

Aguilar, Xochitl	Early Care and Education Associate Teacher	November 15, 2024
Moore, Laurie	Special Day Class Teacher	December 20, 2024

Santa Barbara County Board of Education

Classified Personnel Report

December 13, 2024

Appointments

Limited Term/Substitute

Mabie, Frederick	November 4, 2024
Paraeducator • Special Education • Various Sites	
• Hourly as needed	
Phillips, Morgan	October 24, 2024
Student Worker • Internal Services • Cathedral Oaks	
• Hourly as needed	
Ramirez Bautista, Jessica	October 22, 2024
Paraeducator • Special Education • Various Sites	
• Hourly as needed	

Changes

Anniversary Increase

Anderson, Michelle	November 1, 2024
Paraeducator • Special Education • Ralph Dunlap School DHOH & Pre-K	
75% • 10 months	
Broeffle, Alondra	November 1, 2024
Student Information Specialist • Transitional Youth Services • Transitional Youth South	
100% • 12 months	
Coracero, Antonio	November 1, 2024
Paraeducator • Special Education • Ralph Dunlap School DHOH & Pre-K	
27.5% • 10 months	
Dulay, Amada	November 1, 2024
Administrative Assistant, Senior • School Business Advisory Services • School Business Advisory Services	
100% • 12 months	
Fonceca, Ernestina	November 1, 2024
Paraeducator • Special Education • Cuyama Elementary School	
81.25% • 10 months	
Funkhouser, Rose Mary	November 1, 2024
Paraeducator • Special Education • Cuyama Elementary School	
81.25% • 10 months	

Hamamoto, Rachel Administrative Assistant, Senior • Internal Services • Fiscal Services 100% • 12 months	November 1, 2024
Hidalgo, Monique Paraeducator • Special Education • Los Padres Head Start 43.75% • 10 months	November 1, 2024
Hurtado, Cecilia Administrative Assistant • Human Resources • Human Resources Staff 100% • 12 months	November 1, 2024
Lopez Heredia, Rodrigo Accounting Technician • Internal Services • Accounting - Fiscal Services 100% • 12 months	November 1, 2024
Lopez, Lorena Clerical Assistant • Early Care and Education • Early Care and Education - Hope Center 100% • 12 months	November 1, 2024
Lyons, V Roxanne Educational Interpreter, American Sign Language, Certified • Special Education • Ralph Dunlap School DHOH 2 75% • 10 months	November 1, 2024
Martinez Velazquez, Salvador Computer/Network Technician, ITS • Information Technology Services • Cathedral Oaks 100% • 12 months	November 1, 2024
Robles, Esther Paraeducator • Special Education • Casmalia Preschool 1 87.5% • 10 months	November 1, 2024
Sanchez, Eva Clerical Assistant • Special Education • Speech/Language Services, McClelland 100% • 10 months	November 1, 2024
Sanchez, Sandra Paraeducator • Special Education • Vision Services 75% • 10 months	November 1, 2024
Smith, Steven Reprographics Supervisor • Communications • Reprographics Administration 100% • 12 months	November 1, 2024
Solorio, Maria Paraeducator • Special Education • Casmalia Preschool 2 87.5% • 10 months	November 1, 2024

Tapia, Ana November 1, 2024
Health Advocate - Bilingual • Children and Family Resource Services • Health Linkages - Lompoc
100% • 10 months

Valeriano, Ashley November 1, 2024
Accounting Assistant • Internal Services • Accounting - Fiscal Services
100% • 12 months

Zepeda-Jimenez, Valeria November 1, 2024
Paraeducator • Special Education • Crestview Preschool
87.5% • 10 months

Decreased Time (Voluntary)

Rivera, Fabiola October 21, 2024
Early Care and Education Case Worker • Early Care and Education • Early Care and Education - Santa Maria
95% • 12 months
From 1.0

Differential - Add

Barnwell, Camilla July 1, 2024
Director, Communications & Public Information Officer • Communications • Communications Administration
100% • 12 months
Bilingual

Gonzalez, Yoseline July 1, 2024
Manager, Program Services • Children's Creative Project • Children's Creative Project
100% • 12 months
Bilingual

Grimaldo, Monica July 1, 2024
Manager, Alternative Payment Program • Early Care and Education • Early Care and Education - Santa Maria
100% • 12 months
Bilingual

Rivera, Jennyffer July 1, 2024
Manager, Health Linkages Program • Children and Family Resource Services • Health Linkages Administration
100% • 12 months
Bilingual

Terrazas, Erika July 1, 2024
Manager, Program Services • Partners in Education • Partners In Education
100% • 12 months
Bilingual

Increased Time (Voluntary)

Snow, Crystal November 1, 2024
Educational Interpreter, ASL , Certified • Special Education • Righetti High School DHOH
88.75% • 10 months
From .8125

