

**LEASE AND USE AGREEMENT BY AND BETWEEN
RAVENSWOOD-CITY SCHOOL DISTRICT AND ASPIRE PUBLIC SCHOOLS**

THIS AGREEMENT ("Agreement") is made this 8 day of August, 2019 by and between the Ravenswood City School District, a public school district organized and existing under the laws of the State of California ("District") and Aspire Public School ("Aspire") on behalf of the East Palo Alto Charter School ("Charter School"). The District and Aspire are collectively referred to as "the Parties."

RECITALS

WHEREAS, Charter School received approval of its Charter ("Charter") from the District in or about September 1997; the Charter was renewed in May 2009 for a five year term; and the Charter was renewed again on November 14, 2013 for an additional five year period beginning July 1, 2014 and ending on June 30, 2019; and the Charter was renewed again on August 23, 2018 for an additional five (5) year period beginning July 1, 2019 and ending on June 30, 2024;

WHEREAS, the District is the owner of certain buildings, land and improvements, located at 1286 Runnymede Street, East Palo Alto, County of San Mateo, State of California, more fully described in the site plan attached hereto as Exhibit A Incorporated herein by reference (collectively referred to as "School Site");

WHEREAS, the District recognizes that Charter School is entitled to annually request reasonably equivalent school facilities for TK-8 Students from the District under the provisions of Education Code section 47614 and its implementing regulations set forth in Title 5 of the California Code of Regulations (the "Implementing Regulations") section 11969.9(a) *et seq.* (the "Proposition 39 Request");

WHEREAS, Aspire, on behalf of Charter School, and District agreed to enter into an in lieu arrangement whereby the Charter School will occupy the District's School Site as depicted in Exhibit A for the Term of this Agreement pursuant to the conditions set forth below;

WHEREAS, the Parties desire to set forth the terms and conditions herein, pursuant to which the Charter School will occupy classrooms and use facilities at the School Site, including the use and occupancy of portable classrooms to be added to the School Site by Charter School;

WHEREAS, the Charter School previously housed its 6-8 grade classes at a separate location, but desires to locate said classes to the School Site in the portable classrooms described in this Agreement and depicted in Exhibit A;

WHEREAS, the District has intends to charge a facility use fee in accordance with Section 11969.7 of the Implementing Regulations, which charges the District intends to collect in lieu of the facilities costs charged Aspire under that certain Memorandum of Understanding between the Parties dated November 14, 2013 (the "MOU").

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

1. Authorization. Subject to the terms and conditions of this Agreement, the District authorizes Aspire to only occupy and use the Premises Property for K-8 students. Additionally, Aspire is authorized to use the Property for non-exclusive vehicular parking and ingress and egress in connection with the authorized use.

2. Prior Rights. This Agreement is made subject and subordinate to the prior and continuing right and obligation of the District to use the Property. There is reserved with the District the right to maintain and use existing and future facilities and appurtenances. This agreement is made subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title, which may affect the Property. The words "authorization to use" shall not be construed as a covenant against the existence of any of these or establish any ownership interest in the Property.

3. Use of Site. District agrees to allow Aspire the use of the School Site as identified on the Site Map attached as Exhibit "A" hereto, for the sole purpose of operating the Charter School educational program and related school activities in accordance with the Charter. District agrees that Aspire shall be allowed to install twelve (12) portables and ancillary restroom facilities on the School Site (the "Aspire Portables"), which shall be subject to the approval of the Division of State Architect ("DSA"). The location of the Aspire Portables as shown on Exhibit "A" is preliminary only, and subject to modification as determined by Aspire and DSA. The term "facilities provided by the District" as used in this Agreement means all permanent buildings, improvements and grounds used by the Charter School on the Site and does not include the Aspire Portables.

With respect to use of open space on the School Site, Aspire shall be have access to a percentage calculated based on the number of buildings / classrooms they occupy. As an example, if there are 10 buildings, and they occupy 5, they shall have the right to 50% of the open space and playgrounds. The parties agree that Aspire shall have exclusive use of 100% of the interior building space on the campus. This Agreement, provided it is fully executed by all parties, shall cover the remaining term of the current Charter ending on June 30, 2019 and the new term of the renewal charter beginning on July 1, 2019 and ending on June 30, 2024.

