

**Office of Operations Support Services**

Instructional Facilities Planning Department

Regina Rega, AICP, Manager

Tel.: (619) 725-7370

rrega@sandi.net

January 24, 2024

Mr. Ryan Elliott
Executive Director
Elevate School
2285 Murray Ridge Road
San Diego, CA 92123

Dear Mr. Elliott:

Re: Preliminary Proposal for Proposition 39 Facilities for the 2024-2025 School Year

The San Diego Unified School District ("District") has received your school's ("Charter School") request for facilities for the 2024-2025 school year ("Request"). The Request seeks facilities based upon in-district classroom average daily attendance (ADA) projected by the Charter School. This letter and the accompanying draft Facilities License Agreement constitute the District's preliminary proposal of facilities to the Charter School for the 2024-25 school year. This preliminary proposal is provided prior to the District's final offer of facilities, to give the Charter School an opportunity to comment on the proposal. To clarify, the preliminary proposal is the first step in the process of developing a final offer of facilities for your school. It is our hope that we can work towards a mutually satisfactory resolution to address any concerns, prior to finalizing the District's offer of facilities.

On December 1, 2023, the District wrote to the Charter School regarding any concerns with the Charter School's ADA projections and outlined any noted deficiencies in the Request. The District has agreed to consider the Request and whether to make an offer of facilities, reserving any and all rights and without waiver of any objections to the form or timing of the Request.

In accordance with California Code of Regulations (CCR), Title 5, section 11969.9(f), all conditions pertaining to the proposed space are included with this preliminary proposal, which incorporates by reference the accompanying draft Facilities License Agreement ("Agreement") and the following information:

- The projection of in-district classroom ADA upon which the proposal is based is **89** (4th and 5th grade portion of the school's total projected ADA, 418)

as submitted by the Charter School in its request for facilities.
- The specific location of the proposed space is at Vista Grande Elementary School, 5606 Antigua Blvd., San Diego, California 92124.
- Regulations authorize districts to charge charter schools a pro-rata share of facilities costs (CCR section 11969.7). For 2024-2025, the District will not be assessing such charges, and will be offering facilities to the Charter School substantially rent free. Under such conditions, and in accordance with California Education Code section 47613(b), the District is authorized to charge the Charter School for supervisory oversight, not to exceed three percent (3.0%) of the

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revenue of the Charter School. For 2024-2025, the District will charge the Charter School three percent (3.0%) of the revenue of the Charter School for such oversight.

- The District comparison school(s) used in developing this proposal are described as follows:

	Hancock (UTK-5)	Miller (UTK-5)	Angier (UTK-5)
Classroom Inventory Available to Students	37	39	27
ADA	656	668	373
ADA: Classroom Ratio	18	17	14

- The following is a description of the differences between the Charter School’s facilities request and the District’s proposal:

Charter School’s Facilities Request	Preliminary Proposal
Elevate is open to continue occupying the same portable classrooms currently in use and waive its right to additional space at another campus.	The same portable classrooms currently in use will be allocated on the Vista Grande campus.

By May 1, 2024, the Charter School must provide written notification to the District stating whether the Charter School intends to occupy the space offered by the District for 2024-2024. Notification of the Charter School’s acceptance of the space must be evidenced by the provision of an executed Facilities License Agreement, unchanged from the District’s final offer and with no conditions, and an executed Charter Revision Form requesting the District’s approval of the school’s change of address in accordance with California Education Code section 47605(a)(4). The Charter School will not be allowed to access its assigned site if it has not provided the District with the executed Facilities License Agreement and Charter Revision Form, and proof of requisite insurance. Should the Charter School access District property without having provided an executed Facilities License Agreement, and Charter Revision Form if there is a change of address, or without having provided proof of requisite insurance governing the 2024-2025 school year, the Charter School will be assessed a penalty at the rate of \$1,000 per day for each day the Charter School accesses the site.

The Charter School will be required to comply with all laws and regulations, including the obligation to report actual ADA to the District each time that it reports ADA for apportionment purposes, and the Charter School will be responsible for reimbursement to the District for over-allocation of space in conformity with CCR section 11969.8. The Charter School will also be responsible for its share of utility and routine maintenance costs.

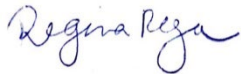
The District reserves the right to assign each classroom to be allocated to the Charter School.

If you wish further clarification or discussion, I am available by telephone (619) 725-7370 or via e-mail at regga@sandi.net. Please submit any comments regarding this preliminary proposal in writing via e-mail to regga@sandi.net or via USPS mail on or before 5:00 p.m. on March 1, 2024. If you choose to send your response by US mail or other mail delivery service, please use a method that provides a time-stamped verification of delivery prior to the March 1st deadline to: San Diego Unified School

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District, Instructional Facilities Planning Department, 4100 Normal Street, Room 3150, San Diego,
CA 92103.

Sincerely,



Regina Rega
Manager, Instructional Facilities Planning Department

RR:GE

Enclosure(s): Draft Facilities License Agreement with Exhibits

By e-mail to: relliott@elevateschool.com

c: M. Cazary
M. Sciuto
N. Mitchell
G. Elliott
D. Walsh

FACILITIES LICENSE AGREEMENT
BY AND BETWEEN THE
SAN DIEGO UNIFIED SCHOOL DISTRICT AND
ELEVATE SCHOOL

THIS LICENSE AGREEMENT (“Agreement”) is made by and between the San Diego Unified School District (“District”), a public school district organized and existing under the laws of the State of California, and Elevate School (“Charter School”), a California public charter school. 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 Board of Education of the District on January 8, 2019, for a term of five years ending June 30, 2024 and operates pursuant to its charter and any Operations Agreement. Assembly Bill 130 approved by the Governor on July 9, 2021 granted the charter school a two-year term extension until June 30, 2026, and Senate Bill 114 approved by the Governor on July 10, 2023, granted the Charter School an additional one-year term extension until June 30, 2027; and

WHEREAS, pursuant to the requirements of California Education Code section 47614 and its implementing regulations (“Proposition 39”), on October 31, 2023, the Charter School filed with the District a written request for facilities for the 2024-25 school year; and

WHEREAS, pursuant to the requirements of Proposition 39 and its implementing regulations, the District Board of Education, on March 26, 2024, based on its adoption of a comprehensive staff report (“Report”) evaluating the request, enrollment projections, the District’s facilities options, and a variety of additional factors as detailed in the Report, made a written final offer to provide the Charter School with facilities for its in-District students; and

WHEREAS, the Charter School accepts the District’s written final facilities offer; and

WHEREAS, the parties desire to set forth the terms and conditions pursuant to which the Charter School will occupy classrooms with all furniture and equipment installed therein by the District (collectively “Facilities”) and share use of Facilities, including recreation, sports and play space at the Vista Grande Elementary school campus, at 5606 Antigua Boulevard, San Diego, California 92124 (“Site”) for the 2024-25 school year. A description of the Site and Facilities offered is attached hereto as **Exhibit A**; and

WHEREAS, the District has analyzed the project for compliance with the California Environmental Quality Act (CEQA) and determined that the project is exempt from further environmental review pursuant to CEQA guidelines section(s) 15061(b)(3), 15322 and 15314.