Longevity Increment

Vargas, Beatriz November 1, 2024
Paraeducator • Special Education • Clarence Ruth Preschool
75% • 10 months
30 years longevity

Probation to Permanent

Chan, Tiana November 1, 2024
Accounting Assistant • Internal Services • Fiscal Services - Budgeting
100% • 12 months

Garza-Torrez, Karina November 1, 2024
Alternative Payment Program Supervisor • Early Care and Education • Early Care and Education - Hope Center 4
100% • 12 months

Lane, Joseph November 1, 2024
Computer/Network Technician, ITS • Information Technology Services • Cathedral Oaks
100% • 12 months

Mayo, Christian November 1, 2024
Payroll Technician • Internal Services • Payroll
100% • 12 months

Sakai-Hart, Michelle November 1, 2024
Administrative Assistant • Student and Community Services • Student and Community Services
100% • 12 months

Thomas, Dennis November 1, 2024
School Safety Liaison • Student and Community Services • Student and Community Services
100% • 12 months

Weber, Max November 1, 2024
Senior Software Engineer • Information Technology Services • Cathedral Oaks
100% • 12 months

Promotion

Figueroa, Nelson November 1, 2024
Office Assistant • Early Care and Education • Early Care and Education - Santa Maria 2
100% • 12 months

Ramirez De Santiago, Leticia November 11, 2024
Early Care and Education Case Worker • Early Care and Education • Early Care and Education - Santa Maria 2
100% • 12 months

Separation

Released

Ahumada, Isela

November 8, 2024

Clerical Assistant • Special Education • Special Education Support Staff North
100% • 12 months
Non completion of probation

Resignation

Escobedo Beas, Carlos

November 13, 2024

Program Associate • Transitional Youth Services • Transitional Youth - North
100% • 12 months

Lebolo, Lorena

November 1, 2024

Paraeducator • Special Education • Montecito Union School
81.25% • 10 months

Zepeda-Jimenez, Valeria

November 22, 2024

Paraeducator • Special Education • Crestview Preschool
87.5% • 10 months

Action Items

Santa Barbara County Education Office

CHANGE ORDER (CO)

Site Name:	Cathedral Oaks Campus	Date:	11/22/2024
Project Name:	C&I Project	Change Order Number:	1
To:	Marc Cunningham	Project Number:	01-24-25
From:(Contractor)	Precon Industries.	Bid Number:	

A	B	C	D	(C / A)	(B + C) / A
Original Contract Amount	Cumulative Change Order Total to Date (not including this CO)	Amount of this CO	Revised Contract Amount	% of this CO	% Total Cumulative COs (including this CO)
\$ 463,000.00	\$ -	\$ 34,394.42	\$ 497,394.42	7.43%	7.43%

You are hereby directed to make the following change(s) in the Contract. Reference COP Number(s):

DESCRIPTION OF WORK:

- 1) PCO-001.1: Hazardous Materials Abatement, Flooring Tiles and Mastic \$29,103.30
- 2) PCO-003: Premium Time for Demolition of Restroom Flooring. Concrete Cutting and Breaking \$1,756.82
- 3) PCO-005.1 Additional Carpet and Floor Tile Abatement. \$3,534.30
- 4) Additional Construction Days for PCO's Approved Under Allowances: 22 calendar days

REASON FOR CHANGE:

- 1) PCO-001.1: Hazardous flooring abatement was not included in the original project bid package. This scope of work was required for new flooring installation.
- 2) PCO-003: Owner requested restroom concrete floor demolition be performed on weekend.
- 3) PCO-005.1: Once walls were removed during demolition, the remaining flooring under the walls required abatement.

Initiator of Change: ☒ Contractor ☒ Owner ☐ Architect

Contract Documents associated with this Change Order are as follows: _____

Change Order Item Code: _____ A/E Fee ☐ Yes ☐ No Project Manager Initials: _____

Additional Days for COP's are granted as non compensable, excusable time extension of 11 work days or 15 calendar days.


The Contract Amount due to this Change Order will be ☒ Increased ☐ Decreased ☐ Unchanged by \$34,394.42

The Contract Time due to this Change Order will be ☒ Increased ☐ Decreased ☐ Unchanged by 22 Calendar days

The revised Final Completion date is _____ February 21, 2025

☐ Milestones in the Contract have been changed as per the attached Schedule

This Request appears valid and is recommended for approval.

	Signature	Name (Print)	Date
Contractor: Precon Industries		LUIS GIL	11/25/24
Architect : KBZ <small>(as required for DSA)</small>		SHANNON BLOMST	
Construction Project Manager		MARC CUNNINGHAM	
Associate Superintendent C&I		ELLEN BARGER	
Associate Superintendent, Administrative Services.		STEVE TORRES	

cc: State of California - Division of the State Architect, Application Number: _____ N/A _____ File Number: _____

Project No. SB2140

PCO No. 001.1 Hazardous Materials Abatement

[illegible]



MEC Environmental, Inc.

