

**JOINT-USE AGREEMENT LEASE RENEWAL**  
**Between**  
**REDWOOD CITY SCHOOL DISTRICT**  
**And**  
**ANNA CENCIOSO, LLC DBA TOUCHSTONE LEARNING**  
**(HAWES ELEMENTARY SCHOOL)**

THIS JOINT-USE AGREEMENT LEASE RENEWAL ("Agreement") is made as of June 25, 2025 ("Execution Date"), by and between the REDWOOD CITY SCHOOL DISTRICT, a California public school district ("District"), and ANNA CENCIOSO, LLC, doing business as TOUCHSTONE LEARNING, a California limited liability company ("Tenant"), herein referred to individually as "Party" and collectively as the "Parties."

RECITALS

**WHEREAS**, the Parties entered into a Joint-Use Agreement dated February 6, 2020 ("Joint-Use Agreement"), as amended by a First Amendment to Joint-Use Agreement dated April 17, 2020 ("First Amendment," and together with the Joint-Use Agreement, the "Prior Agreements"), under which Tenant leased space on District's Hawes Elementary School campus located at 909 Roosevelt Avenue, Redwood City, California ("Property") as depicted in Exhibit "B" attached hereto and made a part of this Agreement, for operation of a learning center serving dyslexic students ages six through thirteen, consistent with the program description provided in Exhibit "A" attached hereto and made a part of this Agreement ("Program"); and

**WHEREAS**, pursuant to the Prior Agreements, Tenant leased certain portions of the Property as more specifically described in Exhibit "C" attached hereto and made a part of this Agreement ("Premises") on an exclusive basis for operation of Tenant's Program and sharing the Property with District programs and other occupants of the Property; and

**WHEREAS**, pursuant to section 17527, et seq., of the California Education Code, District is authorized to make vacant classrooms or other space on an operating campus available for use via a joint use agreement "to other school districts, educational agencies, except private educational institutions which maintain kindergarten or grades 1 to 12, inclusive, governmental units, nonprofit organizations, community agencies, professional agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals ..."; and

**WHEREAS**, pursuant to section 17529 of the Education Code, District previously determined and now re-affirms that this Agreement and Tenant's joint occupancy of the Property with the District and other co-occupants thereof and to use the Premises as set forth herein will not: (1) interfere with the educational programs or activities of any school or class conducted on the Property, (2) unduly disrupt the residents in the surrounding neighborhood, or (3) jeopardize the safety of the students at the Property; and

**WHEREAS**, Section 5 of the Joint-Use Agreement allows for renewal of the lease between the Parties; and

**WHEREAS**, the Parties now wish to enter into this Agreement to renew the leasing relationship on the terms and conditions set forth herein.

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

AGREEMENT

**Section 1. Title to Property.** The Parties acknowledge that title to the Property, including the Premises and any improvements thereon, is held by District.

**Section 2. Term.** The term of this Agreement shall commence July 1, 2025 ("Commencement Date") and end on June 30, 2030 ("Term"), if not sooner terminated pursuant to the terms of this Agreement and shall be subject to the renewal provisions in Section 5 of this Agreement. Tenant agrees to yield and peaceably deliver possession of the Premises to District on the date of expiration of the Term of the Agreement or earlier termination of this Agreement, whatsoever the reason for such termination.

**Section 3. Reserved.**

**Section 4. Use of Property.** District agrees to allow use of the Premises and portions of the Property by Tenant for the operation of Tenant's Program, which Program is more specifically described in Exhibit "A". Tenant shall not use, or permit the Premises or Property to be used, for any purpose other than for operation of Tenant's Program as specified in this Agreement. Tenant shall have exclusive use of the Premises described and shown on Exhibit "B" ("Exclusive Use Areas") at all times as set forth herein to administer and operate the Program, subject to modification by the Parties.

In addition to the Premises, Tenant intends to share use of play space and parking lots ("Shared Use Areas") with District and other program(s) and co-occupants on the Property, which co-occupants may change or grow over the Term. The use of Shared Use Areas will be pursuant to a Shared Use Schedule to be negotiated among and between all Property co-occupants, which Shared Use Schedule shall be updated annually on or before August 1 of each year during the Term. The Shared Use Schedule may require Tenant to compromise on periods or amounts of use of Shared Use Areas, daily Program start and end times, supervision controls, student and invitee ingress, egress and paths of travel to the Premises, safety and security protocols, maintenance cost sharing, access to parking by employees and invitees and similar issues. The Shared Use Schedule shall be signed by all Property co-occupants and incorporated into this Agreement by reference and shall serve as the basis for the determination of supplemental Rent due from Tenant for its shared use of buildings on the Property, if any. Shared use of parking lots, exterior paths of travel, playgrounds, fields or other outdoor space shall not be subject to supplemental Rent, but the degree or amount of such shared use shall not exceed the rough proportion Tenant's overall Premises square footage bears to the total square footage of interior building space located on the Property. Coordination of Shared Use Areas at the Property and Premises shall be the responsibility of the onsite principals or directors of each occupant. Tenant shall work in good faith to resolve disputes, schedules, and coordination issues that may arise among co-occupants of the Property. In the event that disputes arise among co-occupants regarding the use of the Premises, Property, or Shared Use Areas, the District retains full and complete discretion to dictate how such dispute shall be resolved. In the event Tenant is unable or unwilling to cooperate with other co-occupants regarding the sharing of the Property, District reserves the right to terminate this Agreement.