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

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Section 1. Term. The term of this Agreement (“Term”) shall commence on July 1, 2024, and end on June 30, 2025. This Agreement is a license, not a lease. The Site and Facilities shall be delivered to the Charter School ten days before the first day of student instruction as noted on the calendar provided to the District as part of the Prop 39 application. Should the Charter School require Facilities for the subsequent school year, the Charter School shall submit a request for Facilities pursuant to Education Code section 47614 and the implementing regulations (California Code of Regulations, Title 5, §§11969.1 et seq.). The District makes no guarantee that the Site and Facilities will be available for any additional term beyond the current Term, and/or that a Site that is currently used exclusively for the Charter School will not be shared with other programs or District charter schools in this or future years.

Section 2. Condition of Property. The District agrees to provide a facility suitable for use as an instructional school site. The Charter School, upon its request to the District, shall have an opportunity to “walk through” the Facilities with District personnel to inspect and notate the condition of the Facilities at the time of turnover. Upon the Charter School’s request, the District will provide documents associated with existing environmental conditions such as asbestos or lead management plans, if any. 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. The District is responsible for necessary modifications to existing Facilities in order to comply with existing or new laws or regulations. In all cases, the District’s responsibility will be consistent with the support provided to other District school sites.

In accordance with Education Code sections 33126 and 33126.1 the Charter School shall be required to submit their annual School Accountability Report Card facility inspection report to the District’s Physical Plant Operations Department via the following District contact:

Andrea Eaton, Maintenance Planning Senior Coordinator
Physical Plant Operations
San Diego Unified School District
Phone(858) 637 - 6267
Email.....aeaton@sandi.net

The Charter School shall not be responsible for any and all legal compliance or environmental conditions related to hazardous materials that existed prior to the date of the District’s delivery of the Site to the Charter School on July 29, 2024. The District shall remain responsible for all legal compliance with, for example, the Americans With Disabilities Act, the Fair Employment and Housing Act (FEHA), environmental laws, and other applicable building code standards, for any existing compliance issue prior to the date of the District’s delivery of the Site to the Charter School on July 29, 2024, and continuing through the Term of this Agreement. The Charter School shall only assume responsibility for legal compliance to the extent such compliance is triggered by any activities or conduct of the Charter School or by any modifications or improvements made by the Charter School.

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In the event that use, or modification of the Site and Facilities by the Charter School 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, the Charter School shall comply with same. Should the Charter School engage in any activity on the Site that constitutes a “project” under CEQA, the cost of CEQA compliance shall be borne in full by the Charter School, but the District shall act as the lead agency for the purposes of such CEQA compliance. Should the Charter School fail to inform the District of activities that may require CEQA compliance in advance of engaging in such activities, the Charter School shall assume all liability for legal claims arising out of said failure to comply.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Site in whole or in part as a result of the Charter School’s use and occupancy thereof, the Charter School, at its sole 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 cleanup of the affected property.

The Charter School shall notify the District immediately upon any property loss related to the Facilities, or damage sustained to any structure at the Site. Upon request from the Charter School, the District will provide documents, if they exist and are available, associated with existing environmental conditions such as asbestos or lead management plans. Requests should be directed to the District’s Physical Plant Operations Department via the following District contact:

District: Joe Kinkead, Planner, Estimator, Inspector, Environmental
Phone... (858) 627-7195
Email ... jkinkead@sandi.net

Section 3. Use of Site and Facilities. The Site and Facilities are to be shared with a District-operated school, program(s) or other District authorized use. The terms related to the Charter School’s shared use of the Site and Facilities are described and outlined in **Exhibit B** to this Agreement, the terms, and conditions of which are incorporated into this Agreement by reference. Subject to the terms of **Exhibit B**, the District agrees to allow the Charter School exclusive use of the designated portion of the Site and Facilities, for the sole purpose of operating the Charter School and its related instructional programs consistent with the annual instructional calendar previously approved by the District and in accordance with the charter previously approved by the District and any Operations Agreement approved by the District. The Charter School acknowledges that a leasehold interest in the Site and Facilities is not being provided to the Charter School by the District and that the nature of the use provided by this Agreement is that of an exclusive, short-term license.

Any physical changes to the space must receive prior District approval and conform to the requirements of this Agreement, including Section 7. Modifications, District education

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specifications, District design guidelines and Division of the State Architect regulations, regarding repairs, modifications, and improvements.

Upon the termination of this Agreement pursuant to Section 29 (Termination) hereof, the right to use and occupy of the Site and Facilities shall revert to the District, subject to the parties' negotiation of a successor Agreement, if necessary, containing the terms of the District's provision of Facilities to the Charter School in accordance with the provisions of Proposition 39. As titleholder to the Site and Facilities (with the exception of those furnishings and equipment referenced in Section 8 (Furnishings and Equipment) as the Charter School's personal property), 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.

Section 4. Civic Center Act Compliance. The Charter School shall have primary use of its designated portion of the Site and Facilities for the operation of its educational program during its regular school hours, provided, however, that after 5:00 p.m. or as early as 30 minutes after the end of the regular school day on weekdays, all day on weekends and on holidays, the Site and Facilities shall be subject to use by the Civic Center Act user or applicant, pursuant to the Civic Center Act and/or any joint-use agreement or recreational program use that has been established by the District. Exception, the Charter School shall have primary use of its designated portions of the Site and Facilities after school hours for scheduled, special events only, such as Back to School night, Open House, etc. Note that the Charter School may also be a Civic Center Act user or applicant. Civic Center Act requests for use of the Charter School's designated portion of the Site and/or Facilities by users other than the Charter School for its educational program shall be evaluated and handled by the District but coordinated with the Charter School. Civic Center Act requests should be directed to the District's Real Estate Department via the following District contact:

District: Real Estate Department, Rentals
Phone... (619) 278-6720
Fax..... (858) 541-7854
Email... rentals@sandi.net

Charter Site Administrator:
Name... Mr. Ryan Elliott, Executive Director
Phone... (858) 751-4774
Fax..... (619) 839-3700
Email... relliott@elevateschool.com

Section 5. 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 express written consent of the other party. This License is personal to the Charter School, and the Site, Facilities or Charter School's use thereof shall not be assigned, sublet, pledged, encumbered, mortgaged or otherwise transferred or assigned.

