

**FACILITIES USE AGREEMENT
BY AND BETWEEN
NATOMAS UNIFIED SCHOOL DISTRICT
AND
WESTLAKE CHARTER SCHOOL, INC.**

THIS FACILITIES USE AGREEMENT ("Agreement") is made by and between the **Natomas Unified School District**, a public school district organized and existing under the laws of the State of California, ("District") and **Westlake Charter School, Inc.**, a California nonprofit public benefit corporation ("Corporation") operating Westlake Charter School, a California public charter school, ("WCS" or "Charter School") existing under the District's oversight authority. The District and the Charter School are referred to as the "Parties."

RECITALS

WHEREAS, the District's Board of Trustees approved renewal of WCS' Charter for a five (5) year term, beginning on July 1, 2020, and ending on June 30, 2025;

WHEREAS, Corporation shall be responsible for, and have all rights and benefits attributable to, Charter School as further outlined herein, and where this Agreement obligates Charter School to a particular course of action, Corporation is coextensively required to fulfill such obligation;

WHEREAS, the District is the owner of certain real property and facilities located at 2680 Mabry Drive, Sacramento, California (hereinafter "Site A"). A map of Site A is attached hereto as Exhibit "A";

WHEREAS, WCS currently occupies facilities at Site A for purposes of operating grades K-8 of its educational program, in accordance with its Charter and this Facilities Use Agreement, and it desires to continue to utilize Site A for such purposes;

WHEREAS, the District previously agreed to process any future petition for a high school program, which includes assistance with securing facilities, consistent with its procedures as applied to other existing charter schools currently authorized by the District's Board of Trustees;

WHEREAS, the District leases facilities at 4400 E. Commerce Way, Sacramento, California 95834, which are contiguous to Site A (hereinafter "Site B"), and it wishes to provision Site B to WCS' for operation of its grades 9-12 educational program in accordance with its Charter. A map of Site B is attached hereto as Exhibit "B";

WHEREAS, the District and Charter School desire to enter into this Agreement to memorialize the WCS' use of Sites A and B ("Facilities") in lieu of the District's allocation of facilities under Education Code section 47614 and Title 5 of the California Code of Regulations, sections 11969 et seq. ("Proposition 39");

WHEREAS, the District and Charter School acknowledge the facilities provided pursuant to this Agreement allow the Charter School to house its currently approved K-12 educational program through June 30, 2024 in a manner that meets the Charter School's preference for contiguous housing,

WHEREAS, the District and Charter School recognize the Charter School has a longer-term interest in construction of a permanent high school facility.

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

TERMS

1. **Use of Site and Facilities.** The District agrees to allow Charter School exclusive use of the classrooms and other space, allocated as detailed in this Agreement and Exhibits A and B, for the sole purpose of operating the Charter School and its related classroom based educational programs in accordance with the Charter and any MOU related to its operations. The Charter School shall be solely responsible for obtaining and maintaining all licenses and/or permits necessary, if any, for operating a public school on Sites A and B. The Charter School further agrees to comply with all applicable ordinances, statutes, and regulations related to its use of Site A and B, and in conducting Charter School's activities.
2. **Term.** The Charter School's use of Sites A and B shall be for the Applicable Years commencing on July 1, 2020, and terminating on June 30, 2024, unless earlier terminated as set forth below in the Termination Clause.
3. **Reversion to District.** Upon the expiration or termination of this Agreement by its terms, the right to use and to occupy Site A and the facilities and District-owned furnishing and equipment thereon, if any, shall revert to the District. As titleholder to the Site and Facilities (with the exception Charter School-owned furnishings and equipment), the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including but not limited to use of Site A and Facilities for District programs and services. Site B will revert to the District in accordance with the Lease for it.
4. **Civic Center Act.** The Parties agree that Site A remain subject to the Civic Center Act (Education Code Section 38131, et seq.), with the District allowed to provide access and use of the site pursuant to the Act as long as such access or use does not conflict with or materially impair the Charter School's right to use of the site under this Agreement. The Charter School acknowledges that all requests submitted to the Charter School for use of the site under the Act shall be forwarded to the District for approval. Before granting access or use of Site A and Facilities pursuant to the Act, the District shall advise the Charter School of the proposed user and of the planned use, shall confirm that the Charter School does not already have a scheduled use for the space, and coordinate such access or use in a manner intended to minimize the potential impact on the Charter School or its operations.
5. **Furnishings and Equipment.**
 - (a) Charter School is responsible for and any all furnishings and equipment necessary for both Site A and Site B to be used to operate the school in accordance with the Charter, and it must maintain and return any furnishings and equipment provided by the District at either Site A or Site B, as listed on Exhibit C.
 - (b) The District shall only provide the equipment and/or furnishings identified in the inventory in Exhibit C for use at Site A and Site B. Charter School shall

