

GROUND USE LICENSE  
BY AND BETWEEN  
SAN DIEGO UNIFIED SCHOOL DISTRICT AND  
MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION

THIS GROUND USE LICENSE (“License”) is made by and between San Diego Unified School District, whose principal address is 4100 Normal Street, San Diego, CA 92103 (“District”) and Magnolia Educational and Research Foundation doing business as Magnolia Public Schools, whose principal address is 13950 Milton Ave, Suite 200B, Westminster, CA 92683 (“Magnolia”), collectively be referred to herein as the “Parties,” and individually as a “Party,” as follows:

**R E C I T A L S**

**WHEREAS**, Magnolia Science Academy (“MSA San Diego”) is a charter school approved by the Board of Education of the District and operates pursuant to its charter and any Operations Agreement; and

**WHEREAS**, the Parties wish to enter into this License whereby the District would permit the use of a part of the ground situated at the District-owned real property known as De Anza School site, with an address of 6525 Estrella Ave., San Diego, CA 92120 (collectively as “the Site”), so Magnolia may furnish and install portables, at its own expense, for the sole purpose of operating a charter school in the District’s geographical boundaries, consistent with its charter approved by the District;

**WHEREAS**, the **Premises** that are the subject of this License refers to the ground containing approximately 3.57 acres; 155,470 square feet located at the **Site**, more specifically described in **Exhibit A** attached and incorporated by reference; and

**WHEREAS**, the Parties desire to set forth the terms and conditions under which Magnolia will occupy the Premises;

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

**Section 1. Term, Use of Premises, & Early Access.** The term of this License (“Term”) shall commence on July 1, 2017 provided that Magnolia has paid for and obtained Division of State Architect (“DSA”) certification of its improvements prior to its occupancy of the Premises (“Commencement Date”), and will end on June 30, 2020, which runs concurrently with Magnolia’s charter, contingent upon Magnolia’s “in good standing” status with the District and Magnolia’s operation of a public charter school in the District’s geographical boundaries, consistent with its charter approved by the District; otherwise, this License is null and void. The foregoing notwithstanding, upon any extension or renewal of Magnolia’s charter to run co-terminus, this License, if requested by Magnolia and if approved by the District Board of Education, will be extended for the period of time for which the charter was extended or

renewed, subject to the terms of this License. The District Board of Education agrees to favorably consider extending this License provided the MSA San Diego charter petition is extended or renewed, as aforesaid, and that Magnolia has faithfully and diligently complied with its obligations and duties under this License. This document is a license, not a lease.

Notwithstanding the foregoing, prior to Commencement Date, the District will allow Magnolia early access to the Premises to construct Tenant Improvements, provided in Section 2 of this License, and to outfit the Premises, after the Parties have approved the License, Magnolia has provided the required certificates of insurance to the District, and Magnolia has obtained DSA and District approval of plans for development of the Premises.

**Section 2. Intended Improvements by Magnolia.** The District will be responsible for any environmental remediation, if applicable, including but not limited to, asbestos containing material (ACM), lead-based paint (LBP), or any other condition, currently existing on the Site or any existing improvements located at the Site at the time this License is executed. The Parties agree that the District may satisfy this obligation by either (1) performing the abatement prior to delivery of the Premises to Magnolia; or (2) reimbursing Magnolia for costs solely related to abatement. The District's election of option (1) or (2) shall be based on any applicable ACM/LBP reports, a comparison of the cost for abatement from Magnolia's contractor and District's contractor, scheduling, and other considerations. Regardless of the District's election of option (1) or (2), Magnolia shall be responsible for demolition of existing portables on the Premises at its own expense and the cost and construction of its own improvements to the Premises ("Tenant Improvements"), which includes, but is not limited to full and complete costs for the following: architectural and civil/structural engineering, DSA certification and DSA inspection, site planning, grading & paving repair, utility coordination, trenching, landscaping, and installation of approximately 19 portables approved by DSA and compliant with applicable requirements for an educational occupancy, testing, inspection, and associated costs. Attached and incorporated by reference as **Exhibit B is an updated project financing summary from Magnolia.**