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Section 6. Space Allocation and Charges for Site and Facilities.

Refer to **Exhibit B** for terms related to the Charter School's shared use of the Site and Facilities.

Proposition 39 Space Allocation: Pursuant to the requirements of Proposition 39, the allocation of space to the Charter School is made by the District with the express understanding that the total space provided pursuant to this Agreement is sufficient for the housing of in-District classroom ADA only. The allocation of space as set forth in this section is based on an estimated **89** in-District classroom average daily attendance ("ADA") for the 2024-25 school year, as analyzed in the Report.

California Code of Regulations Section 11969.3(b) requires that Facilities made available to a charter school shall be in the same ratio of teaching stations to ADA as those provided to students in comparative District schools. In accordance with those regulations, the Charter School is allocated **five (5) classrooms and one (1) relocatable building** of approximately 49-foot by 40-foot as exclusive use space for general education, special education, counseling, assemblies, general support and/or office/administration purposes.

Pro-Rata Charge for Proposition 39 Space Allocation: Although Regulations authorize the District to assess a pro-rata charge for the use of District Facilities, the District will not assess such a charge for the Term of this Agreement, thus providing the Charter School with the use of the Site and Facilities substantially rent free. For the Term of this Agreement, and in accordance with California Education Code section 47613(b), the District will charge three percent (3%) of the Charter School's Local Control Funding Formula (LCFF) revenues, for supervisory oversight. Payments shall be made by the Charter School in 10 consecutive monthly installments, with the first installment due on or before December 10, 2024, and the last installment due on or before September 10, 2025. The Charter School shall pay the monthly installments promptly to the District, without deduction, setoff, prior notice, or demand.

Fee for Unauthorized Use of Space: In the event the Charter School fails to limit its use of the Site and Facilities to the space allocated to the Charter School pursuant to this Agreement, it shall be in breach of the Agreement as set forth in Section 29 (*Termination*) A. (*Default or Breach*) (e), and shall be further subject to a fee at the rate of one thousand dollars (\$1,000) per day for each day the Charter School accesses space that has not been allocated to the Charter School pursuant to this Agreement. A notice will be provided to the Charter School prior to the assessment of any fee for unauthorized use of space. If the Charter School shall fail to remit payment for any fee or reimbursement to the District within 45 days of Notice, the District is authorized to perform a Treasury Fund transfer for full recovery of fee or reimbursement.

Specific spaces allocated to the Charter School in **Exhibit A** of this agreement may be substituted by the District with alternative spaces of substantially similar square footage, when necessitated by the repair, renovation, or modernization of the facility.

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Payments to the District: Charges for any additional space over and above the allocation pursuant to Proposition 39, and charges for penalties associated with any unauthorized use of space, will be payable in 10 monthly payments. The first payment shall be due no later than August 1, 2024, and each additional payment will be due on or before the first day of each month thereafter.

Section 7. Prior Approval for Modifications to the Site; Installation of Improvements. As a steward of public Facilities, the District requires the Charter School to submit a written request in sufficient detail to determine compliance with District education specification, District design guidelines, and Division of the State Architect regulations. The Charter School must obtain written approval from the District before proceeding with those modifications. No structures, improvements, fixtures (as defined in Civil Code 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 without the prior written consent of the District and subject to terms agreeable to the District, and, if required, the Division of the State Architect. The District shall provide an operational guidance document to pre-approve certain kinds of minor modifications, which would be exceptions from the Charter's requirement to submit a request for prior written consent of the District. Upon submission of a request for improvement(s) by the Charter School, 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 Site, including portable or modular buildings, or the allocation of any additional land or classroom space at the Site, 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 the Charter School. In the event the Charter School makes any modification without prior approval to the Site or Facilities or violates any term of this provision, the Charter School will be required to promptly remove the unapproved modification at the Charter School's sole expense and shall pay any further damages resulting from the Charter School's un-approved modification to the Site or Facilities.

All signage is subject to approval by the District, including temporary or permanent signage. Review for District approval of existing signage can be initiated by either party. The District considers permanent signage a modification/installation of improvement and a modification form is required to request the display of permanent signage.

The Charter School will be limited to a maximum two banners displaying the name of the Charter School. These may serve as the authorized signage identifying the school and if desired, the school's primary administrative office location. The banner shall display the name of the Charter School, contact info and address. The Charter School logo shall be in proportion to the size of the text included in the signage and a District logo with the following statement "This facility is a property of San Diego Unified School District" should be included on any banner that is visible to the community. The banner size shall be reasonably sized in relation to its surroundings. One banner may be placed on a fence or gate at the front of the school, at a location mutually agreeable by the Charter School and District school Principal. The second

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banner can be placed within the Site at the room/space designated as the Charter administrative office.

Temporary signage required by building code or requested in writing by the municipal government or its agencies is also allowed, provided the signage is displayed at the minimum allowable size to satisfy the code requirement, or municipal request, constructed of lightweight materials, and fixed to the display surface in a manner that does not damage the facility or its finishes, create a safety hazard, or interrupt the educational activity of the District-run school.

Posters for educational and inspirational purposes are allowed only within teaching spaces designated exclusively for the Charter School. Such posters, banners or signs must be constructed of lightweight materials, affixed to surface in a manner that does not damage the facility or its finishes, shall not create a safety hazard, nor shall they interrupt the educational activity of the District-run school. No other signage or visual displays are permitted.

The District contact for matters relating to modifications/installation of improvements shall be:

Andrea Eaton, Maintenance Planning Senior Coordinator
Physical Plant Operations
San Diego Unified School District
Phone(858) 637 – 6267
Email.....aeaton@sandi.net

Section 8. Furnishings and Equipment. The District shall provide furnishings and equipment necessary for the Charter School to conduct basic classroom instruction and administration. Furniture and equipment will be provided from existing District inventory 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, 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.

The Charter School shall not refinish, paint, modify, sell, or otherwise dispose of any District-owned furniture or equipment for any reason. If the Charter School deems any District-owned furniture or equipment to have become excess, obsolete, or beyond economical repair, the Charter School shall contact the District to request that the District remove the furniture or equipment from the Site.

The District will maintain inventory records of District-owned assets (furniture and equipment) valued at \$500 and above located at the Site. In accordance with Education code Section 35168 and Federal regulations, the District will conduct a physical inventory every two years and the Charter School must allow access to their Site in order for the inventory to be conducted. At the request of the Charter School, the District shall provide to the Charter School a complete inventory listing of District-owned assets (furniture and equipment valued at \$500 and above).