not sell or otherwise dispose of furniture or equipment and the District will not replace furnishings and equipment disposed of by the Charter School. The Charter School shall return all District-owned furniture and equipment to the District at the end of the Term, or upon vacating Site A, Site B, and Facilities in the same condition as received, with the exception of reasonable wear and tear. Charter School will be responsible for any damage caused by its use excepting reasonable wear and tear.

- (c) The Charter School, at its sole cost and expense, shall be responsible for providing and maintaining in good repair and operating condition all other equipment and materials to further furnish, equip, and update the facilities at Site A and Site B for classroom instruction and operation of a charter school.
 - (d) The Charter School agrees to maintain a sufficient budget to account for contemplated repairs or maintenance to equipment and furnishings at Site A and Site B that are within its care, custody or control, with Charter School further agreeing to repair, maintain, or replace all such equipment or furnishings in keeping with its obligations to provide a safe and suitable educational environment.
6. **Acknowledgement of Suitability and Fitness for Occupancy, Anticipated Use.** By executing this Agreement, the Charter School acknowledges Site A has been since its occupancy and is currently fully furnished and equipped for the purpose of operating its K-8 charter school. The Charter School further acknowledges that prior to occupying Site B, it will have been provided the opportunity to conduct a reasonable inspection of Site B to determine that the site is safe, adequate, and appropriate, with suitable and sufficient furnishings and equipment in place, to conduct its operations. The outcome of the reasonable inspection will identify items believed to be needed for Site B to be safe, adequate and appropriate. By taking occupancy of Site B, WCS acknowledges and agrees it is suitable for use to operate its high school grade levels through June 30, 2024.
7. **Waiver of Proposition 39.** The Charter School acknowledges and agrees that the District has complied with all obligations under Education Code section 47614 and its implementing regulations through this Agreement. The Charter School and District mutually agree that this Agreement is executed by the Parties in-lieu of and as an alternative to specific compliance with Education Code section 47614 and its implementing regulations. Accordingly, the Charter School knowingly waives and releases the District from any and all claims to facilities from the District pursuant to Proposition 39 (Education Code section 47614 and its implementing regulations), including, but not limited to, any claim regarding the sufficiency of District's compliance with or suitability of Sites A and B under Section 47614 and the Proposition 39 regulations, or involving substantive or procedural requirements of Proposition 39 while it occupies Site A and B during the Applicable Years. Charter School shall not submit a Proposition 39 request to the District until the final Applicable Year for an allocation of District facilities in the year immediately following the final Applicable year, in accordance with the Proposition 39 timelines and following proper termination of this Agreement, absent material revision or changes to the charter that require it.
8. **Provision of Facilities and Usage.** Sites A and B are depicted in Exhibits A and B to this Agreement. In consideration of the District's provision of long-term suitable facilities to house the Charter School's in-District students in grades TK-12 at Sites A

and B in reasonably equivalent conditions as if they attended other public schools in the District, the Charter School has agreed to limit enrollment in its educational programs to operating classrooms available at Sites A and B, and to the facilities provided under this Agreement. The Charter School's agreement to limit its enrollment and educational program to Sites A and B as specified in this Term is material to this Agreement and the remainder of its Terms, and will result in Reversion to the District of both site if not corrected within thirty (30) days following Charter School receipt of written notice of violation of this section from the District.

