

**ADDENDUM #5 TO FACILITIES USE AGREEMENT BY AND
BETWEEN MORGAN HILL UNIFIED SCHOOL DISTRICT AND
CHARTER SCHOOL OF MORGAN HILL**

WHEREAS, the Morgan Hill Unified School District ("District") and South Valley Charter School Corporation, a California nonprofit public benefit corporation ("Non-Profit"), which operates the Charter School of Morgan Hill ("Charter School"), entered into a Facilities Use Agreement ("Agreement") with a term of July 1, 2017 through June 30, 2018; and

WHEREAS, on June 5, 2018, the District and Non-Profit extended the term of the Agreement by mutual consent with Addendum #1 for a first period commencing July 1, 2018 through December 31, 2018; and

WHEREAS, on October 16, 2018, the District and Non-Profit extended the term of the Agreement by mutual consent with Addendum #2, for a second period commencing July 1, 2019 through December 31, 2019; and

WHEREAS, Addendum #2 provided that "in the event that the parties do not execute a use agreement for the Site under the Charter School Facilities Program (CSFP) under California Education Code section 17078.52 et seq. by December 31, 2019, that the terms of this Addendum and the term of the Agreement shall automatically extend through June 30, 2020;" and

WHEREAS, on October 1, 2019, the District and Non-Profit extended the term of the Agreement by mutual consent with Addendum #3, for a third period commencing July 1, 2020 through June 30, 2021; and

WHEREAS, on October 6, 2020, the District and Non-Profit extended the term of the Agreement by mutual consent with Addendum #4, for a fourth period commencing July 1, 2021 through June 30, 2022; and

WHEREAS, the Agreement calls for the continued use and occupation by the Charter School of the facilities located at 9530 Monterey Road, Morgan Hill, CA ("Site"); and

WHEREAS, the parties seek to avoid the time spent with traditional Proposition 39 facility requests and desire to extend the terms of the current Agreement for the 2022-2023 school year.

WHEREAS, the District and Non-Profit agree to utilize the District's 2018-2019 final offer under Education Code section 47614 ("Proposition 39") of facilities at the Site through the end of the 2022-2023 school year, and the Charter School has provided its written intent to occupy the Site.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties, the parties agree as follows:

1. The Facilities Use Agreement in effect between the parties for the term July 1, 2017 through June 30, 2018, and extended by Addenda #1, #2, #3, and #4 shall be extended commencing July 1, 2022 through June 30, 2023.

2. The terms of the Agreement shall remain in effect during this extension, and the Charter School's facility use fee shall be as set forth in Section 3 of this Addendum.

3. Facility Use Fee. The facilities shall be provided to the Charter School "rent free" as defined by Proposition 39 regulations. The District shall waive the pro rata share amount referred to Title 5, California Code of Regulations, Section 11969.7 for the term of this Addendum only, without prejudice to its right to collect such a fee at any future time. As an oversight fee and in accordance with Education Code Section 47613(b), the Charter School shall pay the District an amount equal to three percent (3%) of the Charter School's revenues (as defined by Education Code Section 47613(f)).

Non-Profit and Charter School

District

By: _____
 Paige Cisewski
 Executive Director

By: _____
 Dr. Carmen Garcia,
 Superintendent

Date: _____

Date: _____

Approved and ratified this _____ day of _____, 2021, by the Board of Trustees of the Morgan Hill Unified School District by the following vote:

AYES:
 NOES:
 Abstentions:

 Secretary to the Board of Trustees

Approved and ratified this _____ day of _____, 2021, by the Board of Directors of the Charter School of Morgan Hill by the following vote:

AYES:
 NOES:
 Abstentions:

 Secretary to the Board of Directors