

**IN-LIEU FACILITIES USE AGREEMENT  
BY AND BETWEEN  
REDWOOD CITY SCHOOL DISTRICT AND  
CONNECT COMMUNITY CHARTER SCHOOL  
(2020-2022 School Years)**

THIS FACILITIES USE AGREEMENT ("Agreement") is by and between the **Redwood City School District**, a public school district organized and existing under the laws of the State of California ("District") and **Connect Community Charter School**, a California public charter school ("Charter School") existing under the District's oversight authority. The District and the Charter School are collectively referred to as the "Parties."

**RECITALS**

**WHEREAS**, the Charter School is a charter school approved by the District's Board of Education ("Board") to operate pursuant to its Charter and a Memorandum of Understanding ("MOU"); and

**WHEREAS**, pursuant to the requirements of California Education Code section 47614 and its implementing regulations ("Proposition 39"), on October 16, 2019, the Charter School submitted to the District a written request for facilities for the 2020-2021 school year ("Request"), projecting 189.88 in-district classroom average daily attendance ("ADA"); and

**WHEREAS**, pursuant to California Code of Regulations, title 5 ("Regulations"), section 11969.9(d), the District timely reviewed the Charter School's projections of in-district and total ADA and in-district and total classroom ADA, and the District agreed with the Charter School's in-district ADA projection; and

**WHEREAS**, pursuant to the requirements of Proposition 39 and agreement of the parties, by letters dated February 1, 2020, and April 1, 2020, the District provided to Charter School its preliminary and final proposals for facilities pursuant to Regulations Sections 11969.9(f) and 11969.9(h); and

**WHEREAS**, in a letter dated April 27, 2020, the Charter School provided notification to the District of its intent to occupy the space offered in the District's final proposal for facilities pursuant to Regulations Section 11969.9(i); and

**WHEREAS**, the Parties agree that this Agreement is entered into by the Parties as an alternative to strict compliance with Proposition 39, and the Parties desire to set forth the terms and conditions pursuant to which the Charter School will continue to occupy classrooms and use facilities ("Facilities"), including recreation, play space, furniture, and equipment installed therein by the District at the Fair Oaks Elementary School ("Site").

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

**Section 1. Use of Site and Facilities.** District agrees to allow Charter School exclusive and non-exclusive use of the classrooms and other space allocated to the Charter School, as detailed on the Space Allocation Summary Chart on the attached **EXHIBIT A**, for the sole purpose of operating the Charter School and its related classroom based educational

programs in accordance with the Charter School's charter and any MOU related to its operations for the Term.

(a) No additional space shall be allocated to the Charter School during the Term.

(b) Some of the Site and Facilities will be shared, as described, with KIPP Excelencia Charter School, and the terms and conditions related to Charter School's shared use shall be described and outlined and incorporated into this Agreement by reference.

(c) Upon the termination of this Agreement pursuant to Section 8 (Default and Termination), the right to use and occupation of the Site and Facilities shall revert to the District. As titleholder to the Site and Facilities (with the exception of those Charter School furnishings and equipment referenced in Section 4 (Furnishings and Equipment), the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including, but not limited to, use of such Site and Facilities for District programs and services.

(d) Charter School shall have full and exclusive use of the classroom space allocated to the Charter School. Although Charter School shall have full and exclusive use of the classrooms allocated, Charter School is bound by the terms of the Civic Center Act (Education Code section 38131 et seq.) and/or any joint use or recreational program use established by the District as described further in Section 3 (Civic Center Act Compliance).