- a. Charter School will use Site A to operate its elementary and middle school grades with the following: Five (5) Kindergarten classes, Five (5) first grade classes, Five (5) second grade classes, Five (5) third grade classes, Four (4) fourth grade classes, Four (4) fifth grade classes, Four (4) sixth grade classes, Four (4) seventh grade classes and Four (4) eighth grade classroom instruction. It may utilize the facility for before and after school programs consistent with its Charter and for students enrolled in the Charter School.
- b. Charter School will use Site B to operate its high school educational program serving students in grade 9 in the 2021-22, grades 9-10 in 2022-23, and grades 9-11 in 2023-24 school years, in a manner consistent with the District's lease agreement for the site. The Charter School agrees its high school program (grades 9-12) anticipates start of operations in the 2021-22 school year, and will be comprised of a maximum of 375 students in the 2023-24 school year (approximately 125 students per grade level). For the duration of this FUA, the Charter school will limit its high school enrollment to this facility and shall not request the District provide additional facilities for its charter school, except for as outlined in item c of this section below.
- c. The Charter School intends to purchase a property for the purpose of housing a future permanent high school campus. If the District chooses to pursue a future local or state bond, the parties agree that should such a bond measure pass, the parties will address any potential District involvement with the site in a subsequent FUA or addendum.
- d. The Charter School also agrees to actively participate, to the extent allowed by applicable law, in support of the passage of any future local or State school facilities construction/improvement bond pursued and/or supported by the District.
- e. The Charter School understands that any development of said property will be required to be in compliance with all Division of State Architect (DSA) requirements if there is any potential for the District to make any contributions to the cost of building a permanent high school campus.

9. **Facilities Fees.**

- (a) **Site A Facilities Fee.** The Charter School shall pay an amount not to exceed a total of two percent (2%) of the total revenues of the Charter School for use of Site A, pursuant to Education Code section 47613 ("Facility Fee"). "Revenue" for purposes of this calculation shall include the general-purpose entitlement calculated pursuant to Education Code section 47633, and the

categorical block grant calculated pursuant to Education Code section 47634, as both computed by the local control funding formula pursuant to Education Code sections 42238.02 and 42238.03. "Revenue" for purposes of this calculation shall not include the Charter School's fund-raising activities, private donations, other public grants, or any other source of income developed by the Charter School.

- (b) Site B Facilities Fee. The Charter School shall pay 50% of the District's monthly rent for Site B in the 2021-22, 2022-23, and 2023-24 school years. The District's monthly lease rent for Site B is set forth in Exhibit C as follows: 2021-22 at \$33,999.00 per month; 2022-23 at \$35,010.00 per month; and 2023-24 at \$36,060.00 per month. Charter School shall make its 50% payment to the District, and the District will timely make its full rent payments directly to its landlord under its lease for Site B. Charter School is solely responsible for all costs associated with its sublease of Site B, including but not limited to the costs outlined below in Sections 10, 11, 12 13, and 17.
- (c) Payment Schedule. The Charter School shall pay the Facility Fee for both Site A and B to the District, Security Systems fee, and any other fees in quarterly installments due, respectively, on the first day of October, January, April, and July of each school year covered by this Agreement. The District shall invoice the Charter School for fees due as of September 30, December 31, March 31, and June 30, with invoices to be prepared and submitted by the District to the Charter School within thirty (30) calendar days during the year and by September 15 (when the books are closed) at the end of the year. The Charter School shall pay all invoices within fifteen (15) business days of their issuance by the District. In the event payment is not received within five (5) business days following the payment due date, and/or if such payment is returned or unpaid due to insufficient funds, the Charter School hereby authorizes the District to deduct any such fees and costs from future apportionments received by the District and/or the Charter School authorizes the District to deduct any such fees from the funds deposited in its account with the District. Alternatively, the District may elect to offset and deduct any such fees and costs from the District in-lieu property tax revenues next payable to the Charter School, in which case the District shall provide the Charter School with a detailed statement showing the amount to be deducted thirty (30) days prior to any such offset. Late payments shall be subject to interest at the rate of ten percent (10%) per annum.
- (d) Utilities. The Charter School shall be solely responsible for the direct costs of all utilities used or consumed by the Charter School at Site A and Site B including but not limited to water, electricity, garbage, telephone, internet connection, and all City provided utilities including but not limited to sewage, storm drainage, etc. The Charter School agrees to pay all amounts invoiced to the Charter School by the District for utilities costs from its use or consumption. The Charter School shall develop and implement energy saving policies to minimize utility costs, and shall provide a copy of its energy saving policies to the District. The Utilities will be included on the Facilities Fees Invoice and made on the same payment schedule as the Facilities Fees
10. Maintenance and Operations. The Charter School shall reimburse the District for One Hundred Percent (100%) of the cost for any major facility maintenance or replacement cost reasonably caused by the Charter School's use. Projects eligible to

be included in the District's deferred maintenance plan established pursuant to Education Code section 17582 shall remain the responsibility of the District to complete. The Parties understand that leased structures and structures added by the Charter School or not permanently fixed (including portables) are not eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582.