This Agreement shall automatically renew upon the District's renewal of the Charter School's Charter and its term shall be the same time and duration as the charter renewal. This Agreement shall be subject to termination during this Term or during any subsequent renewal of the charter petition as specified by law or as otherwise set forth in this Agreement.

Charter School agrees that the provision of the School Site pursuant to this Agreement constitutes full and complete satisfaction of the District's obligation to provide facilities, including furnishings and equipment to Charter School under Education Code section 47614 and the Proposition 39 regulations for the term of this Agreement, it being understood by the parties

that the foregoing waiver shall be conterminous with the District's grant of the use of the facility to the Charter School.

District shall provide furnishings and equipment to the Charter School for TK-8 EPACS students only. These furnishings and equipment shall remain the property of District. The furnishings and equipment provided shall be equivalent to those furnishings and equipment provided in the comparison group of schools in accordance with 5 C.C.R. sections 11969.2. The District will retain ownership of all furniture and equipment provided to Charter School and will expect all furniture and equipment to be returned to the District at the end of its occupation in the same condition as received, reasonable wear and tear excepted. Furniture and equipment will be replaced in accordance with District schedules and practices. The District shall maintain an inventory of all furnishings and equipment provided to the Charter School. All other furnishings and equipment at the School Site shall be considered the property of Aspire.

Charter School shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, mural or other external decorations on the improvements that are a part of the School Site without District's prior written consent. Subject to District's approval as described herein, and subject to any other applicable laws or regulations, the Charter School may install signage customarily used by other schools in the District at the School Site. The Charter School shall seek approval from the District of all signage, including location and size, but the District shall not unreasonably deny approval of signage that complies with District custom and practice.

4. Civic Center Act Compliance. Aspire shall have exclusive use of the Site for the operation of its program during its regular school hours; provided, however, that after 3:00 p.m. 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. Civic Center Act use requests for use of the Site and/or Facilities by users other than Aspire shall be evaluated and handled by the District, but coordinated with Aspire's contact individual set forth in Section 18, with Aspire's scheduled use to take priority over community use. Aspire agrees to use reasonable efforts to keep the District informed of any uses of the School Site by the Charter School outside of regular weekday school hours. Use of the playground shall be open to the public at all times that school is not in session.

5. Reversion to District. Upon the termination or expiration of this Agreement by its terms, the right to use and occupation of the School Site shall revert to the District, unless the Parties mutually negotiate a successor agreement regarding the Charter School's continued use of the School Site for its educational program. Upon termination of this Agreement, the District shall recoup the full rights and benefits of its ownership of the School Site, including, but not limited to, use of the School Site for District programs and services.

5.1 Early Termination. This Agreement shall terminate upon the revocation or nonrenewal of Charter School's Charter, except that in the case of a revocation or nonrenewal of the Charter School's charter, this Agreement shall not terminate until the

Charter School has exhausted all of its rights to appeal said revocation or non-renewal.

5.2 Termination based on Enrollment. If at any time Aspire's ADA enrollment drops below 80 in-District students, this Agreement shall terminate immediately and the parties shall have no further obligation to one another.

6. Fees. The Facilities Use Fee shall be calculated in accordance with Section 11969.7 of the Title 5 Regulations implementing Proposition 39 and shall not include District utilities costs, custodial or campus security costs, or costs for District-purchased computers, computer labs, laptop carts, server equipment, internet service, phone service, or audio-visual equipment; for purposes of Section 11969.7, the "total space of the school district" shall include all indoor and outdoor square footage of District properties. Said fee shall apply to all of the interior space in District buildings occupied by the Charter School. The District agrees that the Facilities Use Fee shall not apply to the Aspire Portables, which are separately owned and maintained by the Charter School. The District agrees that the outdoor space provided to the Charter School that is counted for purposes of determining the amount of the Facilities Use Fee that is charged to the Charter School shall be limited to the amount of field space that is actually used by the Charter School for recreational activity, and shall be determined by the parties prior to the District's collection of the Fee. District agrees that Aspire shall not otherwise be charged for its use of the Facilities on the Site, and the Charter School shall not be charged for any facilities costs under the MOU, including but not limited to charges for repairs, maintenance, groundskeeping or utilities, or any other services for which the Charter School pays its pro rata share under the Facilities Use Fee.