(e) The Parties acknowledge that on March 4, 2020, State of California Governor Gavin Newsom declared a state of emergency due to the coronavirus (COVID-19) pandemic. Thereafter, the County of San Mateo issued shelter-in-place restrictions leading to public school closures. As of the date of this Agreement, the orders are still in place and the Site currently is closed and on-campus instruction is not permitted. When such orders are lifted, public school operations may be required to comply with restrictions or other applicable directives to ensure public health and safety. Charter School shall comply with all directives issued by the State of California, the State Board of Education, the State Superintendent of Public Instruction, the County of San Mateo, and other state or local agency with jurisdiction over public school programs at the Site (including the District), with regard to the operation of its educational program on the Site, including applicable rules and regulations pertaining to the management of infectious disease, social or physical distancing, class sizes, sanitation, cleaning and disinfecting standards, interaction with vendors and visitors to the Site, employee notices and training, posted safety plans and similar measures necessary to prevent the spread of disease. Charter School shall have sole responsibility for compliance with all government orders for its operations, students and personnel at the Site, and shall work cooperatively with the District and other occupants on the site to coordinate such measures if necessary. District shall share information with Charter School but shall have no responsibility for providing or funding additional space, rooms, supplies, services, or improvements related to COVID-19 or related illnesses beyond those outlined in this Agreement absent mutual agreement of the Parties, and assumes no liability related to illness or injury sustained by Charter School, its students, employees, guests and invitees related to COVID-19 or other infectious disease. Upon request of the District, Charter School shall provide information regarding disease control measures, and shall provide access to the District to inspect and verify compliance with all applicable laws.

**Section 2. Allocation of Space.** Pursuant to the requirements of Proposition 39, the allocation of classrooms and shared space on the Site and Facilities is based upon an assumption of **189.88** in-district ADA. With the exception of the storage unit to be placed onsite by Connect, the Charter School is not authorized to make any structural or permanent physical changes to the space unless permitted or required by Sections 11 (Maintenance of Site and Facilities), 12 (Installation of Improvements), and 13 (Condition of Property) of this Agreement. Charter School will have shared use of common spaces and specialized classroom space at the Site and Facilities as described more fully in the terms and conditions for the shared use arrangement.

Coordination of common spaces and shared use areas at the Site and Facilities shall be the responsibility of the onsite principals of each occupant. Charter School's total enrollment at the Site during the Term of this Agreement shall not exceed 235 students. Charter School must report their total and indistrict enrollment to the District each year during the Term to ensure compliance with this Section. This information must be provided to the District upon the District's request at any time.

**Section 3. Civic Center Act Compliance.** Charter School's hours of operation/use of the space allocated shall be reasonably equivalent to the hours of operation of District's programs operating at District's comparison school sites. The Charter School shall have primary use of the space allocated to the Charter School for the operation of its educational program during its regular school hours; however, provided that, after 5:00 pm during the week and all day on weekends and holidays, the Site and Facilities shall be subject to use by the public pursuant to the Civic Center Act and/or any joint use or recreational program use that has been established by the District. The District and the Charter School shall work together to minimize any disruption from any such joint use or recreational program to the Charter School's program. Civic Center Act use requests for use of the Site and/or Facilities by users other than Charter School shall be evaluated and handled by the District, but coordinated with the Charter School. Civic Center requests for use should be directed to the District Administration at:

District Contact:      Director of Facilities  
Phone: 650-482-2238  
Email: facilitiesuse@rcsdk8.net

**Section 4. Furnishings and Equipment.** The District shall provide reasonably equivalent furniture and equipment as defined by Regulations Section 11969.2(e), including furnishings and equipment necessary for Charter School to conduct basic classroom instruction (specifically, student desks, chairs, and blackboards), as well as reasonably equivalent front office furnishings and equipment. Furnishings and equipment purchased with non-district funds are excluded from the analysis of reasonably equivalent. Charter School shall not sell or otherwise dispose of furniture or equipment, and the District will not replace furnishings and equipment disposed of by the Charter School. Furniture and equipment will be provided from existing District inventory prior to the start of Charter School's academic year and will remain the property of the District. The Charter School shall return all District owned furniture and equipment to the District at the end of the Term, or upon vacating the Site and Facilities in the same condition as received, with the exception of reasonable wear and tear. Charter School will be responsible for any damage caused by its use excepting reasonable wear and tear. The Parties shall develop a mutually agreeable inventory of the furnishings and equipment that will be located at the Site and Facilities.