If the License is not renewed prior to the end of the Term and upon the termination or expiration of the License, whichever occurs first, Magnolia shall remove, at its sole expense, any improvements, encumbrances, and fixtures from the Premises and return the ground to substantially the same original condition by the District's specified deadline, unless otherwise agreed upon by the District in writing. Failure of Magnolia to timely remove any Tenant Improvements at its own expense will mean that the District (1) will remove them at Magnolia's expense, or (2) allow them to remain on the Premises as District-owned property at no cost to the District, except if the portables are leased but not owned by Magnolia upon expiration or termination of the License, the District agrees that it will not claim leased portables as District-owned property. The District has the right, but not the obligation to elect (1) or (2) relating to Tenant Improvements, upon the termination or expiration of the License.

**Section 3. Condition of Property and Environmental Review under CEQA.** Upon execution of the License, the District will provide documents associated with existing environmental conditions such as asbestos or lead management plans, if any.

Magnolia, at its sole cost and expense, shall comply with all applicable laws, regulations, rules, and orders with respect to its use and occupancy of the Premises.

Magnolia has entered into a cost recovery agreement with the District whereby Magnolia bears the full costs of paying an environmental consultant to perform California Environmental Quality Act (CEQA) review prior to commencement of any Tenant Improvements, as described in Section 2 above, with District as lead agency. Magnolia shall deposit sufficient monies with the District to pay for any costs incurred by the District, including, but not limited to, staff time incurred as a result of any CEQA review.

Magnolia shall be financially and legally responsible for compliance with environmental laws and regulations the extent that Magnolia has triggered any activities or caused any modifications or improvements to occur on the Premises.

In the event that allocation of the Premises or use or modification of the Premises by Magnolia triggers the application of and/or compliance with CEQA or compliance with any existing environmental mitigation measures related to ongoing use of the Premises, Magnolia shall comply with same. Should Magnolia engage in any activity on the Premises that constitutes a “project” under CEQA, the cost of CEQA compliance shall be borne in full by Magnolia, but the District shall act as the lead agency for the purposes of such CEQA compliance. Should Magnolia fail to inform the District of activities that may require CEQA compliance in advance of engaging in such activities, Magnolia shall assume all liability for legal claims arising out of said failure.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Premises, in whole or in part as a result of Magnolia’s use and occupancy thereof, Magnolia, at its expense, shall be obligated to clean and restore all the property affected, to the satisfaction of the District and any governmental agencies having jurisdiction over the Premises.

Magnolia shall notify the District immediately upon any property loss related to the Premises or damage sustained at the Site.

**Section 4. Relocation Costs.** As part of Magnolia’s consideration for the use and occupancy of the Premises, Magnolia shall pay the District \$20,000 (twenty thousand dollars), which represents ½ of the costs of moving the Child Development Center inventory located on the Site to another location within the District. Fourteen (14) days after execution of this License, Magnolia expressly authorizes the District to transfer \$20,000 from Magnolia’s treasury account to the District’s treasury account for relocation costs.

**Section 5. Subcontract and Assignment.** Neither party shall assign its rights, duties, or privileges under this License, nor shall a party attempt to confer any of its rights, duties, or privileges under this License (including that of sublease) on any third party, without the advance written consent of the other party. Magnolia shall not, without the express advance written approval of the District, sublease, pledge, encumber, mortgage, or otherwise transfer or assign to any party whatsoever any interest in the Site or the Premises.

**Section 6. Use Payment.** Commencement Date triggers Magnolia's obligation for the Use Payment. As consideration for use of the Premises during the Term, Magnolia shall pay to District \$20,000/month, due on the 1<sup>st</sup> of the month and shall be late if received after the 10<sup>th</sup> of the month, which is \$240,000/year, as Use Payment, and fourteen (14) days prior to Commencement Date, Magnolia shall deposit first and last month's Use Payment totaling \$40,000 to the District. Failure of Magnolia to deposit \$40,000 to the District within the time prescribed shall render this License null and void.