6.1 Facilities Use Fee. For the 2019-2020 fiscal year, the District will charge the Charter School an agreed-upon pro rata share of its facilities costs, as expressly authorized by California Education Code section 47614, of \$_____ in exchange for its occupancy and use of the Sites and Facilities ("Facilities Use Fee"). Payments shall be made by the Charter School in twelve (12) equal monthly installments, with each installment due on or before the first day of the month, beginning with July 1, 2019. The Charter School shall pay the required monthly installments promptly to the District, without deduction, setoff, prior notice, or demand. This fee does not include Site-specific costs which the Charter School must include in its own budget, including the cost of computers, computer labs, laptop carts, server equipment, utilities, internet service, phone service, audio-visual equipment, custodial service, or campus security. Such costs shall be the sole responsibility of the Charter School.

6.2 Late Payments. Late payment by the Charter School to the District will cause the District to incur costs not contemplated by this Agreement, the exact amount of which will be difficult and impracticable to ascertain. Therefore, if any installment due from the Charter School is not received by the District within five (5) calendar days of the date such payment is due, the Charter School shall pay to the District an additional sum of ten percent (10%) of the overdue installment amount as a late charge. The Parties agree that this late charge represents a fair and reasonable estimate of the costs that the District will incur by reason of late payment by the Charter School.

7. Utilities. Charter School shall be responsible for the utilities costs associated with the Aspire Portables during the Term, unless the District places programs or other charter schools on the School Site, in which case the additional program(s) shall be responsible for their proportional share of the utilities costs based on a square footage analysis. Charter School shall obtain its own internet service provider, internet and cable provider and shall assume sole responsibility for all costs, upkeep and maintenance of all telephone systems, data lines, and related equipment, software and hardware.

8. Maintenance. Facilities provided to the Charter School shall remain the property of the District, which does not include the Aspire Portables. The ongoing operations and maintenance other than custodial services of said facilities is the responsibility of the District, the proportional cost attributable to the School Site of which is paid by Charter School through payment of the Facilities Use Fee in Section 6. This includes, but is not limited to, grounds keeping and routine maintenance functions. The District shall ensure that the lawn is mowed and maintained in safe and usable condition. Additionally, the District shall be responsible for maintaining the existing landscaping (including maintenance of shrubs, bushes and trees).

8.1 Deferred Maintenance. Projects eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582 and in accordance with District schedules and practices shall remain the responsibility of the District. Parties understand that any Aspire leased structures (including portables) are not eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582.

8.2 Major and Routine Maintenance. District shall be responsible for the major and routine maintenance of the facilities provided to the Charter School by the District as provided in the Implementing Regulations, which facilities do not include the Aspire Portables. Aspire's payment of the Facilities Use Fee in Section 6 includes payment of the pro rata share of District maintenance costs.

8.3 Maintenance Request Procedure. In the event that the Charter School requires the District to perform maintenance and repairs, as allowed for above, Charter School must submit such request via appropriate District processes. For non-emergency maintenance requests, the Charter School shall contact the Chief Financial Official at 650 329-2800, ext. 60101. For an emergency request for service, Charter School should call the Maintenance Director directly at (cell) 650-2762-4716. Emergency request is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to District property. The District reserves the right to implement a different process for submission of maintenance/repair requests. The District will attempt to access the School Site during normal District hours of operation, which may coincide with Charter School's hours of

operation, in order to perform maintenance and repairs, but the Parties acknowledge that some repairs may occur after hours and on weekends.

9. Installation of Improvements by Charter School. Except for the addition of portables described in Section 3, the Charter School's installation of which is hereby approved by the District, Charter School shall not construct or install any improvements (as defined in Civil Code 660) on the School Site or otherwise alter the School Site without the prior written consent of District, and if required, the Division of the State Architect ("DSA"). District's approval of any improvements, including the construction schedule, work hours, and modifications, shall not be unreasonably withheld. Unless otherwise specified in this Agreement, in each case where prior written consent of the District is required this Agreement, such consent shall be obtained exclusively from the District Superintendent or designee, and consent obtained from any other source shall be invalid. Contractors retained by Charter School with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes; fingerprinting requirements and prevailing wage laws. District or District's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the School Site and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students. Charter School shall indemnify, defend and hold harmless District, its directors, officers and employees from any loss, damage, claim, cause of action, cost, expense or liability arising out of or caused by any violation by the Charter School or its directors, officers, employees or contractors of any applicable federal, state or local statute, ordinance, order, governmental requirement, law or regulation that applies to any work, including, without limitation, any labor laws and/or regulations requiring that persons performing work on any improvements be paid prevailing wage.