Environmental Remediation / Restoration / Demolition

Main Office: 4919 Contractor Rd. (PO Box 278), Edwards AFB, CA 93523, Phone 800 233-1772

License Number - 682343, DIR# 100001548

Estimating Office Location....		Vandenberg SFB, California & 20th Street Phone 805 734.3590	
Proposal Questions? Contact....		Victor Correa, 661 816.5914, victorc@mec-inc.com	
PROPOSAL SUBMITTED TO PreCon Industries, Inc		Cell (831) 207-7018	EMAIL estimating@preconindustries.com
STREET 725 Oak St.		DATE 10/17/2024	
CITY Santa Maria	STATE CA	ZIP CODE 93454	
PROJECT DESCRIPTION 4400 Cathedral Oaks Road, Santa Barbara, Floor Replacement : Asbestos Environmental Remediation of Carpet over 9x9 VCT with Black mastic			
CONTACT Luis Gil	PHONE (805) 345-3147	FACILITY Santa Barbara County Education Office	PROPOSAL NUMBER V24177 PreCon

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:
FURNISH ALL LABOR, MATERIAL, LIABILITY INSURANCE AND EQUIPMENT NECESSARY TO:

1.1 Project Environmental submittals : Prior to mobilization and any onsite activities, Mec Inc., will prepare and submit a draft Abatement / Demolition Plans as required by Cal OSHA or the EM-385-1-1 manual, approved by the Buyer, Also in accordance with Santa Barbara County Education Office, SBCEO Safety Environmental Management.

1.2 Hazardous Material Abatement: Removal and disposal of existing Class II Non-Friable asbestos containing materials ACM, Carpet over 9"x9" Tan Vinyl floor tile and associated black mastic and Base from Offices 100, 105, 112, and Hallways (Approx. 2,374 Sq.ft.) Black mastic to be razor scrapped, HEPA vacuumed, Wet wiped with a mastic remover to prevent seepage, encapsulate concrete substrate, leaving areas ready for new installation on 4400 Cathedral Oaks Road, Santa Barbara, Santa Barbra County Education offices.

(As noted on the Asbestos Survey by FCG Environmental September, 26, 2022)

Abatement/Demo will be performed under a NPE area with 2000 NAM's exhausting to the outside of the building, HEPA vacuum and CDPH approved workers in PPE and air samples by a competent person. All area will be properly mark and protected during Abatement activities.

All work will be performed in strict accordance with all federal, state and local regulations.

TOTAL PRICE: \$ 18,975.00

Exclusions:

Abatement and / or demolition of any other items not specifically listed above. Removal / storage or reinstallation of any times to be reused, No 3rd Party Air Clearance post Abatement, NO SBCAPCD Notification enf-28, No Cut & Cap of Utilities, No Floor repair, No Furniture or Office Equipment relocate.

The following addendums are acknowledged to the extent that they are applicable to this proposal:	1
This proposal and the associated full price includes the following number of maximum site mobilizations.	1
Additional mobilizations to site will be at a set cost of:	\$ 1,250.00

Note: Any damage to finished surfaces, due to environmental containment work is beyond the control of MEC and any required repairs / repainting, IS NOT included in this proposal pricing.

Mec, Inc. retains all rights to salvage and equipment value. Price includes the submittal of a general environmental work plan only. This scope does not extend to performing work for any other trades except what is specifically identified above.

Payment:

- Prices quoted herein do not provide for retention.
- Nothing in resulting subcontract shall require the Subcontractor to continue performance, if timely payments are not made to Subcontractor for suitably performed work.
- Net 30 Days: Late payments will be subject to all collection costs plus interest at 1.5% per month at the maximum allowed by law, whichever is greater.

Indemnification / Liability:

- Nothing in resulting subcontract shall require MEC, Inc. to be liable for consequential and / or indirect damages.
- No back charge or claim of the Contractor for services shall be valid except by an agreement in writing with the Subcontractor before the work is executed, except in the case that the Subcontractor fails to meet any requirement of the subcontract agreement.