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The Charter School will review and notify the District of any discrepancies within 90 days of receipt.

The District contact for matters relating to the Charter School’s use of District-owned furniture and equipment shall be:

Sarah Kidder, Manager
Financial Accounting
San Diego Unified School District
Phone(619) 725-7588
Fax(619) 725-7580
Email.....skidder@sandi.net

Section 9. Telecommunications. District owned Facilities are wired for voice and data services. The District will support existing cabling only. The installation of new cabling for upgrades, remodels and or extensions shall be the responsibility of the Charter School. Cabling work must be preapproved and completed per District standards.

The responsibility to provide communication equipment including telecommunication system, telephone, fax machine, intercom and radio, shall be the responsibility of the Charter School. The responsibility to provide internet connectivity hardware including routers, switches, servers, and wireless access points shall be the responsibility of the Charter School.

Charter Schools are responsible for the expense and service of voice lines and data circuits. Charter Schools may request wiring support by contacting the Help Desk.

Integrated Technology Support Services (ITSS)
San Diego Unified School District
Help Desk
Phone(619) 209-4357

Section 10. Utilities. The Charter School shall be solely responsible for the cost of utilities used or consumed by the Charter School on the Site, including, if applicable, the cost of internet access services. (Reference **Exhibit B.**)

Section 11. Maintenance of Site and Facilities.

Refer to **Exhibit B** for terms related to the Charter School’s shared use of the Site and Facilities.

The Charter School shall be responsible for the cost of routine maintenance, repair, and landscape/grounds maintenance performed by the District for the allocated portion of the Site and Facilities as depicted on **Exhibit B.** Shared costs of maintenance bills will be based upon the relative percentages of interior space allocated to each occupant of the Site. Shared costs of landscape/grounds maintenance will be based on relative percentages of landscaped areas allocated to the Charter School. The District shall maintain and repair existing irrigation systems.

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The Charter School shall be solely responsible for providing its own custodial services, all supplies necessary for custodial services, as well as all restroom supplies, and shall comply with all the District’s policies and practices for maintenance of its Facilities and grounds. A Charter custodian shall be on duty during all hours of each school day and assigned to clean up and remove trash immediately after each occasion of Charter use of shared spaces, including cafeteria, lunch tables, and auditorium or multipurpose room. The Charter School shall be responsible for the shared cost, based upon the relative percentages of interior space allocated to each occupant of the Site, to repair vandalism not caused by the Charter School and for the cost of inspections, repairs or corrections required as the result of intentional or negligent damage caused by the Charter School, its students, employees, agents, or representatives.

Prior to hiring Private Security Guard Services for four hours or more, the Charter School shall contact School Police Services Dispatch by telephone at (619) 291-7678 and ask for the scheduling sergeant, or via e-mail to schoolpolice@sandi.net, with Attention Scheduling Sergeant in the subject line.

The 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, floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. The cost of all other kinds of maintenance, whether performed by the District in response to Charter request or performed by a qualified third party contracted by the Charter, shall be the Charter School’s responsibility. The District shall have unrestricted access to the Site and Facilities to perform maintenance and inspections and will coordinate such work with the Charter School administration.

Contact Information:

Emergency:

District: School Police
Phone.....(619) 291-7678
Emailschoolpolice@sandi.net

Charter Site Administrator:

Name ... Mr. Ryan Elliott, Executive Director
Phone... (858)751-4774
Fax..... (619)839-3700
Email ... relliott@elevateschool.com

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First Point of Contact for Major Maintenance Issues:

District: Bryan D. Ehm, Director PPO Program Management
Physical Plant Operations Division
San Diego Unified School District
Phone ..(858) 627-7227
Email... behm@sandi.net

Section 12. Access. The Charter School shall permit the District, its agents, representatives, or employees, to enter upon the Site for the purpose of inspecting or to make alterations, or additions to any portion of the Site required by this Agreement. The District shall attempt to give reasonable notice (48 hours) 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. Charter School shall not restrict or prevent District access to Site or Facilities via any modifications to same.

Section 13. Insurance. The Charter School shall, at its sole 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 the following insurance:

- (a) **General Liability Insurance.** The Charter School shall maintain throughout the Term of this Agreement, 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 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.
- (b) **Automobile Liability.** The Charter School shall maintain throughout the Term of this Agreement 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.

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- (c) **Property Insurance.** The District will continue to maintain its current levels of first party insurance on the structures on the Site. The Charter School 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 the Charter School's property inventory and consumables. The Charter School shall secure property coverage with a minimum policy limit of 80% of the fair market value of the Charter School'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.

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.

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 15 days prior to the expiration of such insurance.

All documents related to the requirements of this section of the Agreement shall be provided by the Charter School to the District at the following location:

Stephanie Degler, Administrative Claims Assistant
Risk Management Department
San Diego Unified School District
6735 Gifford Way
San Diego, CA 92111
Phone: (858) 627-7352
Fax: (858) 627-7353
Email: sdegler@sandi.net

Section 14. Indemnification. The Charter School shall indemnify, defend, and hold harmless, the District, its trustees, officers, directors, employees, agents, representatives, volunteers,

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successors and assigns (collectively District Indemnitees) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, liabilities, expenses, including attorney fees and costs and expert witness fees (collectively “Claim”), whether or not a suit is actually filed, and/or judgment rendered against the District where such Claim arises out of the Charter School’s use or maintenance of the Site or Facilities, the conduct of Charter School’s business, including personnel related Claims, and any activity, work, or other things done, permitted to be done, or suffered by the Charter School in, on or about the Site and Facilities where such Claim relates to Charter School actions/activities taken after the District delivers possession of the Site and Facilities to Charter School. The duty to indemnify and hold harmless District Indemnitees shall exclude Claims arising from the gross negligence or willful misconduct of District Indemnitees.

The District shall indemnify, defend, and hold harmless the Charter School, its trustees, officers, directors, employees, agents, representatives, volunteers, successors and assigns (collectively Charter School Indemnitees) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, liabilities, expenses, including attorney fees and costs and expert witness fees (collectively “Claim”), whether or not a suit is actually filed, and/or judgment rendered against the Charter School where such Claim arises out of the District’s use or maintenance of the Site or Facilities, the conduct of District’s business, including personnel related Claims, and any activity, work, or other things done, permitted to be done, or suffered by the District school in, on or about the Site and Facilities where such Claim relates to District actions/activities taken prior to delivery of the Site and Facilities to Charter School. The duty to indemnify and hold harmless Charter School Indemnitees shall exclude Claims arising from the negligence or willful misconduct of Charter School Indemnitees.