Charter School shall deliver to District, promptly after Charter School's receipt thereof, copies of any and all of the following instruments and documents pertaining to any testing, construction, repair or replacement of improvements on the School Site: (a) plans and specifications for the subject improvements, (b) test results, physical condition and environmental reports and assessments, inspections, and other due diligence materials related to the subject improvements, (c) permits, licenses, certificates of occupancy, and any and all other governmental approvals issued in connection with the subject improvements, (d) agreements and contracts with architects, engineers and other design professionals executed with respect to the design of the subject improvements, (e) construction contracts and other agreements with consultants, construction managers, general and other contractors, and equipment suppliers pertaining to the construction, repair or replacement, as the case may be, of the subject improvements and (f) all guaranties and warranties pertaining to the construction, repair or replacement, as the case may be, of

the subject improvements.

Charter School will not permit any liens or claims to stand against the School Site for labor or material furnished in connection with any work performed by Charter School. Upon reasonable and timely notice of any such lien or claim delivered to Charter School by District, Charter School may bond and contest the validity and the amount of such lien, but Charter School will immediately pay any judgment rendered, will pay all proper costs and charges, and will have the lien or claim released at its sole expense. Additionally, Charter School may not use or operate the improvements until the project is closed-out and certified by DSA, if applicable, and/or final approval is received from any applicable agency. Charter School shall provide evidence of close-out and certification or approval, in a form reasonably acceptable to the District.

10. Security. The Parties acknowledge that the Charter School is responsible for ensuring the security of the School Site through security systems and devices, including, but not limited to, locks, gates, and a monitored security system. The Charter School is required at all times to maintain the security of the School Site by the proper use of all such security systems and devices. The Charter School shall be responsible for obtaining its own security system and any necessary monthly service fees with the service provider and responding to alarm calls. All locks and keys shall not be changed without first obtaining approval from the District's Maintenance Director. Within five (5) working days after new alarm codes, locks or keys have been changed or added, the Charter School shall provide new alarm codes, locks or keys to the District.

11. Condition of School Site. The District is not aware of any defect in or condition of the School Site that would prevent their use for the Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the School Site that calls into question the appropriateness or sufficiency of the School Site for its intended purpose. The District, at its expense, shall remain responsible for compliance with all applicable laws regarding the School Site during the Term of this Agreement. The Charter School shall not be responsible for any and all environmental conditions on the School Site, including those that existed prior to the Charter School's occupancy of the School Site, so long as such environmental conditions are not exacerbated by the Charter School's negligence or willful misconduct. The District shall remain responsible for compliance with the ADA, FEHA, and other applicable building code standards for any compliance issue that is not triggered by any modifications or improvements made by the Charter School. The Charter School shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvement made by the Charter School. Should any modifications or improvements made by the Charter School change or affect the character of any existing improvements; Charter School shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. Charter School shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the School Site due to the Charter School's use and occupancy thereof, Charter School, at its expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the School Site, to the satisfaction of District and any governmental agencies having jurisdiction over the School Site or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If the Charter School fails to take steps to clean the property(ies) or otherwise fails to comply with any requirements regarding the cleanup, remediation, removal, response, abatement or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, or fails to pay any legal, investigative, and monitoring costs, penalties, fines and disbursements the District reserves the right to take over the required action and to take all necessary steps to recoup any and all costs associated therewith from the Charter School.

11.1 Title to School Site. The Parties acknowledge that title to the School Site is held by the District and shall remain in the District's name at all times.

12. Insurance. The District shall maintain, during the term of this Agreement, insurance against claims for injuries to persons or damages to property (real and personal, including the structures on the School Site and any District owned personal property) in amounts equal to that which would be in place if the School Site were occupied by another school of the District.