- (a) Major Maintenance and Emergency Repair. The District will complete major maintenance of Site A its facilities used by the Charter School. Major maintenance of Site B will be handled in accordance with the District's lease agreement. For purposes of this section, "major maintenance" includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. The Charter School agrees to immediately notify the District of any major maintenance that it knows or reasonably should have known is required at Site A, and the Charter School agrees it shall be responsible for all costs to repair subsequent damage, if any, due to its failure to timely notify the District. All other kinds of maintenance shall be considered routine maintenance and shall be the sole responsibility of the Charter School.

Both parties shall meet annually in the fall to discuss and plan for the Charter School's subsequent year's major maintenance/repairs and projects, as well as any other projects also outlined in the District's Deferred Maintenance Plan.

In the event that the Charter School requires the District to perform emergency or major maintenance and repairs, as allowed for above, the Charter School shall notify the District's Facilities and Planning Department by telephone directly at (916) 567-5466. An emergency repair 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.

- (b) Custodial Services. The Charter School shall be solely responsible for providing all custodial services at Site A and Site B, and for all related custodial costs, including but not limited to Charter School custodial staff salaries and benefits, custodial supplies, and custodial management and/or supervisory administrative and/or support costs. The Charter School agrees the District shall not be responsible for providing any custodial services, or paying for any related custodial costs, at Site A or B during the term of this Agreement, or for purposes of vacating them and returning them to the District.
- (c) Shade Structure. The District agrees to construct a playground shade structure at Site A prior to the expiration of this FUA. The shade structure shall be substantially similar to those found on other District-owned K-8 school campuses.

11. **Installation of Improvements by the Charter School.** The Charter School shall not construct or install any improvements on Site A or Site B, or otherwise alter Site A or Site B without the District's prior written consent, and if required, approval from the Division of the State Architect ("DSA.")
12. **Security Systems.** The Charter School shall be solely responsible for the direct costs for all District contracted and monitored security systems ("Security Systems") provided at Site A and Site B, if any. The Charter School recognizes that the Security Systems currently provided at Site A and Site B may include a separate intrusion alarm system, security camera system, and/or site visits/monitoring by a private security patrol. The Charter School agrees to pay all amounts invoiced to the Charter School by the District for its Security Systems, which will be included in the Facilities Fee invoice and payment schedule.
13. **Condition of Property.** The Charter School currently occupies Site A and certifies its condition for purposes of its use under this Agreement. Before the commencement of the Term with regard to Site B, the Charter School shall have an opportunity to "walk-through" the facilities at Site B with District Personnel to inspect and notate the condition of the facilities. The District agrees to turn Site B over to the Charter School in compliance with all applicable laws, and with all necessary permits, entitlement, and approvals for Charter School's use contemplated under this Agreement.
14. **Title to Property.** The Parties acknowledge that title to Site A, and all improvements are held by the District and shall remain in the District at all times. Site B usage is pursuant to and consistent with the District's lease of the property, including its sublease and termination clause.
15. **Surrender of Premises.** Upon the expiration or termination of this Agreement, , the Charter School shall peaceably vacate Sites A and B, and any and all improvements located thereon and deliver up to the District in substantially the same condition as existing on the date of commencement of this Agreement, with no more than reasonable wear and tear, and damage by the elements, fire, earthquake, flood, or public calamity excepted. The Charter School shall be financially responsible for any needed repairs to Site A and B due to the Charter School's acts or omissions, only excepting normal wear and tear, and damage by the elements, fire, earthquake, flood, or public calamity, after vacating Site A and its Facilities.
16. **Insurance.** The District and Charter School currently participate in the Schools Insurance Authority ("SIA") sponsored property and liability programs, and maintain insurance on Site A and Site B. For the term of this Agreement, both Parties agree to remain covered by those programs, the costs of which are addressed in the Parties' separate memorandum of understanding. The Charter School agrees to pay amounts invoiced to the Charter School for its prorated share of costs for SIA insurance coverage. The District's insurance shall be primary for claims for damage to Site A'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, its directors, officers, employees, guests or students. The District shall not be responsible for insuring any of the Charter School's personal property, including improvements or classroom portables installed on Site A, if any, by the Charter School.