Other Contract Language:

- MEC, Inc. retains all rights allowed by law. Subcontract shall not require Subcontractor to waive any legal rights.
- Termination of any agreement resulting from this proposal, for convenience of the Contractor is strictly prohibited, unless agreed to in writing by an authorized MEC, Inc. representative.
- This proposal shall be incorporated as an Exhibit of any subcontract or purchase order for work contained here-in. Notwithstanding, anything to the contrary contained in any Subcontract, the General Contract, the General Terms and Conditions and / or any other Contract Document related hereto, the MEC, Inc. proposal attached to the contract as an Exhibit incorporated into the contract shall supersede any such inconsistent or contrary. In the event of a partial acceptance of the work proposed, a revised proposal would be provided for incorporation into the agreement document.
- Any and all work performed by MEC, Inc. and ordered (verbally or written) by the Contractor prior to mutually signing an agreement including initialing all changes shall be governed by this proposal.
- The prices quoted herein are bid as a package. Partial acceptance will be cause for price changes and no retention shall be withheld.
- MEC, Inc. retains the right to refuse to perform extra work at force account.
- For each day that MEC, Inc. cannot work, due to any scheduled scope of work or area not being ready, each day will each count as a single mobilization.

Acceptance of Proposal: _____
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____

Extra Work Proposal Labor and Material Breakdown



Job # : 60110033

Date : 11/8/2024

Job Name : SBCEO

Extra Work Proposal # : 1

Description of work:

All costs associated with Smith MEP working on Saturday 11/16 to do sawcutting .Premium time only

Pricing Breakdown:

Piping-Field		\$	587.04
TOTAL COST		\$	587.04
+ Overhead	7%	\$	41.09
+ Fee	5%	\$	31.41
Total Extra Work Proposal Price		\$	659.59

Time extension required because of labor added by this change is 0.0 workdays

This proposal includes (16) straight time field hours, 16 overtime field hours,
- double time field hours, & - shift work field hours.

Smith MEP is:

Proceeding with this work: _____ Waiting for authorization: X

This price does not include any cutting or patching of drywall, electrical, painting, or other general construction. The cost of this change includes only those direct costs which can be identified at this time. There are no impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact cost because of multiple changes, delays, or causes beyond our control, we will submit those costs at that time.

Submitted by: **Ted O'Brien**
Project Manager

Date: 11/8/2024

Approved by: _____
Signature

Date: _____

PIPING - FIELD INSTALL			HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
Sawcutting			-16.0				\$ 117.99	\$ (1,887.84)		\$ (1,887.84)
Sawcutting				16.0			\$ 154.68	\$ 2,474.88		\$ 2,474.88
Piping Field Totals:			-16.0	16.0	0.0	0.0		\$ 587.04	\$ -	\$ 587.04

Project No. SB2140

PCO No. 005.1 Added Carpet and Floor Tile Abatement

[illegible]



MEC Environmental, Inc.

Environmental Remediation / Restoration / Demolition

Main Office: 4919 Contractor Rd. (PO Box 278), Edwards AFB, CA 93523, Phone 800 233-1772