District shall not be responsible for insuring any of the Charter School's personal property, including any portables owned by Aspire installed on the School Site. Aspire shall procure and maintain, for the duration of this Agreement, the following types insurance coverage with insurance carriers that are admitted or authorized non-admitted insurers by the State of California. Charter School may use a self-insurance and/or joint powers authority mechanism to meet the described insurance requirements.

Each policy required above shall be endorsed to provide for thirty (30) days prior written notice of cancellation to the other party, or, if the insurance company will not provide this notice, by the insuring party. Prior to occupying the School Site, each party shall provide the other with original certificates of insurance. Each party shall insure that the other is listed as an additional insured on all policies and endorsements.

During the term of this Agreement, the Charter School shall obtain and keep in effect liability coverage as follows:

- a. General Liability: \$1,000,000 per occurrence/ \$2,000,000 aggregate.
- b. Automobile Liability: \$1,000,000 per occurrence/ \$2,000,000 aggregate.
- c. Excess Liability: \$25,000,000 per occurrence/ \$25,000,000 aggregate.

- d. Employer's Liability: \$1,000,000 per occurrence/ \$1,000,000 aggregate.
- e. Workers Compensation: as required by the State of California.
- f. Fiduciary Liability: \$1,000,000.
- g. Wrongful Acts: Including Directors and Officers, and Errors and Omissions: \$1,000,000 per occurrence/ \$1,000,000 aggregate.

All policies furnished by the Charter School shall be endorsed to specifically name the District and its respective trustees, officers, employees, agents and volunteers as additional insureds, and such endorsements shall be furnished in a form satisfactory to the District. The Charter School's insurance coverage shall be primary as respects the District and its respective trustees, officers, and employees, and excess coverage shall stand in an unbroken chain of coverage excess of Charter School's scheduled underlying coverage set forth above except as outlined in the Facilities Use Agreement between the parties. No special limitations shall be placed on the scope of protection afforded to the District or its respective trustees, officers, employees, agents, and volunteers. Endorsements shall include a statement that such policies shall not be cancelled, except upon thirty (30) calendar days written notice by certified mail, return receipt requested, given to the Aspire. Aspire shall immediately inform District upon receipt of any such notice of cancellation.

The coverage and limits required hereunder shall not in any way limit the liability of each party nor are the insurance requirements herein intended to represent adequate or sufficient coverage each party's risks hereunder.

Third-Party Claims. District's insurance shall be primary for claims for damage to the School Site's physical structures caused by the actions of third parties, except to the extent that the third party's actions arose as a result of the negligence, intentional disregard or malfeasance of the Charter School.

13. Indemnification. With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of the District, Aspire shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, 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, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the School Site after the Effective Date, arising from, or in connection with, the Charter School's use of the School Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Charter School in or about the School Site. Charter School's obligation to defend the District and the other indemnities identified herein

is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

With exception of any liability, claims or damages caused by the negligence or willful misconduct of Aspire, the District shall indemnify, hold harmless, and defend Aspire, its trustees, officers, employees and agents against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against Aspire, its trustees, officers, employees, and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the School Site after the Effective Date, arising from, or in connection with, the District's use of the School Site or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the District in or about the School Site. The District's obligation to defend Aspire and the other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

14. Damage and Destruction of Facilities.

14.1 Partial Damage. If the School Site is damaged by any casualty which is covered by applicable insurance, and the Charter School still has access to at least sixty percent (60%) of the usable classroom space, then the School Site shall be restored provided insurance proceeds are available to pay for the cost of restoration, and provided such restoration can be completed within one hundred twenty (120) days after the commencement of the work in the opinion of a registered architect or engineer approved by District. In such event, this Agreement shall continue in full force and effect, except that Charter School shall be entitled to proportionate reduction of all fees and payments while such restoration takes place, such proportionate reduction to be based upon the extent to which the restoration efforts interfere with Charter School's business on the School Site. The District shall provide the Charter School temporary housing on the School Site, or another school site that is near to the School Site for any part of the Charter School program that is displaced by the partial damage and/or the repair work of the same.

14.2 Total Destruction. If the School Site is totally destroyed (defined as the destruction of more than forty percent (40%) of the usable classroom space), or the School Site cannot be restored in the timelines outlined above notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. Immediately upon the effective date of the damage, the District will provide a reasonably equivalent school facility to the Charter School as soon as possible so as to avoid

any interruption in the educational program of the Charter School.