If the Charter School later seeks to discontinue its participation in one or more SIA coverage programs, in addition to completing the withdrawal process as required by the SIA Joint Powers Agreement and Bylaws, the Charter School shall also provide the District with sixty (60) days advance written notice of its intent to discontinue coverage under such programs, with the Charter School then providing evidence that the replacement coverage it is purchasing: (1) is at least as broad as the SIA programs in the types of liability and/or property coverage provided; (2) both in terms of rates of coverage, and deductibles, is financially as suitable as the SIA programs; (3) includes an endorsement adding the District, its directors, officers and employees as "additional insureds" or "additional covered parties," on a primary basis, with respect to any claim (i) arising in any manner from any alleged act, error or omission by the Charter School or its directors, officers, employees, guests or invitees, or (ii) arising from damage to personal property, including fixtures or other appurtenances, attached to real property owned by the District, and with a further clause stating as to each of these potential coverages that the coverage program cannot be cancelled or materially modified without at least thirty (30) days advance written notice to the District.

17. **Indemnification.** With the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the District, the Charter School shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against 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 Site A or Site B, arising from, or in connection with, the Charter School's use of Site A or Site B, 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 Charter School in or about Site A or Site B, or the Charter School's performance of or failure to perform its obligations under this agreement; the Charter School's obligation to defend the District and other indemnitees 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 the exception of any liability, claims or damages caused solely by the active negligence or willful misconduct of the Charter School, the District shall indemnify, hold harmless, and defend the Charter School, its directors, officers, employees and agents against 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 Charter School, 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 Site A or Site B, arising from, or in connection with, the District's use of Site A or Site B, 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 Site A or Site B, or the District's

performance of or failure to perform its obligations under this agreement; the District's obligation to defend the Charter School and other indemnitees 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.

18. **Placement of Signs.** The Charter School may not place, construct, or maintain any signs identifying Site A or Site B as the Charter School's school site, or for any other purpose, without first obtaining written District approval. Any signs will be at the Charter School's sole expense and must first be approved by the District Superintendent or designee, which approval shall not be unreasonably withheld. When required by the District or statute, the Charter School must also obtain DSA approval prior to placing, constructing or maintaining any signs on Site A or Site B. The Charter School shall not remove, block, obscure or deface any District signs which are or may be posted on Site A or Site B. The District will in no way be financially responsible for the maintenance or upkeep of any signs placed by the Charter School.
19. **Access and Inspection.** The Charter School shall permit the District, its agents, representatives or employees, to enter upon Site A and Site B at any time for the purpose of inspecting the same, in the event of emergencies, if there is an imminent threat to the health or safety of occupants, or if access is for oversight. The District shall ensure that any of its agents, representatives or employees who enter upon Site A or Site B have been fingerprinted in compliance with applicable law.
20. **Termination.** This Agreement may be terminated by either party upon providing 12 months prior written notice of its intention to terminate to the other party. If the District terminates this Agreement, the District shall provide the Charter School with alternative reasonably equivalent facilities for the subsequent school year to accommodate the Charter School's entire enrollment, and the waiver contained in Section 7 shall be deemed void.
21. **Taxes.** The Charter School shall be solely liable for any and all taxes which may be levied or assessed upon the personal property, furnishings or fixtures of the Charter School located at Site A, or used by the Charter School.
22. **Neighborhood and Site Coordination Issues.**
 - (a) It shall be the responsibility of the Charter School to develop rules of conduct and adequately supervise its students, staff, parents, volunteers and other invitees at all times while on Site A and Site B. The Charter School shall ensure that Site A and Site B are adequately locked and secured when unattended by the Charter School.
 - (b) The Charter School shall provide copies of all written complaints received by the Charter School regarding Charter School's use of Sites A and B to the District in a timely manner.
 - (c) So as to minimize the impact of the Charter School's operations on the surrounding neighborhood, the Charter School agrees to take reasonable steps to ensure that its staff, students and all visitors (including parents) have access to ingress and egress protocols for Site A and Site B.