License Number - 682343, DIR# 100001548			
Estimating Office Location....		Vandenberg SFB, California & 20th Street Phone 805 734.3590	
Proposal Questions? Contact....		Victor Correa, 661 816.5914, victorc@mec-inc.com	
PROPOSAL SUBMITTED TO PreCon Industries, Inc		CALL (831) 207-7018	EMAIL estimating@preconindustries.com
STREET 725 Oak St.		DATE 11/13/2024	
CITY Santa Maria	STATE CA	ZIP CODE 93454	PROJECT DESCRIPTION: 4400 Cathedral Oaks Road, Santa Barbara, Floor Replacement : Additional Asbestos Environmental Remediation of 9x9 VCT with Black mastic
CONTACT Luis Gil		PHONE (805) 345-3147	FACILITY Santa Barbara County Education Office
		PROPOSAL NUMBER V24177.1 PreCon	
WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:			
FURNISH ALL LABOR, MATERIAL, LIABILITY INSURANCE AND EQUIPMENT NECESSARY TO:			
<p>1.1 Project Environmental submittals : Prior to mobilization and any onsite activities, Mec Inc., will prepare and submit a draft Abatement / Demolition Plans as required by Cal OSHA or the EM-385-1-1 manual, approved by the Buyer, Also in accordance with Santa Barbara County Education Office, SBCEO Safety Environmental Management.</p> <p>1.2 Additional Hazardous Material Abatement: Removal and disposal of existing Class II Non-Friable asbestos containing materials ACM, 9"x9" Tan Vinyl floor tile and associated black mastic from previous demolition of interior partition walls from rooms 100 and 103 with carpet and floor tile strips underneath partition walls (Approx. 30 LF) Black mastic to be razor scrapped, HEPA vacuumed, Wet wiped with a mastic remover to prevent seepage, encapsulate concrete substrate, leaving areas ready for new installation on 4400 Cathedral Oaks Road, Santa Barbara, Santa Barbra County Education offices.</p> <p style="text-align: center;">(As noted on the Asbestos Survey by FCG Environmental September, 26, 2022)</p> <p>Abatement/Demo will be performed under a NPE area with 2000 NAM's exhausting to the outside of the building, HEPA vacuum and CDPH approved workers in PPE and air samples by a competent person. All area will be properly mark and protected during Abatement activities.</p> <p style="text-align: center;">All work will be performed in strict accordance with all federal, state and local regulations.</p> <p style="text-align: center;">TOTAL PRICE: \$ 3,150.00</p> <p>Exclusions:</p> <p>Abatement and / or demolition of any other items not specifically listed above. Removal / storage or reinstallation of any times to be reused, No 3rd Party Air Clearance post Abatement, NO SBCAPCD Notification enf-28, No Cut & Cap of Utilities, No Floor repair, No Furniture or Office Equipment relocate.</p>			
The following addendums are acknowledged to the extent that they are applicable to this proposal:			1
This proposal and the associated full price includes the following number of maximum site mobilizations.			1
Additional mobilizations to site will be at a set cost of:			\$ 1,250.00
Note: Any damage to finished surfaces, due to environmental containment work is beyond the control of MEC and any required repairs / repainting, IS NOT included in this proposal pricing.			
<p>Mec, Inc. retains all rights to salvage and equipment value. Price includes the submittal of a general environmental work plan only. This scope does not extend to performing work for any other trades except what is specifically identified above.</p> <p><u>Payment:</u></p> <p>1 Prices quoted herein do not provide for retention.</p> <p>2 Nothing in resulting subcontract shall require the Subcontractor to continue performance, if timely payments are not made to Subcontractor for suitably performed work.</p> <p>3 Net 30 Days: Late payments will be subject to all collection costs plus interest at 1.5% per month at the maximum allowed by law, whichever is greater.</p> <p><u>Indemnification / Liability:</u></p> <p>4 Nothing in resulting subcontract shall require MEC, Inc. to be liable for consequential and / or indirect damages.</p> <p>5 No back charge or claim of the Contractor for services shall be valid except by an agreement in writing with the Subcontractor before the work is executed, except in the case that the Subcontractor fails to meet any requirement of the subcontract agreement.</p> <p><u>Other Contract Language:</u></p> <p>6 MEC, Inc. retains all rights allowed by law. Subcontract shall not require Subcontractor to waive any legal rights.</p> <p>7 Termination of any agreement resulting from this proposal, for convenience of the Contractor is strictly prohibited, unless agreed to in writing by an authorized MEC, Inc. representative.</p> <p>8 This proposal shall be incorporated as an Exhibit of any subcontract or purchase order for work contained here-in. Notwithstanding, anything to the contrary contained in any Subcontract, the General Contract, the General Terms and Conditions and / or any other Contract Document related hereto, the MEC, Inc. proposal attached to the contract as an Exhibit incorporated into the contract shall superseded any such inconsistent or contrary. In the event of a partial acceptance of the work proposed, a revised proposal would be provided for incorporation into the agreement document.</p> <p>9 Any and all work performed by MEC, Inc. and ordered (verbally or written) by the Contractor prior to mutually signing an agreement including initialing all changes shall be governed by this proposal.</p> <p>10 The prices quoted herein are bid as a package. Partial acceptance will be cause for price changes and no retention shall be withheld.</p> <p>11 MEC, Inc. retains the right to refuse to perform extra work at force account.</p> <p>12 For each day that MEC, Inc. cannot work, due to any scheduled scope of work or area not being ready, each day will each count as a single mobilization.</p>			
Acceptance of Proposal: _____ The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Date of Acceptance: _____		Signature _____ Signature _____	



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

Resolution No. 2509

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 528 South Broadway, Santa Maria, California, for the development of Transitional-Kindergarten (T-K) programming 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 18 and November 5, 2024), between the Scharin Family Trust and the Santa Barbara County Education Office (“Purchase Agreement”); and

WHEREAS, the owner of the Real Property is the Scharin Family Trust (“Seller”); and

WHEREAS, the Scharin Family Trust 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 the Scharin Family Trust 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 13th day of December, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Judith Frost, President
Santa Barbara County Board of Education

Dr. Susan Salcido, Clerk/Secretary
Santa Barbara County Board of Education

November 22, 2024

Scharin Family Trust
Mr. Johan Scharin
c/o Brian McCabe and Chris Garner
Pacifica Commercial Realty
250 Professional Parkway
Santa Maria, CA 93455
blacabe@pacificacre.com; cgarner@pacificacre.com

Tricia Kenney
1225-E Coast Village Road
Montecito, CA 93108
Trisha.Kenney@ctt.com

RE: Notice of Disapproved Contingency Items (Conditional Approval of Contingencies 9.1 (b) Physical Inspection and 9.1 (c) Hazardous Substances Conditions Report)/and Buyer's Request pursuant to 9.3 of the Purchase and Sale Agreement for Property at 528 S Broadway, Santa Maria, CA 93454. Revised as set forth below in red related to Contingencies 9.1 (c) and 9.1(b)