15. Aspire's Material Breach and Default. The occurrence of any one of the following events shall be considered a material breach and default of this Agreement by Aspire:

15.1 Any failure by Aspire to make payments required to be paid herein (where such failure continues for thirty (30) days after receipt of written notice by District to Aspire);

15.2 The complete abandonment or vacation of the entire Site by Charter School;

15.3 A failure by Charter School to observe and perform any other provision of this Agreement to be observed or performed by Charter School, where such failure continues for forty-five (45) days after receipt of written notice thereof by District to Aspire; unless, however, the nature of the default is such that the same cannot reasonably be cured within said forty-five (45) day period. Aspire shall not be deemed to be in default if Aspire shall within such forty-five (45) day period commence such cure and thereafter diligently prosecute the same to completion.

16. Remedies for District Dispute Resolution. If Aspire commits a material breach and default, then District may exercise any right or remedy at law or in equity which District may have by reason of such default or breach. However, prior to exercising any remedy for an alleged default under this Agreement the District shall pursue resolution through the Charter's "Dispute Resolution" section.

17. Material Breach and Default by District. District shall not be in material breach and default unless District fails to perform obligations required of District within a reasonable time, but in no event later than forty-five (45) days after receipt of written notice by Aspire to District specifying wherein District has failed to perform such obligations; provided however, that if the nature of District's obligation is such that more than 30 days are required for performance, then District shall not be in default if District commences performance within such 45-day period and thereafter diligently prosecutes the same to completion.

18. Remedies for Aspire. If the District commits a material breach and default, then Aspire may exercise any right or remedy at law or in equity, which Aspire may have by reason of such default or breach.

19. Access. Aspire shall permit District, its agents, representatives or employees, to enter upon the School Site for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the School Site. 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.

20. 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 or facsimile transmission, addressed as follows:

If to the District:

Ravenswood City School District
Ms. Gina Sudaria, Interim Superintendent
2120 Euclid Ave.
East Palo Alto, CA 94303

If to Aspire:

Aspire Public Schools
Mr. James Wilcox, CEO Aspire
Public Schools 1001 22nd Ave.,
#100
Oakland, CA 94606

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 business day next 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.

21. Subcontract and Assignment. Aspire may not assign or sublet this Agreement or any rights, benefits, liabilities and obligations hereunder, to any person or business entity without District's express written consent, which consent shall be granted at District's sole and absolute discretion and, if granted, may be conditioned or delayed.

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

23. Entire Agreement of Parties. This Agreement, together with its attachments, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. In the event of a conflict between this Agreement and the Charter or Memorandum of Understanding between the parties, the Charter and the MOU control over this Agreement. Notwithstanding the foregoing, the District's recovery of costs through its collection of the Facilities Use Fee as provided in Section 6 shall replace any charges for use of the facility in the MOU, and the District agrees that notwithstanding any term in the MOU to the contrary, Aspire shall not be separately charged for its use of the facility under the MOU or in any other manner. This Agreement

may be amended or modified only by a written instrument executed by the Parties.

24. Legal Interpretation. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the law 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.

25. 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.

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

27. 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.

28. 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 hereto.

29. Severability. Should any provision of this Agreement be 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.

30. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

31. Facsimile Signatures. This Agreement may be executed and transmitted to any other party by facsimile, which facsimile shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

32. Attorneys Fees. If a legal action is brought by either party to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover all costs and reasonable attorneys' fees incurred in connection therewith.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