23. **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:

To the Charter School:

Executive Director
Westlake Charter School
2680 Mabry Way
Sacramento, California 95835
Facsimile: (916) 928-0337

To the District:

Superintendent
Natomas Unified School District
1901 Arena Boulevard
Sacramento, California 95834
Facsimile: (916) 567-5405

Any written notice personally served 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.

24. **Dispute Resolution.** In the event of any dispute between the Charter School and the District regarding rights and obligations of this Agreement, the Parties shall follow the dispute resolution clause in the Charter.
25. **Subcontract, Assignment and Subletting.** Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall a Party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other Party.
26. **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.
27. **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, with regard to the Charter School's need facilities to operate its Charter School during its Term. In the event of a conflict between this Agreement and the Charter School's Charter, this Agreement shall control. This Agreement may be amended or modified only by a written instrument executed by the Parties.
28. **California Law and Venue.** 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 Sacramento County, California.

29. **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.
30. **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.
31. **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.
32. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are incorporated herein by reference.
33. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document, including any electronic copies of signatures.
34. **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.
35. **Subject to Ratification.** This entire Agreement is subject to the approval/ratification of both the District's Board and the Westlake Charter School Inc. Board of Directors.

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

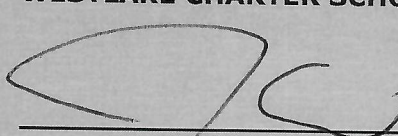
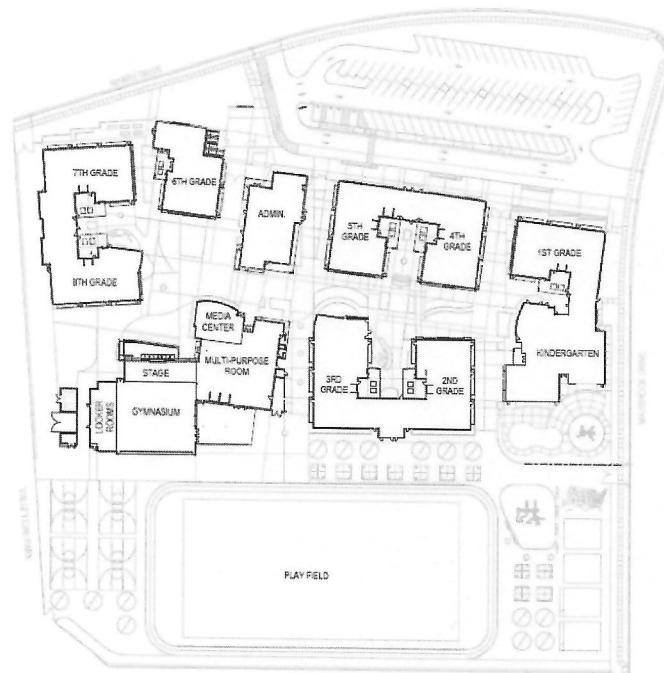
NATOMAS UNIFIED SCHOOL DISTRICT	WESTLAKE CHARTER SCHOOL, INC.
<hr/>	 <hr/>
Chris Evans Superintendent	John Eick Executive Director
Dated: <hr/>	Dated: <u>3/11/21</u>