Dear Mr. Scharin and Ms. Kenney,

Pursuant to paragraph 9.3 of the Purchase and Sale Agreement for the 528 S. Broadway property (Escrow # 7742400638) ("Subject Property"), the Buyer submits this Buyer's Request contemporaneous with this notice of disapproved (conditionally approved) contingency items:

Contingency 9.1(c) Hazardous Substances Conditions Report:

The Buyer obtained information (through its Phase I Environmental Site Assessment performed by Dudek) that the Subject Property was historically developed and operated as a gas station with multiple underground storage tanks (USTs) from approximately 1959 to 1977. Given, in particular, Buyer's intended use of the Subject Property as an operating Transitional-Kindergarten ("TK") site, the Buyer is concerned with confirming the removal of the USTs, and investigating the potential for the presence/absence of residual concentrations of gasoline range total petroleum hydrocarbons (TPH-g) and volatile organic compounds (VOCs) on the site. Buyer appreciates the Seller's responsiveness to Buyer's concerns and Seller's initiation of and payment of costs for a "Preliminary Soil and Soil Assessment Activities" investigation to be performed on the site by Padre Associates, Inc.

Buyer's approval of contingency 9.1(c) is contingent on confirming the removal of the USTs and absence of residual concentrations of gasoline range total petroleum hydrocarbons (TPH-g) and volatile organic compounds (VOCs) on the site that exceed regulatory levels.

Buyer's Request Associated with Contingency 9.1(c): Buyer requests that it be granted additional time extension to satisfy Contingency 9.1(s) which currently provides that the Santa Barbara County Board of Education will ratify the executed Purchase and Sale Agreement on or

November 22, 2024

Page 2

before November 30, 2024. Buyer requests that the time in Section 9.1(s) be modified as follows: “The Property Purchase is contingent on approval by the Santa Barbara County Board of Education through ratification of the executed Purchase and Sale Agreement within the following timeline:

- If the Padre Final Phase 2 Report prepared subsequent to its investigation performed per its proposal dated October 21, 2024 (“Padre Final Phase 2 Report”) is received by the Buyer on or prior to December 9, 2024, ratification on December 13, 2024;
- If the Padre Final Phase 2 Report is received by Buyer after December 9, 2024, ratification on the later of three (3) weeks after Buyer’s receipt of the Padre Final Report or January 9, 2025.”

In accordance with the requested extension, Buyer requests/proposes the following modification to the last sentence of Section 1.1: Unless property is vacant and ready for Buyer’s sole possession by March 10, 2025, Buyer has the right to terminate this Agreement, cancel escrow and have deposit returned by giving written notice within 7 days after period ends.

Contingency 9.1(b) Physical Inspection: Pursuant to its Due Diligence inspection of the Subject Property, Buyer noted that the need for: i) roof repair, ii) HVAC replacement, and iii) asbestos and lead removal. Buyer’s estimate of costs associated with the repairs and asbestos and lead removal are i) roof - \$80,000; ii) new HVAC units - \$30,000, and iii) asbestos and lead removal \$30,000.

Buyer’s Request Associated with Contingency 9/1(b): Buyer requests price reduction of \$70,000 to account for the physical repair costs for a total of \$2,630,000. This would modify the price at 3.1 of the Purchase and Sale Agreement to \$2,630,000.

Buyer very much appreciates Seller’s time and consideration of Buyer’s requests and looks forward to receiving Seller’s Response per 9.3 of the PSA.

Best regards,

Steven Torres
Assistant Superintendent/Administrative Services
Santa Barbara County Education Office

cc: torres@g-tlaw.com



COUNTER OFFER - BUYER

Dated: September 18, 2024

By and Between

Seller: Scharin Family Trust

Buyer: Santa Barbara County Education Office

Property Address: 528 S. Broadway, Santa Maria, CA 93454
(street address, city, state, zip)

APN: 125-101-008

Buyer executed and presented to Seller the "Standard Offer and Agreement for Purchase of Real Estate" dated September 6, 2024, regarding the above-referenced Property and Parties (hereinafter the "Offer"). Thereafter, Seller executed and delivered to Buyer the "Counter Offer - Seller" dated September 16, 2024. Full and complete copies of both the Offer and Seller's Counter Offer are attached hereto and incorporated herein by reference.

1. Buyer hereby accepts Seller's Counter Offer provided the Seller agrees to the following changes in said Counter Offer:

(Please check the appropriate box or boxes)

- ☐ Initialed pen and ink changes have been made to the Offer.
- ☐ Seller shall be deemed to have initialed paragraph 21 regarding liquidated damages and paragraph 22 regarding arbitration of disputes
- ☒ The changes are detailed in the addendum attached hereto consisting of paragraphs i through iv.
- ☐ The changes are set forth below.