**Section 5. Renewal.** This Agreement may be renewed if both Parties mutually agree to such renewal in writing.

## **Section 6. Consideration.**

A. Monthly Rent. For and in consideration of the use of the Premises for the Term of this Agreement, Tenant agrees to pay District monthly rent ("Rent") at the starting rate of \$3.50 per square foot per month for Tenant's exclusive Premises of 3,277 square feet, or Eleven Thousand, Four Hundred Four Dollars (\$11,470) per month, adjusted annually on the anniversary of the Commencement Date by an escalation factor equal to changes in the Consider Price index All Urban (CPI-U) published by the US Department of Labor, Bureau of Labor Statistics. In no instance shall said annual adjustment be less than three percent (3%) and no greater than six percent (6%).

By way of example only, and assuming annual increases were to be the minimum annual adjustment of three percent (3%), the Rent would be as follows:

- Year 1 of Term: \$3.50 per square foot per month (\$11,470 per month)
- Year 2 of Term: \$3.61 per square foot per month (\$11,830 per month)
- Year 3 of Term: \$3.72 per square foot per month (\$12,190 per month)
- Year 4 of Term: \$3.83 per square foot per month (\$12,551 per month)
- Year 5 of Term: \$3.94 per square foot per month (\$12,911 per month)

Tenant's first Rent payment shall be due upon the Commencement Date and thereafter be due on or before the first (1st) day of each month during the Term. District shall notify Tenant in writing of any increases in Rent pursuant to this subsection A prior to the first (1st) day of each year during the Term. Tenant's failure to make payment of Rent shall be considered an Event of Default, and addition to the remedies described in Section 10, District shall be entitled to retain Tenant's Security Deposit as described in below in Section 6(G) of this Agreement.

B. Place of Payment. All Rent that becomes due and payable under this Agreement shall be paid to District at District's office, located at 750 Bradford Street in Redwood City, California, Attention: Chief Business Official, or any other place or places that District may designate by written notice to Tenant. District shall not be required to submit invoices for the payment of Rent.

C. Triple Net Lease (NNN). **This Agreement shall be considered a Triple Net Lease, and payment of Rent hereunder is intended as a fully net return to the District, or triple net related to the Premises.** Except to the extent expressly provided elsewhere in this Agreement, Tenant, at its sole cost and expense, shall pay, as and when due, all taxes, insurance, maintenance, repair, renovation, improvement and other costs, expenses, and charges which may arise or become due in connection with Tenant's use of the Premises, whether now existing or hereafter arising, and whether or not beyond the present contemplation of the Parties. And, except as otherwise set forth in this Agreement, the Tenant shall indemnify, defend, and hold District harmless from and against any cost incurred by Tenant related to any of the net charges.

D. Late Payment. Tenant acknowledges that late payment by Tenant to District of the Rent and other sums due hereunder will cause District to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if District does not receive any installment of Rent or any other sum due from Tenant by 4:00 p.m. within ten (10) days after such amount is due, Tenant shall pay to District, a late charge equal to five percent (5%) of such overdue amount or the maximum amount allowed by law,

whichever is less. The Parties hereby agree that such late charges represent a fair and reasonable estimate of the costs District will incur by reason of late payment by Tenant. Acceptance of such late charge by District shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent District from exercising any of its other rights and remedies granted hereunder.

E. Interest on Past Due Obligations. Any amount due to District not paid when due shall bear interest at the rate of Bank of America's or its successor's reference rate plus three percent (3%) per annum, commencing on the due date, but not to exceed the maximum rate permitted by law. Payment of interest shall be in addition to any late charges owing pursuant to this Agreement and shall not excuse or cure any default by Tenant under this Agreement.