**Section 5. Telecommunications.** The Facilities are wired for telephone and computer data connectivity, including servers, routers, and switches. Reasonably equivalent

telecommunication equipment is already installed and available at the site. The Charter School shall provide any and all other communications equipment, including telephones, computer, and related hardware, software, and all required services the Charter School may require, and may use its own equipment instead. Any alterations or work required for the installation of any fixtures or equipment for telecommunications purposes must be requested and approved through "SchoolDude", the District's online maintenance and work order system. All approved work will be performed by District at Charter School's expense.

**Section 6. Reimbursement for Over Allocated Space.** Under this Agreement, Charter School is not be subject to Section 11969.8 of the Regulations for its allocation of space during the term under this Agreement.

**Section 7. Term.** The Parties agree to a two-year term of this Agreement, which shall commence on **July 1, 2020** and end on **June 30, 2022**. Should the Charter School require facilities for the subsequent school year, Charter School shall submit a request for facilities pursuant to Education Code section 47614 and the implementing regulations (Regulations, § 11969.1 et seq.). The District makes no guarantee or representation that the Site and Facilities will be available for any additional term beyond the current term and/or that a Site shall not be required to be shared with other programs or District charter schools in future years. The District retains all rights, including the right to move the Charter School in the future in accordance with Education Code Section 47614. In no event shall Charter School be entitled to additional facilities, furniture or equipment from the District under Proposition 39 or otherwise during the Term.

**Section 8. Default and Termination.** This Agreement will automatically terminate upon the effective date of any termination, non-renewal, or revocation of Charter School's charter or the cessation of Charter School's operations for any reason or upon the commission of a default or breach of its obligations by Charter School, provided that Charter School shall be provided with ten (10) days from the "Date of Default" as defined below, to discontinue its occupancy of the Site and Facilities. The occurrence of any one or more of the following events shall constitute a "Default" and material breach of this Agreement by Charter School if the Default has not been cured by the expiration of the deadline identified below in subsections (a) through (e) ("Date of Default"):

(a) The failure by Charter School to make timely payment of any fees due under this Agreement where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by District to Charter School;

(b) The failure by Charter School to observe or perform any of the covenants, conditions, or provisions of this Agreement to be observed or performed by Charter School (including shared use terms, if applicable) where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by District to Charter School, unless such failure cannot reasonably be cured within a period of thirty (30) days, in which case Charter School must commence efforts to cure said Default within a period a thirty (30) days and cure such Default by reasonable date set forth by the District;

(c) Revocation or non-renewal of Charter School's charter by the District or cessation of the Charter School's program for any reason, except where the District is legally required to delay termination of the Agreement during an appeal process pursued by the Charter School;

(d) The failure by Charter School to utilize the Site or Facilities for the sole purpose of operating a charter school and activities reasonably related to the operation of the Charter

School as authorized by this Agreement and the Charter School's charter and any MOU where such failure shall continue for a period of ten (10) days after receipt of written notice thereof by District to Charter School; and/or

(e) The failure of Charter School to limit its use of the Site and Facilities to the space allocated to Charter School pursuant to this Agreement and in conformity with the District's policies regarding the operations and maintenance of District facilities and furnishings and equipment where such failure shall continue for a period of ten (10) days after receipt of written notice thereof by District to Charter School. The Charter School need not comply with District policies regarding the operations and maintenance of the school facility and furnishings and equipment if variation has been approved by the District or in cases where actual school district practice substantially differs from official policies.

**Section 9. Costs.** The pro-rata charge for the Charter School's use of the Site and Facilities is reflected on the attached Space Allocation Summary Chart and was calculated using the following formula (Regulations, section 11969.7):

A per-square-foot amount equal to those school district facilities costs that the school district pays for with unrestricted revenues from the district's general fund divided by the total space of the school district multiplied by the amount of space allocated by the school district to the charter school.

The first payment shall be due no later than July 1, 2020, and each additional payment will be due on or before the first day of each month thereafter. The shared use cost is currently based on the estimated percentage of the total campus population attributed to Charter School's students for the next school year in relation to the total student population at the Site. In the event that Charter School and KIPP Excelencia Charter School mutually agree to change their shared use space allocation at the Site, the District and Charter School shall enter into an amendment to this Agreement to reflect such changes in Charter School's shared use space allocation currently set forth in Exhibit A and the proportional changes to the pro rata share charges for Charter School's shared use space.