All Use Payments shall be paid by Magnolia to the District promptly, without deduction, setoff, prior notice, or demand. Towards that end, Magnolia expressly authorizes the District to transfer its monthly Use Payment of \$20,000/per month from Magnolia's treasury account to the District's treasury account, such that the monthly Use Payment is received by the District no later than the 10<sup>th</sup> of the month. In addition, Magnolia expressly authorizes the District to transfer its first and last month's Use Payment totaling \$40,000, from Magnolia's treasury account to the District's treasury account, within the time prescribed in the above paragraph.

Upon any extension or renewal of Magnolia's charter and if Magnolia requests and if the District Board of Education approves to extend this License for the period of time to run co-terminus for which the charter was extended or renewed, the District shall increase the amount of the Use Payment by 2.5%.

This License does not affect Magnolia's existing legal and contractual obligations to pay the District for its supervisorial oversight and other District fees.

To the extent that Magnolia's treasury account has insufficient funds at the time of transfer, Magnolia acknowledges that late payment by Magnolia to the District of any payments and other sums due hereunder will cause the District to incur costs not contemplated by this License, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of any sum due from Magnolia shall not be received by the District by 4:00 p.m. within ten (10) days after such amount shall be due, Magnolia shall pay to the District, as additional charges, a late charge equal to five percent (5%) of such overdue amount or the maximum amount allowed by law, whichever is less. The Parties agree that such late charges represent a fair and reasonable estimate of the costs the District will incur by reason of late payment by Magnolia. Acceptance of such late charge by the District shall in no event constitute a waiver of Magnolia's default with respect to such overdue amount, nor prevent the District from exercising any of its other rights and remedies granted hereunder.

Taxes, late charges, costs, and expenses which Magnolia is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of Magnolia's failure to pay such amounts, and all reasonable damages, costs, and attorneys' fees, and expenses which the District may incur by reason of any default of Magnolia or failure on Magnolia's part to comply with the terms of this License, shall be deemed to be additional charges ("Additional Charges") and, in the event of nonpayment by Magnolia, the District shall have all of the rights and remedies with respect thereto as the District has for the nonpayment of the monthly Use Payments.

**Section 7. Modifications to the Premises; Additional Installation of Improvements.** No structures, improvements, fixtures (as defined in Civil Code 660), alterations (excluding painting of any interior or exterior surfaces or daily maintenance), or facilities, shall be constructed, erected, altered, added, or made on or within the Premises or Site without the prior advance written approval of the District and subject to terms agreeable to the District, and, if required, the Division of the State Architect. On submission of a request for improvement(s) by Magnolia, the District shall commit to respond to the request within 30 days of the District's receipt of the request. The placement of additional facilities on the Premises, including portable or modular buildings, or the allocation of any additional land or classroom space at the Premises, is subject to approval by the District, and if such approval is given, the Parties shall enter into a separate agreement or amendment hereto, and the construction or installation of additional facilities shall occur at the sole cost and expense of Magnolia. If Magnolia makes any modification to the Site or Premises in violation of this provision, it shall be required to restore the Site and Premises to their original condition at Magnolia's sole expense and shall pay any further damages resulting from Magnolia's modification to the Site or Premises. "Original condition" as used in this provision shall refer to the condition in which the Site and Facilities existed upon the date of initial occupancy of the Premises by Magnolia.

**Section 8. Furnishings and Equipment.** To the extent that Magnolia intends to use the District-provided furnishings and equipment from its current site to the Premises, Magnolia shall return all District-owned furniture and equipment to the District at the end of the Term, or upon vacating the Site and Premises, whichever occurs first. The furniture and equipment shall be returned to the District in the same condition as received, with the exception of reasonable wear and tear.

Magnolia shall not sell or otherwise dispose of any District-owned furniture or equipment for any reason. If Magnolia deems any District-owned furniture or equipment to have become excess, obsolete, or beyond economical repair, Magnolia shall contact the District to request that the District remove the furniture or equipment from the site.

The Parties shall develop a mutually agreeable inventory of the District-owned furniture and equipment that will be located at the Site. No later than 60 days after Commencement Date, or as mutually agreed upon by the District and Magnolia, the District shall provide a complete inventory of all District-owned furniture and equipment provided by the District for Magnolia's use at the Premises. No later than 30 days thereafter, or as mutually agreed upon by the District and Magnolia, Magnolia shall execute and return the inventory list to the District.