RAVENSWOOD CITY SCHOOL DISTRICT

By: _____

Title: Interim Superintendent

ASPIRE PUBLIC SCHOOLS

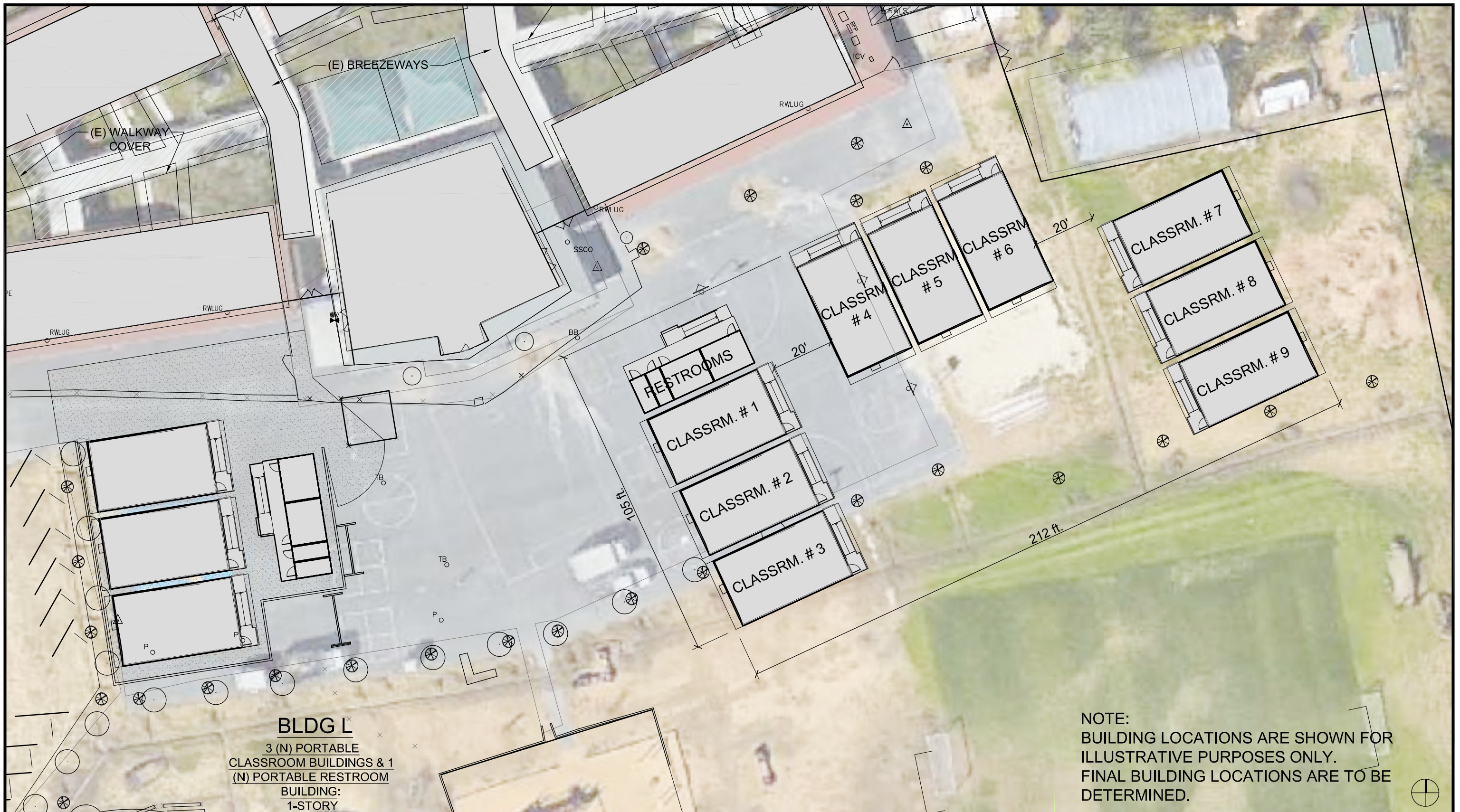
By: _____

Title: _____

Exhibit A

Site Plan Follows on Next Page

Note: Precise location of portables shall be determined by Aspire and is subject to change during the DSA approval process.



Project Number 1621		Drawing Title PARTIAL SITE PLAN - 6-8 PORTABLES - TEST FIT	Scale 1/8"=1'-0"	Date 6/11/19
<div data-bbox="127 1749 273 1888" data-label="Image"> </div>	<div data-bbox="273 1749 1588 1888" data-label="Section-Header"> <h1>EXHIBIT A</h1> </div>	Project Information EAST PALO ALTO CHARTER SCHOOL - 6-8 PORTABLES STUDY 1286 Runnymede Street East Palo Alto, CA 94303	Client Aspire Public Schools 2001 22nd Avenue Oakland, CA 94303	Status
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