F. Taxes. Tenant shall pay, before delinquency, any and all taxes, assessments, levies, possessory interest taxes, and other charges and governmental fees, general and special, ordinary and extraordinary, unforeseen, as well as foreseen, of any kind or nature whatsoever, including, but not limited to assessments for any public improvements or benefits, which during the Term of this Agreement are laid, assessed, levied, or imposed upon or become due and payable and a lien upon the Premises ("Taxes and Assessments"). Taxes and Assessments, late charges, costs and expenses which Tenant is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of Tenant's failure to pay such amounts, and all reasonable damages, costs, and attorneys' fees and expenses which District may incur by reason of any default of Tenant or failure on Tenant's part to comply with the terms of this Agreement, shall be deemed to be additional rent ("Additional Rent") and, in the event of nonpayment by Tenant, District shall have all of the rights and remedies with respect to all Additional Rent as District has for the nonpayment of the Rent. Nothing in this Section shall limit District's right to recover, as Additional Rent, utility and other costs, Taxes and Assessments payable after termination of this Agreement pursuant to the terms of this Agreement.

G. Security Deposit. Within ten (10) business days of the Execution Date, Tenant shall deliver to District an additional security deposit which, when added to the existing Security Deposit of \$11,644.88 held by the District, will be equal to the estimated last month's Rent (\$12,911) ("Security Deposit"). The Security Deposit shall secure the timely, full and faithful performance by Tenant of each term, covenant and condition of this Agreement. If during the Term or Renewal Term, Tenant shall fail to make any payment or fail to keep or perform any term, covenant or condition on its part to be made or performed or kept under this Agreement, without waiving or releasing Tenant from any obligation under this Agreement, District may, but shall not be obligated to use, apply or retain the whole or any part of the Security Deposit: (a) to the extent of any sum due to District; (b) to make any required payment on Tenant's behalf; and/or (c) to compensate District for any loss, damage, attorneys' fees or expense sustained by District due to an Event of Default, it being expressly understood that the Security Deposit shall not be considered an advance payment of Rent or a measure of District's damages in case of an Event of Default. In such event, Tenant shall, within fifteen (15) days of written demand by District, remit to District sufficient funds to restore the Security Deposit to its original sum. No interest shall accrue on the Security Deposit. District shall not be deemed a trustee of the Security Deposit and may commingle the Security Deposit with its other funds. Should Tenant comply with all the terms, covenants, and conditions of this Agreement, then the Security Deposit, less any sums owing to District, shall be credited to Tenant against its final payment of Rent due hereunder.

## **Section 7. Premises and Improvements.**

A. Condition of Premises. The Premises are provided to Tenant on an "as is" basis, and Tenant acknowledges and accepts that the Premises are accepted in its "as is" condition. Other than as described in subsection E hereof, District shall not be required to make or construct any alterations including structural changes, additions, or improvements to the Premises. Tenant acknowledges that neither the District nor District's agents have made any representation or warranty as to the suitability of the Premises to the conduct of Tenant's Program. By entry into and taking possession of the Premises pursuant to this Agreement, Tenant accepts the Premises as being in good and sanitary order, condition, and repair and accepts the Premises in the condition existing as of the Execution Date of this Agreement.

B. Signs. Tenant may, at Tenant's sole cost, have the right and entitlement to place Tenant's sign on the Premises, and otherwise to advertise its services, provided Tenant obtains the prior written approval and consent of District. Any signs shall be at Tenant's cost and in compliance with all local ordinances pertaining thereto. In connection with the placement of Tenant's signs, District agrees to cooperate with Tenant in obtaining any governmental permits which may be necessary. Throughout the Term of this Agreement, Tenant shall, at its sole cost and expense, maintain the signage and all appurtenances and improvements in good condition and repair. At the termination of this Agreement, Tenant shall remove any signs and shall repair any damage caused by the installation or removal of Tenant's signs.

C. Liens. At all times during the Term of this Agreement, Tenant shall keep the Property and Premises and all improvements now or hereafter located on the Premises free and clear of all liens and claims of liens for labor, services, materials, supplies, or equipment performed on or furnished to the Premises. Tenant agrees to settle and discharge all liens for materials for the Premises and Tenant's Program, and to defend and hold the District harmless from and against any such claims or liens. If Tenant fails to discharge or cause the Premises to be released from any such lien or claim of lien within thirty (30) days of District's request to do so, District may pay, adjust, compromise, and discharge any such lien or claim of lien on any terms and in any manner that the District may deem appropriate, and Tenant agrees to reimburse District for the full amount paid by District in connection therewith, including interest, attorneys' fees, and costs which may be incurred.

D. Nuisance. Tenant shall not use or permit the Premises to be improved, developed, used or occupied in any manner that is in violation of any law, ordinance, or regulation of any federal, state, county, or local governmental agency, body or entity. Tenant shall not maintain, commit or permit the maintenance or commission of any nuisance as now or hereafter defined with respect to the Premises, or any part thereof.