The District contact for matters relating to Magnolia's use of District-owned furniture and equipment shall be:

Rose Gustafson, Materiel Control Manager  
Materiel Control Department  
San Diego Unified School District  
Phone ....(858) 522-5850  
Fax .....(619) 542-5750

**Section 9. District Right to Sell.** If the District wishes to sell the Site or the Premises, the District shall follow the process required under Education Code section 17455 *et seq.* and provide reasonable notice under Education Code section 17464. Magnolia shall have the right to negotiate the acquisition of the Site with the District before it is made available to the general public pursuant to Education Code section 17464, as applicable.

**Section 10. Utilities.** Upon execution of this License which includes Magnolia's early access as provided in Section 1 and construction of Tenant Improvements provided in Section 2, Magnolia shall be solely responsible for the cost of utilities (i.e., gas, electricity, water, trash, telephone, and internet) used or consumed by Magnolia, its contractors, agents, or representatives on the Premises, in Magnolia's own name.

**Section 11. Maintenance of Premises and Improvements.** Magnolia will maintain the Premises and any improvements it occupies in good order at its own expense. Tree trimming is part of Magnolia's maintenance obligation.

**Section 12. Access.** Magnolia shall permit the District, its agents, representatives, or employees, to enter upon the Site and the Premise for the purpose of inspecting same. The District shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants or if access is for purposes of meeting the District's oversight obligations.

**Section 13. Insurance.** Magnolia shall, at its sole expense, commencing as of the date of this License, and during the entire Term hereof, procure, pay for, and keep in full force and effect the following insurance:

- (a) **General Liability Insurance.** Magnolia shall maintain throughout the Term of this License, at its own expense, general liability insurance with limits of liability of \$5,000,000 per occurrence for bodily injury, personal injury, and property damage. If any form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. This insurance shall include products and completed operations of the same limits as the policy limits. This insurance shall be endorsed to include the following: (i) the District, its officers, officials, employees, agents, and volunteers as additional insureds; (ii) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District (primary and contributory); (iii) a waiver of subrogation; and (iv) a written notice to be mailed to the District 30 days prior to the effective date of a cancellation or nonrenewal of such insurance.
- (b) **Automobile Liability.** Magnolia shall maintain throughout the Term of this License at its own expense, automobile liability insurance with limits of liability of \$2,000,000 combined single limits per accident, for owned, non-owned, or hired vehicles. Such insurance shall apply to any automobile, Symbol 1 of the ISO Form. Such insurance shall be endorsed to include the following: (i) the District, its officers, officials, employees, agents, and volunteers as additional insureds; (ii) a waiver of any right to contributions from any other coverage

purchased by, or on behalf of, the District (primary and noncontributory); (iii) a waiver of subrogation; and (iv) a written notice to be mailed to the District 30 days prior to the effective date of a cancellation or nonrenewal of such insurance.

- (c) **Property Insurance.** The District will continue to maintain its current levels of first party insurance on the structures on the Site. Magnolia shall secure and maintain property insurance that addresses business interruption and casualty needs, including flood and fire, and other hazards, with replacement costs coverage for all assets listed in Magnolia's property inventory and consumables. Magnolia shall secure property coverage with a minimum policy limit of 80% of the fair market value of Magnolia's contents.
- (d) **Workers' Compensation Insurance** as required by the State of California and Employer's Liability insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000. This insurance shall be endorsed to include the following: (i) a waiver of subrogation; and (ii) a written notice to be mailed to the District 30 days prior to the effective date of a cancellation or nonrenewal of such insurance.
- (e) **Pollution Liability:** Magnolia shall maintain throughout the Term of this License, at its own expense, pollution liability with limits of \$1,000,000 per occurrence.

Any and all deductibles or self-insured retentions applicable to the above-required insurance shall be specifically approved by the District prior to its application, except that the Property Insurance required above may include a deductible of not more than \$10,000 without prior approval.