NOTE: PARAGRAPHS IN THE OFFER WHICH REQUIRE INITIALS BY ALL PARTIES, BUT ARE NOT INITIALED BY ALL PARTIES, ARE EXCLUDED FROM THE FINAL AGREEMENT UNLESS SPECIFICALLY REFERENCED FOR INCLUSION IN THIS COUNTER OFFER.

2. **REMAINING TERMS:** All of the terms and conditions contained in the Seller's Counter Offer which have not been specifically modified or deleted by this Counter Offer are hereby approved by Buyer.

3. **EXPIRATION:** This Counter Offer shall expire and be revoked, without further notice, at 5:00 pm on September 23, 2024, unless it is accepted and signed by Seller and a fully executed copy is actually received by Buyer's agent Pacifica Commercial Realty prior to said time. Upon expiration, Buyer's Deposit, if any, shall be promptly returned. This Counter Offer may be executed in counterparts.

4. **TIME:** Time is of the essence.

5. **BINDING EFFECT:** This Counter Offer, when fully executed by both Buyer and Seller, and delivered and received as specified above, shall be a binding contract. Signatures to this Counter Offer accomplished by means of electronic signature or similar technology shall be legal and binding. 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 ADVISED TO SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.

NOTE:

- THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.
 - IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO OF ITS CORPORATE OFFICERS.
6. The undersigned Buyer agrees to purchase the Property on the terms and conditions stated herein.

BUYER'S BROKER

Pacifica Commercial Realty

Attn: Brian LaCabe/Christopher Garner

Title: Agent/Agent

Address: 2520 Professional Parkway, Santa Maria, CA 93455

Phone: 805-928-2800

Fax: _____

Email: blacabe@pacificacre.com/cgarner@pacificacre.com

Federal ID No.: _____

Broker License #: 02092303

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COB-2.02, Revised 10-22-2020

BUYER

Santa Barbara County Education Office

Signed by: 9/20/2024

By: Steve Torres

Title: Associate Superintendent Administrative Services

Phone: 805-964-4711

Fax: _____

Email: storres@sbceo.org

By: _____

Name Printed: _____

Initial _____

Title: _____

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Page 1 of 2

Agent DRE License #: 01026699/01010310

Phone: _____

Fax: _____

Email: _____

Address: P.O. Box 6307, Santa Barbara, CA 93160-6307

Federal ID No.: _____

7. **ACCEPTANCE:** Seller accepts the foregoing Counter Offer and agrees to sell the Property on the terms and conditions specified, and authorizes Brokers to deliver a signed copy to Buyer.

SELLER'S BROKER

Pacifica Commercial Realty

Attn: Brian LaCabe/Christopher Garner

Title: Agent/Agent

Address: 2520 Professional Parkway, 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

SELLER

Scharin Family Trust

Signed by:

By: Johan Scharin 9/23/2024

Name Printed: Johan Scharin

Title: Trustee

Phone: 805-964-9769

Fax: _____

Email: laderaproperties805@gmail.com

Signed by:

By: Pamela Mays 9/23/2024

Name Printed: Pamela Mays

Title: Trustee

Phone: _____

Fax: _____

Email: _____

Address: P.O. Box 60653, Santa Barbara, CA

Federal ID No.: _____

9/23/2024 11:30


8. **ACKNOWLEDGMENT OF RECEIPT:** Buyer's agent hereby acknowledges that a copy of the Counter Offer executed by Seller was received on _____ at _____ am/pm.

DocuSigned by:

By: Brian L. Lacabe

Name Printed: Brian LaCabe

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COB-2.02, Revised 10-22-2020

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Last Edited: 9/20/2024 3:05 PM

Page 2 of 2

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

Date: September 19, 2024

By and Between

Buyer: Santa Barbara County Education Office

Seller: Scharin Family Trust

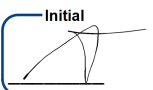
Property Address: 528 S. Broadway, Santa Maria, CA 93454
(street address, city, state, zip)

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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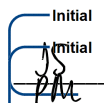
- i. Section 1.1 - Escrow to close the later of sixty (60) days after the waiver or satisfaction of Buyer's contingencies or upon the subject property being delivered vacant and ready for Buyer's sole possession and occupancy. Prior to close of escrow, Buyer has the right to conduct inspection of the vacant premises and disapprove any significant adverse premises condition. Unless property is vacant and ready for buyer's sole possession by January 31, 2025, Buyer has the right to terminate this Agreement, cancel escrow and have deposit returned by giving written notice within 7 days after period ends.
- ii. Sections 9.1(a) through 9.1(q), Contingencies to Closing - Buyer shall have forty-five (45) days from mutual execution of the purchase and sale agreement and the opening of escrow to satisfy itself as to all of the conditions contained in the above referenced sections.
- iii. Section 9.1(r) - Modify this section to read "Seller to assume sole cost and responsibility for termination and discontinuation of existing leases and Tenant removal"
- iv. Section 9.1 (s) - The Property Purchase is contingent on approval by the Board of the Santa Barbara County Education Office through ratification of the executed Purchase and Sale Agreement on or before November 30, 2024.