**Section 10. Utilities.** Charter School shall be solely responsible for the cost of utilities used or consumed by the Charter School on the Site and Facilities, including, if applicable, the cost of telephone and internet access services. The District shall make reasonable efforts to meter utilities separately to measure and charge for Charter School's use. Where separate metering is not practical, utility, telephone, and internet costs shall be charged proportionally based on Charter School's ADA. District will invoice Charter School on a monthly basis for utility costs, and will provide copies of utility bills to enable Charter School to verify amounts charged. The District reserves the right to develop an alternative formula for measuring Charter School's use of utilities, telephone, and/or internet, if Charter School's actual usage appears disproportionate to a calculation based on ADA.

**Section 11. Maintenance of Site and Facilities.** The ongoing operation and routine maintenance of, including the furnishing of all supplies and materials to, the Site and Facilities are the responsibility of Charter School, and Charter School agrees to perform all routine maintenance required to keep and maintain the Site and Facilities in good, clean, orderly condition consistent with the current condition. If desired, Charter School may request District to perform routine maintenance and repairs to the Facilities, at Charter School's cost, and shall submit any such requests through SchoolDude and coordinate with the District's Director of Facilities. Charter School shall coordinate with co-occupants at the Site to establish parameters, scheduling, etc., for proper shared maintenance of the Site, including landscape

and grounds maintenance and custodial and other supplies for shared use areas of the Site. Charter School shall provide custodial services at its sole cost and expense, and shall coordinate such services as appropriate with co-occupants at the Site for those shared-use facilities. Charter School shall comply with all District's policies and practices for maintenance of its facilities, landscaping, and grounds. Charter School shall be responsible for repair of vandalism at the Site consistent with District policy for District schools. Charter School shall be responsible for repairs or corrections required as the result of damage caused by Charter School, its students, employees, agents, representatives, or invitees.

District shall assume the cost and responsibility for projects eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582, and the replacement of furnishings and equipment supplied by the District in accordance with District schedules and customary practices. The District shall be responsible for the major maintenance of the Site and Facilities. For purposes of this section, "major maintenance" includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, communication wiring, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. All other kinds of maintenance shall be the Charter School's responsibility. District shall have access to the Site and Facilities to perform maintenance and inspections and will coordinate such work with the Charter School administration.

**Section 12. Installation of Improvements.** No structures, improvements, fixtures (as defined in Civil Code section 660), alterations (including painting of any interior or exterior surfaces), or facilities shall be constructed, erected, altered, added, or made on or within the Site or Facilities without the prior written consent of District and subject to terms agreeable to District and, if required, the Division of State Architect. In the event Charter School makes any modification to the Site or Facilities in violation of this provision, it shall be required to restore the Site and Facilities to its original condition at Charter School's sole expense as soon as reasonably possible when requested by District. "Original condition" as used in this provision shall refer to the condition in which the Site and Facilities existed upon the walk-through as referenced in Section 13 (Condition of Property). No additional facility alterations will be permitted without written permission by the District.

The District is agreeable to the Charter School's placement of one (1) sign identifying the Charter School program at or near where the program will be housed at the Site, subject to the District Board's regulations on signage and one (1) storage unit at a mutually agreeable location to be determined by District's Director of Facilities and Charter School's representatives. Charter School shall be solely responsible for all costs of the sign and storage unit, including installation and removal.

**Section 13. Condition of Property.** The Charter School shall have an opportunity to "walk-through" the facilities with District Personnel to inspect and notate the condition of the facilities before commencement of the Term. The Charter School, 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 Site. District is responsible for appropriate modifications to existing facilities that may be necessary to comply with new laws or regulations consistent with the support provided to other District school sites.

The Charter School shall not be responsible for any and all legal compliance or environmental conditions that existed prior to the Charter School's occupancy of the Facilities. The District shall remain responsible for all legal compliance with, for example, the ADA, environmental laws, and other applicable building code standards for any existing compliance issue prior to the date of the Charter School's occupancy of the Site and continuing through

the Term of this Agreement. The Charter School shall assume responsibility for legal compliance to the extent that such compliance is triggered by any modifications or improvements made by the Charter School.