In the event of a pandemic the District does not take responsibility for Charter School program.

Section 15. Enforcement of Operations Agreement. The Charter School’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 Charter School Operations Agreement with the District.

Section 16. Reimbursement. In the event that the space allocated to the Charter School has been “over-allocated” in accordance with California Code of Regulations, Title 5, §11969.8, the Charter School shall reimburse the District accordingly. For purposes of monitoring compliance with these regulations, the Charter School shall provide the District with its actual ADA count and the number of in-district students of the Charter School at the time of the filing of the P-1 state attendance report and at the time of the filing of the P-2 state attendance report. Upon written request of the district, the Charter School shall additionally provide to the District, on the foregoing dates, the names and addresses of in-district students, along with proof of residency for each in-District student, which proof may include a current utility bill for the stated address of residency or an executed and current property lease or any other form of proof approved by the District. The District shall only use the names and addresses for the purpose of verifying residency and will not use the information to contact such students except upon the consent of

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the Charter School. The District will notify and invoice the Charter School and collect any over-allocation fee by direct payment or by Treasury fund transfer in the event of over-allocation.

Section 17. Title to Property. The parties acknowledge that title to the Site and Facilities is held by the District and shall remain with the District at all times. Charter shall not encumber District title to the property and shall not secure any mortgage or indebtedness of any kind by this Agreement or its use of District Facilities.

Section 18. Fingerprinting. The 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 19. 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 20. Entire Agreement of Parties. This Agreement, 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 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 21. California Law. This Agreement 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 Agreement shall be maintained in San Diego County, California.

Section 22. 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 23. Right of Assignment. Charter School shall not have the right to assign this Agreement.

Section 24. 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.

Section 25. 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.

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Section 26. 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 27. 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 Agreement, the provisions of this Agreement shall prevail.

Section 28. Full Satisfaction of Proposition 39/Release of Claims. The Charter School agrees that by accepting the Site and Facilities, the District has fully and completely satisfied the District's obligation to provide Facilities to the Charter School under Education Code Section 47614 and the Proposition 39 regulations for the 2024-25 school year and the Charter School waives any claims under Section 47614 and the Proposition 39 regulations.

Section 29. Termination. This Agreement will automatically and immediately terminate upon the effective date of any termination or revocation of the Charter School's charter, or the cessation of the Charter School's operations for any reason, or upon the commission of a default or breach of its obligations by the Charter School.

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

- (a) The failure by the Charter School to make timely payment of any fees due under this Agreement where such failure shall continue for a period of forty-five (45) days after receipt of written notice thereof by the District to the Charter School;
- (b) The failure by the Charter School to observe or perform any of the covenants, conditions, or provisions of this Agreement to be observed or performed by the Charter School, including shared-use terms, if applicable, where such failure continues for a period of forty-five (45) days after receipt of written notice thereof by the District to the Charter School;
- (c) Revocation or nonrenewal of the Charter School's charter by the District or cessation of the Charter School's program for any reason, after all statutory and judicial rights of appeal have expired;
- (d) The failure by the Charter School to utilize the Site and Facilities for the sole purpose of operating a charter school as authorized by this Agreement, the Charter School's charter, and any Operations Agreement, where such failure shall continue for a period of 10 days after receipt of written notice thereof by the District to the Charter School;
- (e) The failure of the Charter School to limit its use of the Site and Facilities to the space allocated to the Charter School pursuant to this Agreement, where such

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failure shall continue for a period of 10 days after receipt of written notice thereof by the District to the Charter School.

B. Damages. In the event this Agreement is terminated pursuant to Section 29A (*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 the Charter School 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 the Charter School proves could be reasonably avoided; and,
- (d) Any other amount necessary to compensate the District for all detriment proximately caused by the Charter School's failure to perform the Charter School's obligation under this Agreement, 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 Facilities; (ii) reasonable advertising costs, and other expenses of entitling any other user to use of the Site and Facilities; (iii) costs of carrying the Site and Facilities and insurance premiums thereon, utilities and security precautions; (iv) expenses in retaking possession of the Site and Facilities; (v) 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 seven percent (7%) per annum. The "worth at the time of award" of the amounts referred to in Subsection (c) of this section is equal to 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 the Charter School to the District pursuant to the term of this Agreement.

Section 30. Dispute Resolution Process. The party initiating the dispute resolution process shall prepare and send to the other party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the

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party (the designated representatives must be employee(s) of Charter School or the District); (2) a statement of the facts of the dispute, including information regarding the parties' attempts to resolve the dispute; (3) the specific sections of the Agreement that are in dispute; and (4) the specific resolution sought by the party. Within 10 business days from receipt of the notice of dispute, the representatives from the Charter School shall meet with representatives from the District in an informal setting to try to resolve the dispute.

If a dispute arises between the District and the Charter School concerning the provisions of this Agreement, nothing in this Agreement 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.

Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 calendar days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action if the parties so desire.

31. 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 deposited in the United States mail, registered, or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, notices will be addressed as follows:

If to the District: Regina Rega, Manager
Instructional Facilities Planning Department
San Diego Unified School District
4100 Normal Street, Room 3150
San Diego, CA 92103
Email: rrega@sandi.net

Deidre Walsh, Director, Charter Schools
San Diego Unified School District
4100 Normal Street, Annex 15
San Diego, CA 92103
Email: dwalsh1@sandi.net

If to the Charter School: Mr. Ryan Elliott, Executive Director
Elevate School
2285 Murray Ridge Rd.
San Diego, CA 92123
relliott@elvateschool.com