E. Custodial Services, Maintenance, and Repairs. Tenant shall provide all custodial services, routine and major maintenance and repairs to the Premises in order to maintain the Premises throughout the Term in as good a condition as exists on the Joint-Use Term Commencement Date, reasonable wear and tear, casualty and condemnation excluded. Major maintenance projects shall be conducted in accordance with District standards and in consultation with the District pursuant to Section 8 hereof. District shall provide routine maintenance, including without limitation, landscape, security, parking lot and maintenance of Shared Use Areas or other common areas, as needed on the Property, at a charge to Tenant based on the rough proportion Tenant's overall Premises square footage bears to the total square footage of interior building space located on the Property, as set forth in Section 7(F) of this Agreement.

Tenant shall maintain the Premises in a safe and healthy condition and shall repair any damage caused by Tenant to the Property or Premises or resulting from Tenant's use and occupancy of the Premises, in conformance with all laws, rules, and regulations applicable to the use of the Premises by Tenant or District. If Tenant fails to maintain the Premises in the manner required by this Agreement, District may cure that default and invoice Tenant for those services. If District provides custodial services, maintenance and/or repairs as a result of any default by Tenant that is not cured within thirty (30) days after notice from District, or less if in District's sole judgment, the default creates a dangerous or unsafe condition on the Property, Tenant shall pay District for those services within thirty (30) days of receipt of an invoice from District.

Tenant shall not be responsible for the operation of or performance of routine maintenance for any portion of the Property that is used exclusively by any co-occupants of the Property.

F. Utilities/Services Systems and Security. Tenant shall be responsible for meeting with District to determine which District or networked-managed service systems or utilities can be made available to Tenant and at what cost. Tenant shall be responsible for 10.3% of the total Property utility costs, including water, gas, electricity, telephone and other data and communication lines and service as well as the removal of garbage and rubbish from the Premises. Neither network nor Internet access services shall not be provided to Tenant by District unless approved in writing by District. Tenant shall be responsible for the payment of service fees and charges and/or may be required to install additional hardware and software in order to access and use certain service systems on the Premises, including clock/speaker systems, HVAC controls, phone systems, communications and emergency notification systems and other systems. Tenant agrees to reimburse District on a quarterly basis for its share of utility and routine maintenance expense as described in E hereof, and shall reimburse District for all such payments within thirty (30) days of receipt of invoice from the District, which reimbursement payments shall constitute Additional Rent. District shall provide Tenant with data with each invoice supporting the invoiced amount. Tenant shall be responsible for security of the Premises at all times.

G. Restoration of Premises. Upon expiration or earlier termination of this Agreement, Tenant shall be responsible for restoring the Premises, and other portions of the Property that were affected by Tenant's occupancy of the Premises, to its condition that existed on the date of Tenant's first occupancy with no damage thereto, reasonable wear and tear excepted.

## **Section 8. Construction of Alterations and Improvements**

A. Tenant Alterations. As permitted under this Agreement or with prior written approval of the District, Tenant may, at its sole cost and expense (unless otherwise agreed upon by the Parties), construct or cause to be constructed on the Premises those improvements which Tenant deems necessary to the operation of its Program provided such improvements are subject to local site, zoning, and design review and any and all other required approvals and provided District has approved all such construction of improvements.

B. Requirements. All alterations, additions, and/or improvements to the Premises must be made in compliance with applicable provisions of the Education Code, applicable regulations, the Americans with Disabilities Act (ADA), the Fair Employment and Housing Act (FEHA), applicable building code standards, other applicable state and federal statutes (including review by the California Department of General Services - Division of the State

Architect if deemed necessary by District), and the District's policies, practices, standards and procedures. Tenant shall, prior to construction, repair, renovation or demolition of any improvements on the Premises, obtain the prior written consent of District thereto and to the final plans, specifications, and schedule for completion thereof. Tenant shall also, prior to construction of any improvements, obtain written approval from District of the improvements and their related costs. Tenant agrees to deliver any local planning approval to District within ten (10) days after Tenant's receipt. Tenant agrees not to proceed with any construction until Tenant has obtained District's and planning department's approvals. District and Tenant recognize that approvals may be completed in phases, such that Tenant initially requests conceptual approval and, if approved by District, then proceeds to draw the plans and specifications. District's approval shall be at District's sole and absolute discretion, and District may withhold or disapprove of any improvements without reason. As a condition of its approval, District may require that Tenant agree to remove certain improvements and restore the Premises to its original condition upon expiration or earlier termination of this Agreement, and/or provide District with adequate security for such removal.

C. Tenant Assurances. Not less than fifteen (15) days prior to the construction, repair, renovation or demolition of any improvements on the Premises, Tenant shall provide District with information regarding the contractor's financial condition and evidence to District's satisfaction that adequate funds to complete the improvements are committed and available or that completion has been otherwise adequately assured. Such assurances may include, in District's discretion, a bond or completion guarantee. No construction shall commence until District has given Tenant written acceptance of such assurances.

