

**ADDENDUM TO FACILITY USE AGREEMENT BETWEEN
ROCKETSHIP EDUCATION
AND THE MT. DIABLO UNIFIED SCHOOL DISTRICT
FOR THE USE AND OCCUPATION OF
Glenbrook Middle School
2351 Olivera Rd, Concord, CA 94520**

WHEREAS, in or around November 2020, MT. DIABLO UNIFIED SCHOOL DISTRICT (“District”), and ROCKETSHIP EDUCATION entered into a Facility Use Agreement (“Agreement”) for use and occupation of the facilities at Glenbrook Middle School, 2351 Olivera Rd, Concord, CA 94520; and

WHEREAS, the Agreement is currently within its initial five (5) year term, from July 1, 2021 through June 30, 2026, with the possibility of additional five-year terms as set forth in Section 4.1 of the Agreement; and

Whereas, Sections 3.2 and 3.3 of the Agreement set forth the parties’ respective obligations regarding routine and deferred maintenance; and

Whereas, the parties wish to define with more specificity their respective obligations regarding routine and deferred maintenance, and execute an addendum (“Addendum”) to the Agreement accordingly.

NOW THEREFORE, the parties do hereby covenant, promise and agree, as follows:

- 1) The parties’ respective obligations regarding routine and deferred maintenance are set forth in Exhibit A to this Addendum.
- 2) In the event that a specific responsibility is not listed on the attached exhibit, the parties shall meet and confer with respect to who shall be the responsible party for that specific responsibility, and memorialize any agreement in writing.
- 3) If the parties cannot agree as to who shall be the responsible party for that specific responsibility, they shall utilize the Dispute Resolution procedure contained in Element N of the Rocketship Futuro charter.
- 4) The parties agree that this Addendum is entered into under Section 22.2 of the Agreement, which provides that the “Agreement may only be modified or amended by written instrument executed by Charter School and the District,” and that the remaining provisions of the Agreement remain in full force and effect.
- 5) The term of this Addendum shall be coterminous with that of the Agreement and any of its renewal terms.

Dated:

ROCKETSHIP EDUCATION

Matt Shaw
Chief Financial Officer
Rocketship Education

Dated:

MOUNT DIABLO UNIFIED SCHOOL DISTRICT

Dr. Adam Clark
Superintendent
Mt Diablo Unified School District

EXHIBIT A

Matrix of Responsibility for Routine and Deferred Maintenance

Activity	Responsible Party	
	Rocketship	MDUSD
Custodial	<ul style="list-style-type: none"> -Daily cleaning of, and performance of routine repairs to, exclusive use facilities -Sweeping and vacuuming floors; Steam-clean carpets -Dusting, cleaning and sanitizing tabletops and countertops -Cleaning and restocking exclusive use restrooms -Emptying trash cans and recycling bins -Restocking sanitary devices (soap and paper towels) -Graffiti abatement 	<ul style="list-style-type: none"> - None
Plumbing: Restrooms	<ul style="list-style-type: none"> -Repairing leaks -Repair and replacement of component parts of toilets, urinals, faucets, and sinks -Unclogging obstructions in intake pipes and supply lines of sinks -Replacing components of, and repairing, internal and external doors -Repairing and/or replacing components, such as mirrors, soap dispensers, toilet paper dispensers, paper towel dispensers, sanitary containers, trash cans, and hand dryers -Purchasing component parts. -Rocketship will advise the District of the identity of any vendors not referred by the District 	<ul style="list-style-type: none"> -Replacing toilets, urinals, and sinks -Repairs and replacement of plumbing system and component pipes and joints, excluding intake pipes and supply lines of sinks -District will provide a list of local vendors
Plumbing: Sinks and Faucets	<ul style="list-style-type: none"> -Repair and replacement of component parts -Unclogging obstructions in intake pipes and supply lines -Repairing leaks outside of walls -Purchasing component parts and making repairs -Rocketship will advise the District of the identity of any vendors not referred by the District -Rocketship will handle clogs outside of walls 	<ul style="list-style-type: none"> -Replacing entire sink units where replacement is needed -District will provide a list of local vendors -District will handle clogs and leaks internal to walls
Heating, Ventilation, and Air Conditioning	<ul style="list-style-type: none"> -Retain certified/qualified vendors to conduct periodic inspections and identify needed repairs on all units serving exclusive use rooms -Replace fungible parts (e.g., filters, belts) on all units serving exclusive use rooms -Inspect and repair thermostat, as needed -Conduct repairs on compressors contained entirely inside a Rocketship exclusive-use room -Clean, maintain and repair duct system on compressors contained entirely inside a Rocketship exclusive-use room -Rocketship shall replace fungible parts on all systems, and clean, maintain, and repair duct system on compressors contained entirely inside a Rocketship exclusive-use room 	<ul style="list-style-type: none"> -Inspect and maintain compressor units that are not contained within a Rocketship exclusive-use room -Clean, maintain and repair duct systems located outside of Rocketship exclusive-use rooms -Replace compressors and duct system components that are no longer functional and in need of replacement -All rooftop unit work will be completed by District (including filters, belts, etc.) -Replace units that are no longer functional or at the end of their useful life, or for which the cost to continue repairing exceeds the cost to replace.
Electrical	<ul style="list-style-type: none"> -Replace light bulbs -Responsible for providing, maintaining, repairing and replacing all end-user electronic devices -Repair or replace outlets and outlet covers 	<ul style="list-style-type: none"> -Inspection, maintenance, and repair of electrical infrastructure system -District M&O will complete work on any electrical panel -The District will refer Rocketship to local vendors -