In the event that allocation of the Site and Facilities or modification of the Site and Facilities by the District under this Agreement triggers the application of and/or compliance with the California Environmental Quality Act ("CEQA") or compliance with any existing environmental mitigation measures related to ongoing use of the Site or Facilities, District shall comply with same at its own expense. Should Charter School make any modification or improvement to the Site or Facilities that constitutes a "project" under CEQA, the cost of CEQA compliance shall be borne in full by the Charter School, but District shall act as the lead agency for the purposes of such CEQA compliance. Should Charter School fail to inform District of activities that may require CEQA compliance in advance of engaging in such activities, Charter School 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 Site or Facilities, in whole or in part, as a result of the Charter School's use and occupancy thereof, the Charter School, at its expense, shall be obligated to clean all the property affected to the satisfaction of the District and any governmental agencies having jurisdiction over the Site. Where the resulting discharge, leakage, spillage, emission, or pollution results from a facilities system failure, the District will assume responsibility for required clean-up of the affected property.

**Section 14. Title to Property.** The Parties acknowledge that title to the Site and Facilities is held by the District and shall remain in the District at all times. In the event

Charter School fails to limit its use of the Site and Facilities to the space allocated to Charter School pursuant to this Agreement, it shall be in breach of the Agreement as set forth in Section 8(e) (Default and Termination) and shall be further subject to a fee at the rate of fifteen dollars (\$15.00) per square foot per day for any such space used or partially used by Charter School.

**Section 15. Fingerprinting.** Charter School 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 Site for any work to be performed at its direction.

**Section 16. Insurance.** In addition to the coverage described in the Memorandum of Understanding between the Parties, Charter School shall, at its sole costs and expense, commencing as of the date of this Agreement, and during the entire Term hereof, procure, pay for and keep in full force and effect 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 the Charter School's property inventory and consumables. The Charter School shall secure personal property coverage with a minimum policy limit of eighty percent (80%) of the fair market value of the Charter School's contents.

The Charter School shall provide proof of such insurance prior to taking possession of the Site and Facilities, including copies of the endorsements specifically required above. The Charter School shall provide proof of renewal of any insurance required above, including any endorsements required, at least fifteen (15) days prior to the expiration of such insurance.

**Section 17. Neighborhood and Site Coordination Issues.**

(a) It shall be the responsibility of the Charter School to maintain control and supervision of its students, staff, parents, volunteers, and other invitees at all times, and to develop and implement rules of conduct for students, staff, parents, volunteers, and other invitees while on the Site and in the neighborhood immediately surrounding the Site and Facilities. Charter School staff members shall wear identification badges and all volunteers, invitees, and visitors to Charter School shall sign in and obtain and wear visitor badges while on the Site, to the same extent that the District requires its employees, volunteers, and invitees to sign in and wear identification badges. The Charter School shall ensure that its students are adequately supervised at all times during the school day, including before-school and after-school hours, and during all times when students are on the Site, including weekends when school-related activities are being conducted. The Charter School shall ensure that the Site and Facilities are adequately locked and secured when they are unattended by the Charter School. The Charter School agrees to report to the District any written complaints received from neighbors or local residents or complaints or problems encountered involving co-occupants on the Site.

(b) Charter School is responsible for coordinating its use of the Site with the needs and schedules of any co-occupants of the Site, and developing shared use parameters and schedules for shared Facilities, paths of travel, ingress and egress, bell schedules and similar issues. Disputes regarding shared use of the Site or Facilities shall be referred to the District, and in the event that the parties are unable to resolve such a dispute, the District's decision in the matter shall be final and binding.

(c) Only activities related to the school program may be conducted on the Site and Facilities, and the Charter School shall not permit any non-program related group or organization to use the Site and Facilities for any purpose without express written permission of the District.