The insurances required above shall be provided by insurers authorized to conduct business in the State of California which are rated "A-, VII" or better by the current A.M. Best's Rating Guide or an insurance joint powers authority with the consent of the District prior to commencement of such insurance. In the event coverage is written by a non-admitted insurer, the company must be included in the current California List of Approved Surplus Lines Insurers (LASLI list) and otherwise satisfy all rating requirements.

Magnolia shall provide proof of such insurance prior to taking possession and obtaining early access of the Site and Facilities, including copies of the endorsements specifically required above. Magnolia shall provide proof of renewal of any insurance required above, including any endorsements required, at least 15 days prior to the expiration of such insurance. All documents related to the requirements of this section of the License shall be provided by Magnolia to the District at the following location:

Ashley K. Fenton, Manager, Insurance & Risk Services  
Risk Management Department  
San Diego Unified School District  
Revere Center, Room 7  
4100 Normal Street  
San Diego, CA 92103  
Phone: ...(858) 627-7345  
Fax: .....(858) 627-7353

**Section 14. Indemnification.** Magnolia shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter District and District Personnel) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District and/or District Personnel, that may be asserted or claimed by any person, firm, or entity arising out of Magnolia's use of the Site and Premises or from the conduct of its business or from any activity, work, or other things done, permitted, or suffered by Magnolia in or about the Site and Premises after the District delivers possession of the Premises to Magnolia. This indemnity and defense provision shall exclude actions arising out of the willful negligence or intentional acts, errors, or omissions of the District and/or District Personnel.

**Section 15. Enforcement.** Magnolia's indemnity and insurance obligations described herein shall not in any way be read or construed as being limited or superseded by the indemnity or insurance provisions specified in any Operations Agreement with the District.

**Section 16. Title to Property.** The parties acknowledge that title to the Site and Premises is held by the District and shall remain in the District at all times.

**Section 17. Fingerprinting.** Magnolia shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1. The District shall be responsible for complying with all criminal background check laws for all employees or vendors that it directs to the Premises for any work to be performed at its direction.

**Section 18. Independent Status.** This License is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

**Section 19. Entire Agreement of Parties.** This License, and all its incorporated documents, constitute the entire agreement between the parties and supersede all prior discussions, negotiations, and agreements, whether oral or written. This License may be amended or modified only by a written instrument executed by the parties expressly indicating an intent to modify or amend this License.

**Section 20. California Law.** This License shall be governed by and the rights, duties, and obligations of the parties shall be determined and enforced in accordance with the laws of the



State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this License shall be maintained in San Diego County, California.

**Section 21. Waiver.** The waiver by any party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**Section 22. Successors and Assigns.** This License shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

**Section 23. Counterparts.** This License and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**Section 24. Captions.** The captions contained in this License are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

**Section 25. Severability.** Should any provision of this License be legally determined to be invalid, illegal, or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal, and enforceable.

**Section 26. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are incorporated herein by reference. In the event of conflict between the exhibits and the provisions of this License, the provisions of this License shall prevail.

**Section 27. Full Satisfaction of Proposition 39/Release of Claims.** Magnolia agrees that by accepting the Site and Premises, MSA San Diego waives any claims under California Education Code section 47614 and Proposition 39 and its implementing regulations for the school years included in the Term of this License, and withdraws with prejudice any Proposition 39 application for 2017-18 school year.

**Section 28. Termination.** This License may be terminated by the District based on a material default or breach by Magnolia, as set forth in Section A below, after Magnolia has been provided reasonable notice and an opportunity to cure. This License will automatically and immediately terminate upon the effective date of any termination or revocation of Magnolia's charter, or the cessation of Magnolia's operations for any reason.

**A. Default or Breach.** The occurrence of any one or more of the following events shall constitute a material default or breach of this License by Magnolia:

- (a) The failure by Magnolia to make timely payment of any fees due under this License where such failure shall continue for a period of forty-five (45) days after receipt of written notice thereof by the District to Magnolia;
- (b) The failure by Magnolia to observe or perform any of the covenants, conditions, or provisions of this License to be observed or performed by Magnolia where

such failure shall continue for a period of forty-five (45) days after receipt of written notice thereof by the District to Magnolia;

- (c) Revocation or nonrenewal of Magnolia's charter by the District or cessation of Magnolia's program for any reason;
- (d) The failure by Magnolia to utilize the Premises for the sole purpose of operating a charter school as authorized by this License and Magnolia's charter within the geographical boundaries of the District;
- (e) The failure of Magnolia to limit its use of the Premises to the space allocated to Magnolia pursuant to this License.