D. Notice of Non-Responsibility. Tenant shall give District fifteen (15) days prior written notice before commencing any work on the Premises so that District may post notices of non-responsibility with respect thereto as District may deem appropriate.

E. Permits and Insurance. Not less than fifteen (15) days prior to the construction, repair, renovation or demolition of any improvements, Tenant shall provide District with sufficient evidence that it has obtained all required approvals and permits for the work and that Tenant or Tenant's contractor(s) has in effect, with premiums paid, adequate casualty and liability insurance (including builder's risk) coverage and workers compensation that is satisfactory to District in its sole discretion.

F. Performance of Alterations. Upon commencement of construction of any improvements, Tenant shall cause the work to be diligently pursued to completion in accordance with the schedule for completion approved by District, subject to unavoidable delays caused by weather, supply shortages, strikes or acts of God. All work on improvements shall be performed in a sound and workmanlike manner, in compliance with all applicable laws and building codes, in conformance with the plans and specifications approved by District, or any modifications thereto which have been approved in writing by District.

G. Inspection of Work. District or District's agent shall have a continuing right at all times during the period that improvements are being constructed on the Premises to enter the Premises and to inspect the work. Tenant shall require its contractors who construct improvements on the Premises to cooperate with District and/or its employees and/or agent in such inspections.

H. As Built Plans. Within ninety (90) days after completion of construction of any work of improvement on the Premises, Tenant shall deliver to District two (2) full and complete sets of as-built plans for the work so completed.

## **Section 9. Hazardous Materials.**

A. Definition. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste that is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, Section 66261.30 et seq. (ii) defined as a "hazardous waste" pursuant to Section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to Section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. (42 U.S.C. 9601). As used herein, the term "Hazardous Materials Laws" shall mean any and all statutes, laws, ordinances, or regulations of any governmental body or agency (including the U.S. and California Environmental Protection Agencies, the California state and applicable Regional Water Quality Control Boards, the California Department of Toxic Substances Control, and the California Department of Health Services) which regulate the use, storage, release or disposal of any Hazardous Material.

B. Hazardous Materials. Tenant shall not cause or permit any Hazardous Materials to be generated, brought onto, used, stored, or disposed of in or about the Premises or Property and any improvements by Tenant and/or its agents, employees, officers, contractors, subtenants, representatives, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with all applicable Hazardous Materials Laws). Tenant shall comply with all Hazardous Materials Laws.

C. Responsibility of Tenant. From and after the Commencement Date, Tenant shall be solely responsible for all environmental matters affecting the Premises and any improvements.

1. Any handling, transportation, storage, treatment, disposal or use of Hazardous Materials in or about the Premises and any improvements by any person or entity shall be the responsibility of Tenant and shall strictly comply with all applicable Hazardous Materials Laws and the provisions of this Agreement.

2. It shall be the duty of Tenant to insure that the Premises and any improvements are at all times in strict compliance with all Hazardous Materials Laws and that all activities conducted in or about the Premises and improvements comply in every respect with all applicable Hazardous Materials Laws including, but not limited to, all notification, record keeping, and maintenance requirements of such Hazardous Materials Laws.

3. Tenant shall have and discharge all of the duties and obligations of the owner of the Premises and improvements under applicable Hazardous Materials Laws, including, but not limited to, response and remediation.

4. Tenant shall be responsible for all liability to any party or parties who may be harmed or claim harm resulting from an environmental condition on or about the Premises and any improvements.

**Section 10. Termination, Breach, and Default.**

A. Termination for Cause. District shall have the right to terminate this Agreement as follows:

1. If, in the judgment of District, Tenant's acts or omissions: (i) represent a threat to the health, welfare or safety of District's or Tenant's students, staff, or the public; or (ii) violate applicable laws, codes, rules, regulations, or ordinances; or (iii) subject or expose District to liability to others for personal injury or property damage, then District shall have the right, in its sole discretion, to terminate this Agreement immediately, unless, at District's sole option, Tenant cures such default within forty-eight (48) hours of notice of termination, or longer in District's sole discretion.

2. If Tenant's certification, licensing, or permitting from any of the applicable governmental agencies (e.g., California Department of Education or California Department of Social Services) is suspended or revoked for any reason.

3. If Tenant is adjudged as bankrupt, Tenant makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Tenant's insolvency then District shall have the right, in its sole discretion, to terminate this Agreement immediately.

4. In the event of a breach of this Agreement by Tenant ("Event of Default") as follows:

i. Default in the payment when due of the Rent or Additional Rent or other payment required to be made by Tenant, and the default has not been cured within thirty (30) days after written notice from District.

ii. Tenant's failure to perform any other term, covenant, or condition set forth in this Agreement and the failure continues for thirty (30) days after District gives written notice of such default to Tenant; provided, however, should Tenant's default involve an illegal use of the Premises or an activity which endangers students or the neighbors, such cure must occur immediately.

iii. Failure by Tenant to keep in effect insurance as required herein.