(d) So as to minimize the impact of the Charter School's operations on the surrounding neighborhood, the Charter School agrees to the following:

- i) The Charter School shall take all reasonable steps necessary to ensure that Charter School staff, students, and all visitors (including parents) observe traffic laws and park in designated parking spaces located on the Site. The Charter School also agrees to take all reasonable steps necessary to ensure that student drop-off and pick-up occurs solely in designated areas located on the Site.
- ii) The Charter School shall forward copies of all written complaints received by the Charter School regarding use of the Site and Facilities to the District

within three (3) business days of receipt. The Charter School shall, in consultation with the District, timely respond to all complaints, and shall provide copies of responses to complaints to the District within three (3) business days of response.

## **Section 18. Indemnification.**

(a) The Charter School 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, attorneys'

fees, and expert witness fees whether or not suit is actually filed and/or any judgment rendered against District and/or District Personnel that may be asserted or claimed by any person, firm, or entity arising out of the Charter School's use of the Site or Facilities or from the conduct of its business or from any activity, work, or other things done, permitted, or suffered by Charter School in or about the Site or Facilities after District delivers possession and/or use of the Site or Facilities to the Charter School, provided, however, that Charter School shall not have any obligation to indemnify, hold harmless, or defend the District, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors, and assigns against and from any and all claims, demands, actions, suits, losses, liabilities, expenses, and costs for any injury, death, or damage to any person or property occurring in, on, or about the Site or Facilities after District delivers possession and/or use of the Site or Facilities to the Charter School resulting from or arising out of the willful negligence or intentional acts, errors, or omissions of the District, its trustees, officers, employees, and agents or any person or entity not subject to the District's control and supervision.

(b) District shall indemnify, hold harmless, and defend Charter School, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter Charter School and Charter School Personnel) against and from any and all claims, demands, actions, suits, losses, penalties, obligations, errors, omissions, or liabilities, and costs, including legal costs, attorneys' fees, and expert witness fees whether or not suit is actually filed and/or any judgment rendered against Charter School and Charter School Personnel for any injury, death, or damage to any person or property occurring in, on, or about the Site or Facilities after District delivers possession or use of the Site or Facilities to the Charter School arising from the District's prior or current use or maintenance of the Site or Facilities or from prior or current conduct of its business or from any activity, work, or other things done by the District, its trustees, officers, employees, and agents in or about the Site or Facilities; provided, however, that District shall not have any obligation to indemnify, hold harmless, or defend the Charter School, its trustees, officers, employees, and agents against and from any and all claims, demands, actions, suits, losses, liabilities, expenses, and costs for any injury, death, or damage to any person or property occurring in, on, or about the Site or Facilities after District delivers possession and/or use of the Site or Facilities to the Charter School resulting from or arising out of the willful negligence or intentional acts, errors, or omissions of the Charter School, its trustees, officers, employees, and agents or any person or entity not subject to the District's control and supervision.

**Section 19. Proposition 39/Release of Claims.** With the understanding that this Agreement is entered into by the Parties outside of the Proposition 39 parameters and requirements, Charter School waives any claims regarding the sufficiency of District's compliance with or suitability of the Site and Facilities under Section 47614 and the Proposition 39 regulations for the 2020-2021 and 2021-2022 school years.

**Section 20. Access.** Charter School shall permit District, its agents, representatives, or employees to enter upon the Site or Facilities for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the Site or Facilities required by this Agreement. 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.

**Section 21. Notice.** Any notice required or permitted to be given under this Agreement 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, email, or facsimile transmission addressed as follows:

If to the District: John Baker, Superintendent  
Redwood City School District  
750 Bradford Street  
Redwood City, CA 94063  
Tel: 650-423-2248  
Fax: 650-423-2204  
Email: jbaker@rcsdk8.net

If to Charter School: Holly Walker  
635 Oakside Ave  
Redwood City, CA 94063  
Tel: (650)-562-7190; (650)-283-1155  
Fax: (650)-562-7191  
Email: hwalker@connectrwc.org

Any notice personally given or sent by email or 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. All notices shall be accompanied with a courtesy copy of such notice sent via email.