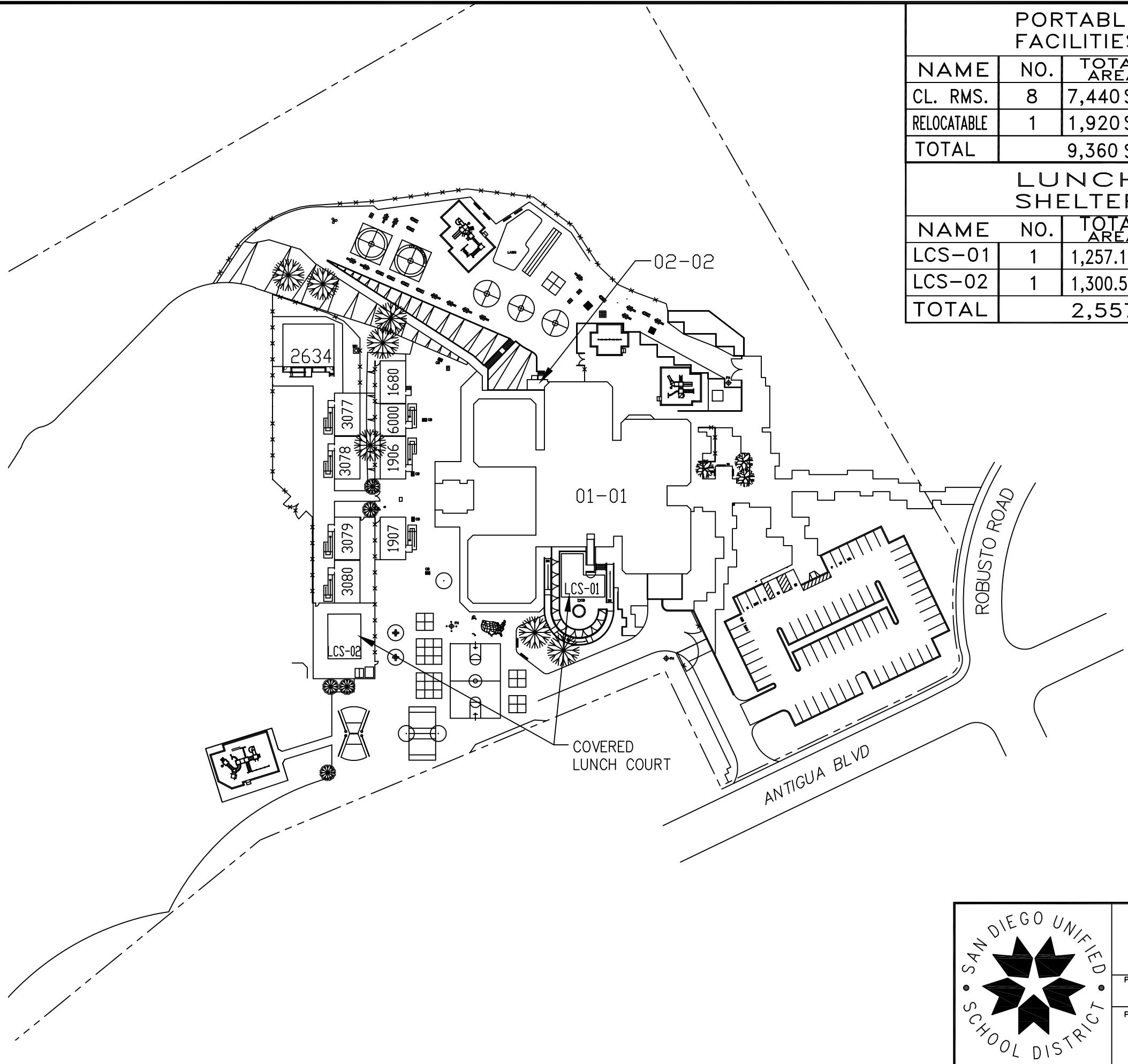
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Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any 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 Agreement on the date first above written.

The License Agreement is signed below by the duly authorized representatives of the Parties.

SAN DIEGO UNIFIED SCHOOL DISTRICT	CHARTER SCHOOL
By (Signature): _____ Date: _____ Linda Hippe Director, Purchasing and Contracts San Diego Unified School District	By (Signature): _____ Date: _____ Mr. Ryan Elliott Executive Director Elevate School
LEGALITY AND FORM APPROVED By (Signature): _____ Date: _____ Kimberly A. Chapin, Esq. Assistant General Counsel II San Diego Unified School District	
Approved in public meeting of the Board of Education of the San Diego Unified School District on _____ By (Signature): _____ Date: _____ Marty Stultz Board Action Officer Board of Education San Diego Unified School District	



PORTABLE FACILITIES			BLDG. ID. #	EXT. GROSS AREA *	DATE OF FINAL COMPLETION *
NAME	NO.	TOTAL AREA	01-01	50,074.04 S.F.	04/11/77
CL. RMS.	8	7,440 S.F.	02-02	137.75 S.F.	2005
RELOCATABLE	1	1,920 S.F.	TOTAL	50,211.79 S.F.	
TOTAL		9,360 S.F.			