B. Restoration of Premises. Upon expiration or earlier termination of this Agreement, Tenant shall be responsible for removing improvements and restoring the Premises, and other portions of the Property that were affected by Tenant's occupancy of the Premises, to its condition that existed on the date of Tenant's first occupancy with no damage thereto, reasonable wear and tear accepted, free and clear of all liens, claims, encumbrances, and clouds on District's title.

C. No Limitation on Remedies. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District or Tenant.

**Section 11. Title to and Removal of Tenant's Equipment.** Title to Tenant's equipment, personal property, and/or chattels ("Tenant's Equipment") on the Premises shall be held solely by Tenant. All of Tenant's Equipment shall remain the personal property of Tenant and shall not be treated as real property or become a part of the Premises. On or before the expiration of this Agreement, or within thirty (30) days after any earlier termination hereof, Tenant shall remove Tenant's Equipment, at its sole expense. Tenant shall repair any damage to the Premises, caused by said removal and restore the Premises to good condition, less ordinary wear and tear.

In the event that Tenant fails to timely remove Tenant's Equipment, District, upon fifteen (15) days written notice, may, without liability on the part of District to Tenant or any person or entity claiming under Tenant, either (1) accept ownership of Tenant's Equipment with no cost to the District, or (2) remove and/or dispose of Tenant's Equipment at Tenant's sole cost. In the event that the District chooses to accept ownership of Tenant's Equipment, Tenant shall execute any necessary documents to effectuate the change in ownership of Tenant's Equipment to District. If Tenant fails to execute any such necessary documents, Tenant hereby authorizes District's Superintendent to execute those documents on Tenant's behalf. In the event that the District removes and/or disposes of Tenant's Equipment, Tenant shall pay all costs for the removal and/or disposal of Tenant's Equipment within thirty (30) days of receipt of an invoice.

**Section 12. Destruction.**

A. Abatement of Rent. If the Premises or the Property is damaged or destroyed so as, in District's sole judgment, to hinder Tenant's normal operations, Rent shall abate in proportion to the loss of use from the date such damage or destruction occurs until Tenant is able to commence normal operations.

B. Uninsured Peril. In the event that any portion of the Premises is destroyed or damaged by an uninsured peril, District or Tenant may, upon written notice to the other, given within thirty (30) days after the occurrence of the damage or destruction, elect to terminate this Agreement; provided, however, that either Party may, within thirty (30) days after receipt of notice, elect to make the required repairs and/or restoration at that Party's sole cost and expense, in which event this Agreement shall remain in full force and effect, and the Party having made the election to restore or repair shall thereafter diligently proceed with the repairs and/or restoration.

**Section 13. Licenses & Permits; Program Staffing & Background Verification.** Tenant warrants and represents that it is duly authorized to administer and operate the Program. Tenant shall be solely responsible for obtaining and maintaining for the Term of the Agreement all necessary permits, licenses, and approvals from any and all applicable federal, state, local or other regulatory agencies related to the operation of its Program or otherwise connected to Tenant's use of the Premises, including without limitation, use permits and compliance with the California Environmental Quality Act ("CEQA"), and shall comply at all times with any and all legal requirements for providing such its Program on the Premises and Property, as permitted herein. At District's request, Tenant shall provide copies of relevant license(s), permit(s), accreditation(s), and/or certification(s) to District.

Tenant shall be solely responsible for the administration and operation of its Program, including the hiring of all employees. Prior to commencement of its Program, Tenant shall complete the Fingerprinting/Criminal background verification certificate attached hereto as Exhibit "D," and shall be responsible for ensuring compliance with all applicable fingerprinting

and criminal background investigation requirements described in Education Code section 45125.1 or as otherwise may be required by any other federal, state, or local governmental entity or regulatory agency. Tenant shall provide to District written verification of compliance with the aforementioned fingerprinting and criminal background investigation requirements prior to each individual's commencement of employment or participation in any Tenant activity. Tenant shall not allow any person for whom the District has not received satisfactory written verification of compliance to enter the Property for any purpose related to or arising out of this Agreement at any time that District pupils may be present or otherwise have contact with District pupils.