**Section 22. Subcontract and Assignment.** Neither Party shall assign its rights, duties, or privileges under this Agreement, nor shall a Party attempt to confer any of its rights, duties, or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other party. Charter School shall not sublease, pledge, encumber, mortgage, or otherwise transfer or assign to any party whatsoever any interest in the Site or Facilities.

**Section 23. Independent Status.** This Agreement 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 24. Entire Agreement of Parties.** This Agreement, and all of its incorporated documents, constitute the entire agreement between the Parties and supersede all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the Parties expressly indicating an intent to modify or amend this Agreement.

**Section 25. California Law.** This Agreement shall be governed by the rights, duties, and obligations of the Parties and 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 Agreement shall be maintained in San Mateo County, California.

**Section 26. 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 27. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns.

**Section 28. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document, including any electronic copies of signatures.

**Section 29. Captions.** The captions contained in this Agreement 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.

**Section 30. Severability.** Should any provision of this Agreement 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 31. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto, if any, are incorporated herein by reference.

[Signatures on Following Page.]

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement on the dates indicated below.

**District:**  
**REDWOOD CITY SCHOOL DISTRICT**

By: \_\_\_\_\_  
John Baker, Ed.D.  
Superintendent

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

**Charter School:**  
**CONNECT COMMUNITY CHARTER SCHOOL**

By: \_\_\_\_\_  
Holly Walker  
Director of Educational Services

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

**EXHIBIT A**  
**(Space Allocation Summary Chart)**

SPACE ALLOCATION SUMMARY CHART (2020-2022)			
CONNECT COMMUNITY CHARTER SCHOOL			
EXCLUSIVE USE: (\$0.75/sq. ft.)	TEACHING, SPECIALIZED, AND NON-TEACHING SPACE	SIZE	PRO RATA CHARGE
1-10.	Rooms 3 – 12 (10 total rooms)	9,600 sq. ft. total (960 sq. ft. each)	\$7,200.00
11.	Resource Room 29A (Next to Room 3)	442 sq. ft.	\$331.50
12.	Room 31	960 sq. ft.	\$720.00
13.	Storage in classroom wing	44 sq. ft.	\$33.00
14.	Storage Room (by Room 27)	76 sq. ft.	\$57.00
15.	Custodial Closet (by Room 27)	56 sq. ft.	\$42.00
16.	Small office (by Room 5)	54 sq. ft.	\$40.50
17.	Exterior Storage (by Room 5)	44 sq. ft.	\$33.00
18.	Non-Kindergarten Blacktop (off- street parking)	Off-Street Parking 8,000 sq. ft.	\$6,000.00
	<b><u>SUBTOTAL:</u></b>	<b><u>19,276 sq. ft.</u></b>	<b><u>\$14,457.00</u></b>
SHARED USE: (23%; \$0.17 sq. ft.)	SPACE DESCRIPTION & SIZE		PRO RATA CHARGE
1.	Kindergarten & Elementary Play Structures & Space	16,532 sq. ft.	\$2,810.44
2.	Inner Courtyard/ Blacktop/ Basketball Court	38,928 sq. ft.	\$6,617.76
3.	Field	89,000 sq. ft.	\$15,130.00
4.	Student Restrooms (2 sets by Room 14)	744 total sq. ft.	\$126.48
5.	Multi-Use Building (including restrooms, excluding food preparation areas)	5,414 sq. ft.	\$920.38
6.	Library and Reception (in Library Media Center)	1,295 sq. ft.	\$220.15
7.	Tech Office (in Library Media Center)	409 sq. ft.	\$69.53
8.	Women's Restroom (by Room 11)	266 sq. ft.	\$45.22
9.	Unisex Restroom by Room 27	60 sq. ft.	\$10.20
10.	Adult Restrooms (in Staff Lounge – Room 15)	120 sq. ft.	\$20.40
11.	Adult Restrooms (in Library Media Center)	21 sq. ft.	\$3.57
	<b><u>SUBTOTAL:</u></b>	<b><u>152,789 sq. ft.</u></b>	<b><u>\$25,974.13</u></b>
	<b><u>TOTAL PRO RATA CHARGE:</u></b>		<b><u>\$40,431.13</u></b>