

IN LIEU PROPOSITION 39 AGREEMENT

This In Lieu Proposition 39 Agreement (this "Agreement") is entered into as of April 30, 2020 by and between Francophone Charter School of Oakland, a California nonprofit public benefit corporation operating Francophone Charter School ("Francophone"), and the Oakland Unified School District ("District"), (collectively the "Parties" and each a "Party"), with respect to the following facts:

A. Francophone timely submitted a request for facilities on or before November 1, 2019 pursuant to California Education Code Section 47614 ("Proposition 39") and California Code of Regulations, Title 5, Section 11969.1 et seq. ("Regulations").

B. The District made a preliminary proposal that Francophone would be provided use of both exclusive use of the former Toler Heights campus as well as shared use of the Brookfield Elementary School ("Brookfield") campus in accordance with Regulations Section 11969.9(f).

C. Francophone has been exploring private facilities as an alternative to shared use of the Brookfield campus, including the former St. Jarlath Parish School facility ("St. Jarlath").

D. The District submitted a final notification of the space ("Final Offer") offered to Francophone on or before April 1, 2020 in accordance with Regulations Section 11969.9(h).

E. Francophone will not be able to complete its determination of whether it will lease the St. Jarlath facility or another private facility, and enter into any lease to formalize this, before May 1, 2020, when it must inform the District whether it will occupy the allocated space in accordance with Regulations Section 11969.9(i).

F. In order to provide Francophone with the opportunity to finalize its consideration of the St. Jarlath or other private facility and potentially decline shared use of the Brookfield campus, the Parties seek to enter into this Agreement to provide Francophone with additional time to do so, as described below.

NOW, THEREFORE, in consideration of their mutual promises set forth in this Agreement, the Parties agree as follows:

1. **Ability to Withdraw Acceptance.** Francophone will accept the District's Final Offer by May 1, 2020. However, if Francophone executes a lease with The Roman Catholic Welfare Corporation of Oakland for use of the St. Jarlath site, or for any other private site, for the 2020-21 school year (and potentially additional future years) by no later than August 1, 2020, Francophone may withdraw its acceptance of that portion of the Final Offer for use of the Brookfield campus by written notice to the District no later than June 15, 2020, and Francophone will then not occupy the Brookfield campus and will not owe the District any pro rata share payments for use of the Brookfield campus or have any other obligation to the District related thereto. Should Francophone withdraw its acceptance of the use of Brookfield as set forth herein, Francophone would waive any claim against the District under Proposition 39 for facilities for that portion of its average daily attendance for which facilities are allocated at Brookfield, unless it subsequently occupies District facilities pursuant to Section 3. Francophone's

acceptance of the offer of exclusive use of the Toler Heights campus, and its obligation to pay pro rata share payments for its use of the Toler Heights campus, shall be unaffected.

2. **Walk Through.** The District and Francophone will do a walk-through of the St. Jarlath facility by no later than May 15, to determine if the District will approve Francophone's use of the St. Jarlath facility for operation of a portion of its program for the entire 2020-21 school year. If the District will approve the use, it will confirm this to Francophone in writing and the District will not subsequently tell Francophone that it needs to vacate the St. Jarlath or other private facility for any portion of the 2020-21 school year, unless any condition at the site threatens to cause imminent harm or injury to the site's occupants.

3. If Francophone is told by a government or public agency with jurisdiction over the use or operation of the St. Jarlath or other private facility (including but not limited to the City of Oakland or the Oakland Unified School District) that it must vacate the St. Jarlath facility or other private facility for the remainder of the 2020-21 school year due to entitlement, permitting, or any other use or condition issues, and Francophone determines in its sole discretion that it will vacate the St. Jarlath facility or other private facility for the 2020-21 school year, the District will, within two weeks, provide Francophone with use of facilities at a single District site (not Toler Heights) for seven (7) classrooms and administrative space totaling at least 600 square feet and shared use of field or blacktop space to provide physical education and recess time for 150 students (three and a half hours per day), dining space/cafeteria for one (1) hour per day with appropriate warming and refrigeration unless the District provides food services, a closet for technology hardware, and auditorium/MPR space as available and as needed basis, for the remainder of the 2020-21 school year, and the District and Francophone will enter into a facilities use agreement to reflect this use. The District will make its best efforts to locate the single District site as close as possible to the Toler Heights campus, and will tell Francophone upon which District site it will be located prior to Francophone having to make a final determination as to whether it will vacate the St. Jarlath or other private facility.

4. The Charter School shall provide the District with an inventory of its furniture and equipment currently at the Howard site no later than ten (10) business days after this agreement is executed. The Charter School may move the furniture and equipment that it currently uses at Howard Elementary School to the St. Jarlath site or other private facility for use in the 2020-21 school year upon mutual agreement with the District.

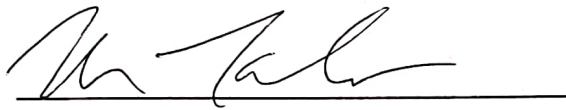
5. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all other oral or written agreements, representations, and understandings. The Parties agree the above recitals are true and correct. This Agreement may only be modified by a writing signed by the Parties.

6. **Authority.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of their respective legal entities.

7. **Counterparts.** This Agreement may be executed in any number of counterparts. Each counterpart shall be deemed to be an original and all such counterparts together shall constitute one agreement. This Agreement may be signed and transmitted by facsimile, PDF, e-mail, DocuSign, scanned, or similar electronic means with the same validity as if it were an ink-signed document.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date above.

Francophone Charter School of Oakland



By: Mark Kushner

Its: Executive Director

Date: 4/30, 2020

Oakland Unified School District



By: Sonali Murarka

Its: Executive Director, Enrollment and Charter Schools

Date: April 30, 2020