**Section 14. Prohibited Uses.** The following uses and types of activities are prohibited on the Premises and Property: Any use or activity which: (1) involves the possession, service, consumption, and/or sale of alcoholic beverages, illegal drugs, intoxicants, narcotics, tobacco products, and/or any other restricted substances; (2) involves gambling, the conducting of games of chance, or any sale by auction upon the Premises or Property; (3) is inconsistent with the use of the Premises and Property for childcare services, the use of the Property for school purposes, or which otherwise interferes with school or District activities or the regular conduct of schoolwork; (4) is discriminatory against any group or individual protected under state or federal antidiscrimination laws or District policy; (5) includes fighting, quarrelling, abusive language or noise, which may be offensive to other uses, activities, or the neighborhood; (6) involves the commission of any crime or which is prohibited by or in violation of any applicable federal, state, or local law, rule, regulation, requirement, or ordinance, including District's Board Policies and Administrative Regulations; (7) would unduly disrupt the residents in the surrounding neighborhood; (8) would jeopardize the safety of students or children of Tenant's Program; (9) may cause an increase in the existing rate of insurance upon the Premises or Property or cause the cancellation of any insurance policy covering the Premises or Property; (10) would cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises or Property; (11) is inimical or contrary to public morals, good manners, taste and/or welfare or which is morally objectionable as unsuitable for a public educational facility; and (12) involves the possession, use, or storage of explosive materials, including fireworks, or related items which may be prohibited by the standard form of fire insurance policies or which otherwise is prohibited by the fire marshal.

Additionally, firearms, including, without limitation, pellet guns, BB guns, and sling shots, knives, and other weapons are prohibited on the Premises and Property. No animals are allowed on the Premises or Property, except for certified service animals or unless otherwise required by law. Tenant shall comply with the District-wide policy prohibiting the use of tobacco products, including e-cigarettes, on the Premises and the Property at all times. Tenant agrees to respond immediately to concerns expressed by neighbors or District relating to the operation of the Program, Premises or use of the Premises and/or Property. Tenant shall not commit or suffer to be committed, any waste upon the Premises or Property, or allow the Premises or Property to be used for any unlawful purpose, or place any harmful substances, whether solid, liquid or gaseous, in the plumbing, sewer, or storm water drainage system of the Premises or Property. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Property or Premises except in trash containers designated for that purpose.

**Section 15. Hold Harmless/Indemnification.**

A. To the fullest extent permitted by California law, Tenant shall defend, indemnify, and hold harmless District, its Board and members of the Board, agents,

representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all losses, liabilities, claims, suits, damages, expenses, costs, recourses, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement, or use/access to the Premises or Property, or from any activity, work, or thing done, permitted, or suffered by Tenant, its agents, contractors, employees, representatives, officers, servants, tenants, concessionaires, or volunteers in conjunction with the performance of this Agreement unless caused wholly by the sole negligence or willful misconduct of the Indemnified Parties; and in case any action or proceeding be brought against any of the Indemnified Parties, Tenant, upon notice from District, shall defend the same at Tenant's expense by counsel approved in writing by District.

B. Without limiting the foregoing, Tenant shall indemnify and hold the District and property of the District, including the Property, the Premises and all improvements thereon, free and harmless from any and all claims, liability, loss, damages, or expense resulting from: (1) the death, or injury of any person, including any person who is an employee or agent of Tenant, or by reason of the damage to or destruction of any property, from any cause whatsoever while that person or property is in or on the Property or Premises or in any way connected with the Program, the Premises or personal property on the Premises; and/or (2) the death, or injury of any person, including any person who is an employee or agent of Tenant, or by reason of the damage to or destruction of any property, caused or allegedly caused by either the condition of the Premises or improvements to the Property and/or Premises, or any act or omission on the Property and/or Premises by Tenant or any person in, on, or about the Property with the permission and consent of Tenant or in connection with the Program.

## **Section 16. Insurance.**

A. General Liability Insurance and Auto Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the Term of this Agreement a policy of commercial general liability insurance and a comprehensive auto liability policy insuring District and Tenant against claims and liabilities arising out of the operation, condition, use, or occupancy of the Premises and all areas appurtenant thereto, including parking areas. Tenant's comprehensive auto liability policy shall insure all vehicle(s), whether hired, owned or non-owned. Tenant's commercial general insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than Five Million dollars (\$5,000,000.00) for bodily injury or death and property damage as a result of any one occurrence and a Five Million Dollar (\$5,000,000.00) general aggregate policy limit. In addition, Tenant shall obtain a products/completed operations aggregate policy in the amount of Two Million Dollars (\$2,000,000.00) and a personal injury policy in the amount of One Million dollars (\$1,000,000.00). The insurance carrier, deductibles and/or self-insured retentions shall be approved by District. The deductible/occurrence for said insurance shall not exceed Five Thousand Dollars (\$5,000.00) for any and all losses resulting from negligence, errors and omissions of the Tenant, its Board, officers, agents, employees, representatives, consultants, invitees and/or students.

B. Fire Insurance. During the Term of this Agreement, Tenant shall maintain at its cost a policy of standard fire and casualty insurance limited to the value of the buildings and improvements located on the Premises as of the Execution Date. In the event of loss or damage to the buildings, the Premises or any contents, each of the Parties hereto, and all persons claiming under each of the Parties, shall look first to any insurance in its favor before making any claim against the other Party, and to the extent possible without adding additional

costs, each Party shall obtain for each policy of insurance provisions permitting waiver of any claim against the other party for loss or damage within the scope of the insurance and each Party, to the extent permitted, for itself and its insurers, waives all such insurance claims against the other Party.