**B. Damages.** In the event this License is terminated pursuant to Section 28A (*Default or Breach*) above, or otherwise, the District shall be entitled to damages in the following sums:

- (a) The worth at the time of award of the unpaid payments/monthly installments which have been earned at the time of termination; plus,
- (b) The worth at the time of award of the amount by which the unpaid payments/monthly installments which would have been earned after termination until the time of award exceeds the amount of such loss or use that Magnolia proves could have been reasonably avoided; plus,
- (c) The worth at the time of award of the amount by which the unpaid payments/monthly installments for the balance of the term after the time of award exceeds the amount of such loss of use that Magnolia proves could be reasonably avoided; and,
- (d) Any other amount necessary to compensate the District for all detriment proximately caused by Magnolia's failure to perform Magnolia's obligation under this License, or which in the ordinary course of things would be likely to result there from including, without limitation, the following: (i) expenses for cleaning, repairing, or restoring the Site and Premises; (ii) costs of utilities and security precautions; (iii) expenses in retaking possession of the Site and Premises; and (iv) reasonable attorneys' fees and court costs.
- (e) The "worth at the time of award" of the amounts referred to in Subsections (a) and (b) of this section, is computed by allowing interest at the rate of Bank of America's or its successor reference rate plus three percent (3%) per annum. The "worth at the time of award" of the amounts referred to in Subsection (c) of this section is computed by discounting such amount at the discount rate of the Federal Reserve Board of San Francisco at the time of award plus one percent (1%). The term "payments/monthly installments" as used in this section shall include all sums required to be paid by Magnolia to the District pursuant to the term of this License.

**Section 29. Mediation of Disputes.** If a dispute arises between the District and Magnolia concerning the provisions of this License, nothing in this License shall preclude the dispute being subject to mediation in accordance with the procedures set forth in California Code of Regulations §11969.10(a) through §11969.10(e), if agreeable to both parties.

**Section 30. Notice.** Any notice required or permitted to be given under this License shall be deemed to have been given, served, and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the District:                   Gene Fuller, Director  
Real Estate Department  
4100 Normal Street, Annex 2, Room 101  
San Diego, CA 92103

With copy to                           Roy MacPhail, Director  
Instructional Facilities Planning Department  
San Diego Unified School District  
4100 Normal Street, Annex 2, Room 101  
San Diego, CA 92103

Deidre Walsh, Manager, Office of Charter Schools  
San Diego Unified School District  
4100 Normal Street, Annex 15  
San Diego, CA 92103

If to Magnolia:                       Caprice Young, Ph.D.  
CEO & Superintendent  
Magnolia Public Schools  
13950 Milton Ave, Suite 200B  
Westminster, CA 92683

With copy to:                         Frank Gonzalez  
Chief Growth Officer  
Magnolia Public Schools  
250 E. 1<sup>st</sup> Street, Suite 1500  
Los Angeles, CA 90012

Neal Millard  
Partner  
Music, Peeler & Garrett LLP  
One Wilshire Boulevard, Suite 2000  
Los Angeles, CA 9017

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the date of the License's approval by the District's Board of Education.

**MAGNOLIA EDUCATIONAL AND RESEARCH FOUNDATION DOING BUSINESS  
AS MAGNOLIA PUBLIC SCHOOLS**

By (Signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SAN DIEGO UNIFIED SCHOOL DISTRICT**

By (Signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

By (Signature): \_\_\_\_\_

Printed Name: Sandra Chong

Title: Assistant General Legal Counsel II

Date: \_\_\_\_\_

**Approved in a public meeting of the Board of Education of the San Diego Unified School District**

By (Signature): \_\_\_\_\_

Printed Name: Cheryl Ward

Title: Board Action Office

Date: \_\_\_\_\_