LUNCH SHELTER		
NAME	NO.	TOTAL AREA
LCS-01	1	1,257.17
LCS-02	1	1,300.53
TOTAL		2,557

* ALL DATA OBTAINED FROM FACILITIES MANAGEMENT DATABASE

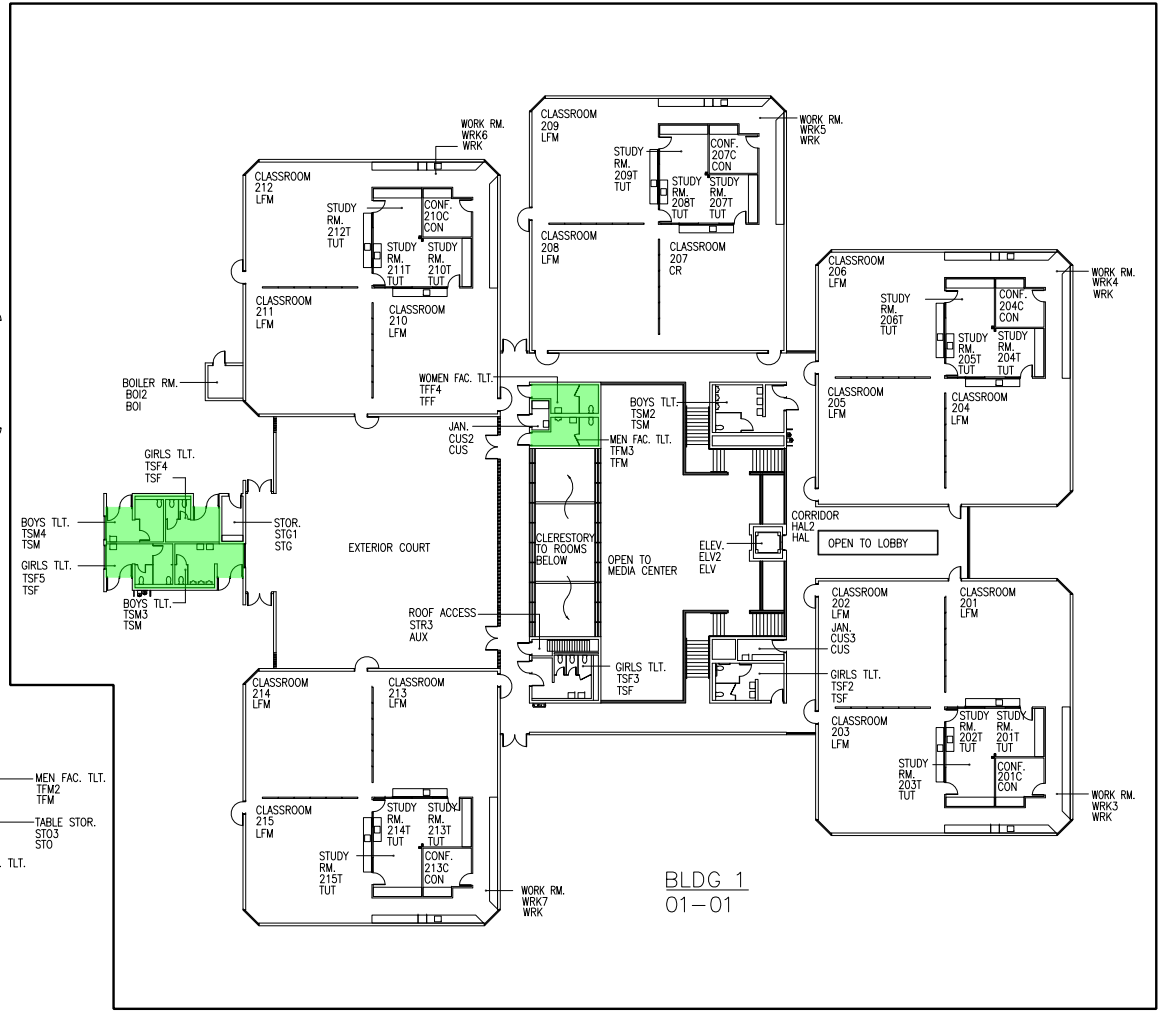
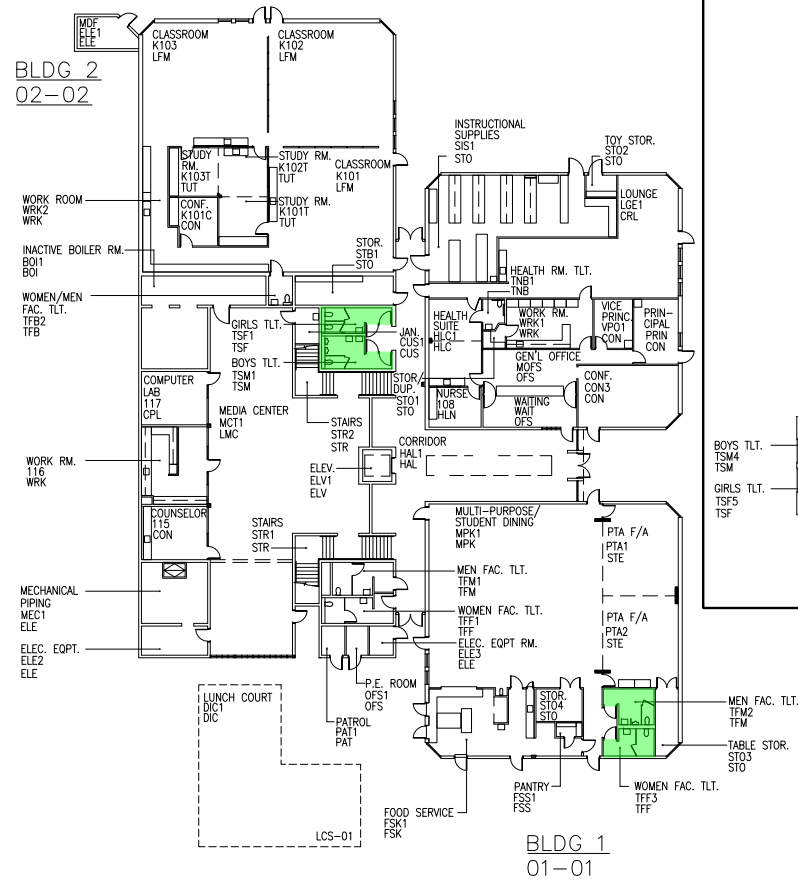
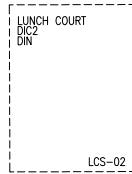
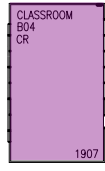
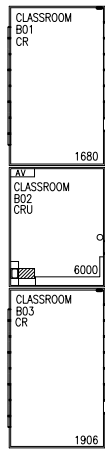
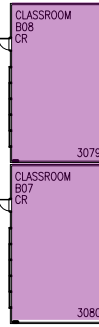
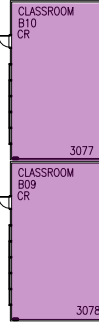
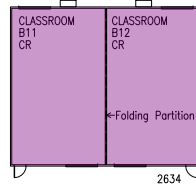
ATTACHMENT 1
EXHIBIT A
Page 1 of 2

- ⊕ FIRE HYDRANT
- CATCH BASIN



SCALE: 1"=100'

	VISTA GRANDE ES – ELEVATE SCHOOL SMALL SCALE PLOT PLAN 5606 ANTIGUA BOULEVARD SAN DIEGO, CA 92124		SITE LOCATION NO. 284
	PREPARED BY THE FACILITIES PLANNING AND CONSTRUCTION PROJECT MANAGEMENT DEPARTMENT	REVISIONS 06/26/14 MDZ 12/17/19 RG	DATE 03/24/16 DRAWN MDZ
	PREPARED FOR THE BOARD OF EDUCATION SAN DIEGO UNIFIED SCHOOL DISTRICT SAN DIEGO, CALIFORNIA	LAND MAP NO. 181A	

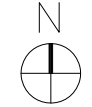


FIRST FLOOR PLAN
 SCALE: 1"=30'

SECOND FLOOR PLAN
 SCALE: 1"=30'

- = Elevate Elementary Charter School
- = Prop. 39 shared space

Unmarked spaces are unavailable for Charter School use



	VISTA GRANDE ELEMENTARY SPACE UTILIZATION PLAN <small>5606 ANTIGUA BOULEVARD, SAN DIEGO, CA 92124</small>		SITE LOCATION NO. 284
	PREPARED BY THE FACILITIES PLANNING AND CONSTRUCTION PROJECT MANAGEMENT DEPARTMENT	REVISIONS 02/13/14 03/24/16 04/27/16 12/17/19 05/03/21 06/08/21	DATE 1/10/08
PREPARED FOR THE BOARD OF EDUCATION SAN DIEGO UNIFIED SCHOOL DISTRICT SAN DIEGO, CALIFORNIA	MDZ TMK RG RG	CHECKED GS	LAND MAP NO. 181A SH. 1 OF 1

**ELEVATE SCHOOL
SHARED USE TERMS**

The following terms and conditions supplement the terms outlined in the main body of this Agreement.