EXHIBIT A
MAP DEPICTION OF SITE A AND FACILITIES



W&P DESIGN

WESTLAKE CHARTER K-8 SCHOOL

SEPTEMBER 2011



MAP DEPICTION OF SITE B AND FACILITIES

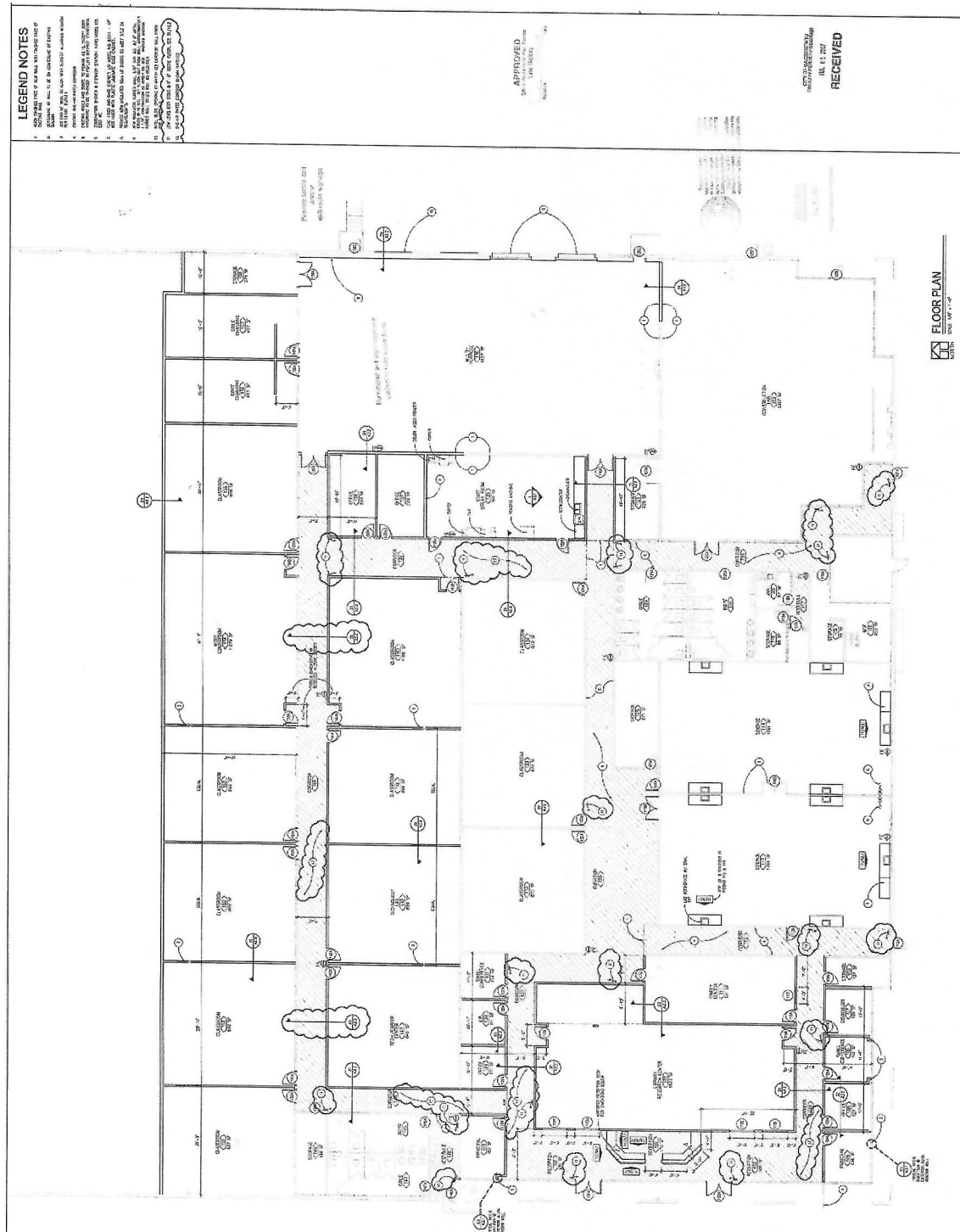


EXHIBIT C

DISTRICT PROVIDED FURNISHINGS AND/OR EQUIPMENT

SITE A

From FUA approved June 7, 2017:

Initial District-Provided Furnishings and/or Equipment for Site A, including but not limited to:

- Network Servers
- Wireless Access Points
- Security Cameras & Server
- Phone System
- Indoor Cafeteria Tables
- Outdoor Cafeteria Tables
- NUSD-approved Audio/Visual Equipment not to exceed \$295,000

SITE B

Existing District-owned equipment already on-site:

- Cisco switches
- Cisco wireless access points
- Battery backup
- Nutrition services appliances/IT
- Fire alarm/Intrusion alarm panels

District Will Update:

- Phone/Intercom/bell system