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APA-1.03, Revised 10-22-2020

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**STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS
FOR PURCHASE OF REAL ESTATE**
(Non-Residential)

Dated: September 6, 2024

1. Buyer.

1.1 Santa Barbara County Education Office, ("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~~ 45 days after the waiver or satisfaction of the Buyer's Contingencies, ("Expected Closing Date") to be held by Chicago Title Company ("Escrow Holder") whose address is 1225-E Cost Village Road, Montecito, CA 93108, Escrow Officer Tricia Kenney (trisha.kenney@ctt.com), 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 six thousand five hundred (6,500) square foot, single level commercial building on +/-30,491 square foot parcel of commercially zoned land is located in the County of Santa Barbara, is commonly known as (street address, city, state, zip) 528 S. Broadway, Santa Maria, CA 93454 and is legally described as: To be provided in escrow (APN: 125-101-008).

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 interior safe/vault (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, and _____ all of which shall 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 \$2,700,000.00, 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):

\$2,700,000.00

~~(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:

\$2,700,000.00

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~~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~~ 14 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 \$50,000.00. 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).

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, 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.

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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 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

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10 days from the receipt of said disclosures to approve or disapprove the matters disclosed.

(b) *Physical Inspection.* Buyer has ~~10 or~~ 20 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~~ 90 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 _____ 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 _____ 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 _____ 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 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 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 _____ 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 _____ 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 _____ 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 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

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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.

9.1 (r) The Property shall be free of tenants and/or any other occupants, so that Buyer shall take sole and unconditional possession of the Property and may immediately and fully occupy the Property upon close of Escrow. Buyer to assume sole cost and responsibility for termination or discontinuation of existing leases and tenant removal.

9.1 (s) The Property Purchase is contingent on approval by the Board of the Santa Barbara County Education Office through ratification of the executed Purchase and Sale Agreement within 45 days after its mutual execution.

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.

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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 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. **Seller has not discharged or permitted the storage on the Property of any hazardous materials, and is not aware of any discharge or storage of hazardous materials on the Property by any other persons or entities.**

(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. **Seller to warrant that the Property will be vacant and ready for immediate sole possession and occupation by the SBCEO at close of escrow.**

(g) *Mechanics' Liens.* There are no unsatisfied mechanics' or materialmen's 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 any way 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.

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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.

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 _____ on the date of _____, 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 \$50,000.00. 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.

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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. 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.

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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. (Santa Barbara Superior Court) 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. **Any formal dispute or complaint arising out of this Agreement shall be venued in the Santa Barbara County Superior Court – Anacapa Division and/or the Central District of California.**

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*

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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 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 ____ through ____ . (If there are no additional provisions write "NONE".)

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:

- SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.
- 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:

- THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.
- 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.

BROKER

Pacifica Commercial Realty

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

Address: 2520 Professional Parkway, Santa Maria, CA
93455
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Date: 9/13/2024

BUYER

Santa Barbara County Education Office

Signed by:
By: Steve Torres
Name Printed: Steve Torres
Title: Associate Superintendent Administrative Services
Phone: (805) 964-4711

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Phone: 805-928-2800
Fax: _____
Email: blacabe@pacificacre.com/cgarner@pacificacre.com
Federal ID No.: _____
Broker DRE License #: 02092303
Agent DRE License #: 01026699/01010310

Fax: _____
Email: storres@sbceo.org

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

Address: P.O. 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 5 % of the Purchase Price to be divided between the Brokers as follows: Seller's Broker 2.5 % and Buyer's Broker 2.5 %. 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.

BROKER

Pacifica Commercial Realty

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

Address: 2520 Professional Parkway, 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

Date: _____

SELLER

Scharin Family Trust

By: _____
Name Printed: Johan Scharin
Title: Trustee
Phone: 805-964-9769
Fax: _____
Email: _____

By: _____
Name Printed: Pamela Mayes
Title: Trustee
Phone: _____
Fax: _____
Email: laderaproperties805@gmail.com

Address: P.O. Box 60653, Santa Barbara, CA 91360
Federal ID No.: _____

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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. 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 his or her 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: 9/13/2024
Signed by: Steve Torres
C4E7C6D51F5F41F...
☐ Buyer ☒ Seller ☐ Lessor ☐ Lessee Date: _____

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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THIS FORM HAS BEEN PREPARED BY AIR CRE. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

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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 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)** "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. **(m)** "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 he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to 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.

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.

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

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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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