Matrix of Responsibility for Routine and Deferred Maintenance

Activity	Responsible Party	
	Rocketship	MDUSD
Classroom Lighting	<ul style="list-style-type: none"> -Replace light bulbs -Repair or replace component parts (<i>i.e.</i>, light fixtures, covers) -Only certified electrician may perform ballast replacements 	<ul style="list-style-type: none"> -Inspection, maintenance, and repair of electrical infrastructure system -The District will refer Rocketship to local vendors.
Roofing	<ul style="list-style-type: none"> -Inspecting roofs and gutters for debris - 	<ul style="list-style-type: none"> -Conducting repair and replacement of roof components and roofing systems -Clean roofs and gutters -The District will refer Rocketship to local vendors.
Floor	<ul style="list-style-type: none"> -Repairing or replacing tiles -Removing scuff marks or other irregularities -Repairing or replacing trim 	<ul style="list-style-type: none"> -Replacement of entire floor surfaces if needed -Repair and replacement of floor systems in need of repair or replacement -The District will provide tiles for Rocketship to replace.
Painting	<ul style="list-style-type: none"> -Painting of interior of exclusive use rooms and doors (excluding tiled surfaces and restrooms) -Conducting touch-up of painted surfaces in exclusive use area 	<ul style="list-style-type: none"> -Painting of all external surfaces requiring a new coat
Asbestos Detection and Removal	<ul style="list-style-type: none"> -Notifying the District of asbestos-bearing objects 	<ul style="list-style-type: none"> -Conduct detection and removal of asbestos-bearing objects as required by law
Lead Detection and Removal	<ul style="list-style-type: none"> -Notifying the District of lead-bearing objects 	<ul style="list-style-type: none"> -Conduct detection and removal of lead-bearing objects as required by law
Paving/ Blacktop/ Hardscape	<ul style="list-style-type: none"> -Inspect exclusive use paving/blacktop/hardscape for needed repairs -Conduct caulking of cracks or other fissures in exclusive use paving/ blacktop/hardscape 	<ul style="list-style-type: none"> -Conduct repaving and repairs other than caulking of paving/blacktop/ hardscape
Walkways	<ul style="list-style-type: none"> -Inspect walkways for cracks, fissures, hazards, uneven surfaces, or needed repairs 	<ul style="list-style-type: none"> -Repave and repair walkways -Replace expansion joints
Underground Tanks	<ul style="list-style-type: none"> -No obligations 	<ul style="list-style-type: none"> -Repair and replace underground tanks, if any
Wall Systems	<ul style="list-style-type: none"> -Repair and maintain cosmetic irregularities on walls (scratches, holes, fissures) 	<ul style="list-style-type: none"> -Conduct major repairs to wall systems involving repair or replacements of beams, joints, or drywall
Landscape/ Irrigation		<ul style="list-style-type: none"> -All landscape & irrigation service and maintenance work