For charter schools that are on shared sites, it is necessary to define the areas of the campus that are to be shared, and the proportion of time each entity has access to the shared area. That proportion of time is based upon the relative percentage of each school’s projected in-district classroom ADA.

Shared non-teaching station areas on campuses may include outdoor spaces (playground and PE), cafeteria/kitchen, large multipurpose space, library, student restrooms, staff restrooms, and small support spaces.

The Vista Grande school campus at 5606 Antigua Boulevard, San Diego California 92124 (“Site”) has sufficient capacity to house all of the Charter School’s in-district classroom ADA. The Charter School is allocated **five (5) classroom spaces and one (1) relocatable building** of approximately 48-feet by 40-feet as exclusive space for general education, assemblies, special education, counseling, support, and/or/office administration purposes.

1. Shared Use of Site. The Charter School shall share use of the Site with Vista Grande Elementary (“Co-Occupant”) and or other District programs and activities for the Term of this Agreement. During the period of shared Site use, the Charter School shall enjoy **exclusive use** of designated facilities, and **shared use** of other facilities (“Shared Use Facilities”) located on the Site, as depicted on page 2 of **Exhibit A** of this Agreement and pursuant to a (“Shared Use Schedule”) to be developed between the Charter School and the Co-Occupant, as described in Section 2 below.

Use of these common areas may require rotation of the available times to accommodate the in-district students of all occupants.

Occupants:

- Elevate School:21% of the projected in-district classroom ADA
- Vista Grande Elementary :.....79% of the projected in-district classroom ADA

Upon the expiration of any period of shared use, the terms and obligations of this **Exhibit B** shall no longer apply to the Charter School’s use of the Site and Facilities.

2. Shared Use Schedule. Prior to the Charter School’s occupancy of the Facilities, the Charter School and its Co-Occupant shall develop and document a schedule of use (“Shared Use Schedule”) of the Shared Use Facilities. Shared Use Facilities will be allocated based upon the relative percentages of each school’s projected in-district classroom ADA or based on a time percentage basis representing the same proportional breakdown. The occupants shall negotiate in good faith to develop a Shared Use Schedule that recognizes the needs of students of all occupants, as well as issues related to staffing, school safety, and student supervision. The District has the right to make all final decisions regarding the Shared Use Schedule, and any disputes arising out of the Shared Use Schedule. All Shared Use

Facilities are subject to the policies, regulations, and control of the District for purposes of making use decisions under the Civic Center Act for times outside of the Charter School’s regular school hours.

3. Cost Sharing of Utility Bills. Shared costs of utility bills will be based upon the relative percentages of interior space allocated to each occupant of the Site. The following percentages of interior space shall apply for the Term of this Agreement, based on the space allocations of each school.

- Elevate School:13% of the interior space
- Vista Grande Elementary:.....87% of the interior space

The utilities bills for the Site will be addressed to the District. Upon billing from the District, the Charter School shall reimburse the District for the Charter School’s fair share in a timely manner.

4. Landscape Areas Allocated to the Charter School. Shared costs of landscape/grounds maintenance performed by the District will be based upon the percentage of landscaped areas on the Site that are allocated for exclusive use by the Charter school, and for the percentage that is Shared Use by both Site occupants as identified on **Exhibit C**. The following percentages of landscaped areas shall apply for the Term of this Agreement:

- Elevate School:4% of the exclusive use areas
- Elevate School :19% of the shared use areas

5. Conduct and Control of Charter School and Co-Occupant Activities. It shall be the responsibility of the Charter School and Co-Occupant to maintain control and supervision of its students and staff at all times. The Charter School and Co-Occupant shall ensure that its students are adequately supervised at all times, including times during which Co-Occupant students are sharing common areas with the Charter School. It shall be the responsibility of the Charter school and Co-occupant(s) to record a log of issues to be resolved in a digital document, shared between Co-Occupant(s) and the District identifying any problems related to student conduct, discipline, and behavior, where such problems may have an impact on the Charter School or Co-Occupant, its students, staff, activities, or programs, as applicable.


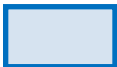
The Charter school shall indemnify, defend, and hold harmless the District, its Co-Occupant, and their respective trustees, officers, directors, employees, agents, representatives, volunteers, successors and assigns from and against any and all claims, demands, actions, suits, losses, liability, expenses, and costs for any injury, death or damage to any person or property occurring as a result of or arising from the conduct of Charter School students on the Site and Facilities, and from the Charter School’s failure to provide adequate supervision of the Charter School’s students on the Site and Facilities.

The Co-Occupant shall indemnify, defend and hold harmless, the Charter School and its respective trustees, officers, directors, employees, agents, representatives, volunteers, successors and assigns from and against any and all claims, demands, actions, suits, losses, liability, expenses, and costs for any injury, death, or damage to any person or property occurring as a result of or arising from the conduct of Co-Occupant's students on the Site and Facilities, and from the Co-Occupant's failure to provide adequate supervision of the Co-Occupant's students on the Site and Facilities.

6. School Site Safety Plans and Emergency Plans. The Charter School and Co-Occupant agree to adhere to the Vista Grande Elementary Site safety plan, and the school's emergency and evacuation plans. Vista Grande Elementary shall provide copies of these plans to the Charter School. In addition, the District agrees to include representatives of the Charter School in any training that occurs regarding school Site emergency preparedness plans. On or before the first day of school, the Elevate School agrees to file all emergency contact information for staff, students, and volunteers with the Vista Grande Elementary School office.
7. Visitors/Invitees. The Charter School shall ensure that all visitors to the Charter School enter through the Charter School designated entrance, park only in any Charter School assigned spaces, and register at the administrative office of the Charter School. If visitors require access to Shared Use Facilities or common areas of the Site, they must be properly directed or accompanied, and identifiable to the Co-Occupant's students, staff, and faculty on the Site. The Charter School shall maintain a written visitor's log and make a copy available to any District staff upon request.
8. Dispute Resolution. Disputes may arise related to the Shared Use Facilities, the Shared Use Schedule, or the coexistence of the Charter School with its Co-Occupant on the Site. The Charter School shall maintain communication with its Co-Occupant and shall establish a forum for resolving any problems on a timely, cooperative, and reasonable basis. The attempts at resolution shall not incur significant cost or expense to the District. The District, however, reserves the right to make all final decisions regarding disputes on the Site related to shared use. The District shall have the right to terminate Charter School's use of the Site and Facilities for failure to comply with shared use terms and arrangements.

**ATTACHMENT 1
EXHIBIT C**



-  = The Elevate School Exclusive Maintenance Area
-  = Shared Maintenance Area

**The Elevate School/Vista Grande Elementary School
Landscape Maintenance Areas**