C. Workers' Compensation Insurance. During the Term of this Agreement, Tenant shall comply with all provisions of law applicable to Tenant with respect to obtaining and maintaining workers' compensation insurance.

D. Tenant's Property Insurance. Tenant acknowledges that any insurance to be maintained by District on the Premises will not insure any of Tenant's buildings, property, personal property, or improvements made by or for Tenant. Accordingly, Tenant shall, at its own expense, maintain in full force and effect an insurance policy on all of its structures, fixtures, equipment, improvements made by Tenant and personal property in, about, or on the Premises. Said policy is to be for "All Risk" coverage insurance to the extent of at least ninety percent (90%) of the insurable value of Tenant's property.

E. RESERVED

F. No District Liability: Tenant understands and agrees that the District shall have no liability for any claims or causes of action made under or covered by any of the insurance coverages required in this Section 16, including where such claims or causes result in damages that exceed the amount of said coverages.

G. Certificates of Insurance and Endorsements. As of the Execution Date, as a condition precedent to Tenant's use of the Premises, Tenant shall deliver to District a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:

1. not be canceled or altered without thirty (30) days prior written notice to District;
2. insure performance of the indemnity set forth in Section 15 (Hold Harmless/Indemnification), above;
3. state the coverage is primary and any coverage by District is in excess thereto;
4. contain a cross liability endorsement; and
5. include a separate endorsement naming District as an additional insured.

At least thirty (30) days prior to the expiration of each certificate, and every subsequent certificate, Tenant shall deliver to District a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described above.

H. Insurance Limits, Rating of Insurers and Certificates. It is the intent of the Parties that policy limits set herein shall be raised from time to time during the Term of this Agreement to account for (i) increases in Rent for the Premises, (ii) increases in the estimated full replacement cost of the Premises, and (iii) increases in the general marketplace insurance limits for tenancies as defined herein or subtenancies consistent with the provisions of this

Agreement. Insurance is to be placed with insurers with a current A.M. Best Insurance rating of no less than A-minus:VII and subject to the approval of District. Tenant shall furnish District with the original certificates and amendatory endorsements effecting coverage required.

**Section 17. Cooperation with Agencies.** Tenant shall cooperate with any and all federal, state, or local governmental entities or regulatory agencies in connection with Tenant's operation of its Program or use of the Premises or Property, including, without limitation, DSA, California Department of Social Services, the city of Redwood City, the County of San Mateo, the California Fair Employment Practices Commission, the California Department of Industrial Relations, and the California Department of Justice.

**Section 18. 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, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

REDWOOD CITY SCHOOL DISTRICT  
750 Bradford Street  
Redwood City, CA 94063  
Attn: Superintendent  
Phone: 650-423-2248  
Email: jbaker@rcsdk8.net

ANNA CENCIOSO, LLC DBA TOUCHSTONE  
LEARNING  
901 Roosevelt Ave.  
Redwood City, CA 94061  
Attn: Director  
Phone: (650) 400-5640  
Email: anna@touchstonelearning.org

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 business day next following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be effective five (5) days after deposit in the United States mail.

**Section 19. Assignment.** Tenant shall not assign its rights, duties or privileges under this Agreement, nor shall Tenant sublease, sublicense, allow joint use of, or attempt to confer any of its rights, duties or privileges under this Agreement on or by any third party, without the written consent of District. Any such attempt without District written consent shall be void.

**Section 20. 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. Tenant shall be solely responsible for its own Workers' Compensation insurance and other required insurance policies, taxes, and other similar charges or obligations. Tenant shall be liable for its own actions and inactions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its employees, agents, officers, trustees, or representatives.

**Section 21. Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior discussions, negotiations, memorandums of understanding, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

**Section 22. 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 Mateo County, California.

**Section 23. Attorneys' Fees.** In the event of any dispute under this Agreement, or the default by any Party of that Party's obligations hereunder, then the prevailing Party shall be entitled to recover, in addition to all other sums which may be due under the terms of this Agreement, all costs of suit, including reasonable attorneys' fees.

**Section 24. Waiver.** The waiver by either 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 25. 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.

**Section 26. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts and transmitted by facsimile, and all counterparts together, whether original or facsimile, shall be construed as one document.

**Section 27. 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.

**Section 28. Severability.** Should any provision of this Agreement be 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 29. Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

**Section 30. Non-Discrimination.** Tenant and its employees shall not discriminate against any person because of race, color, religion, ancestry, age, sex, sexual orientation, gender identification, national origin or physical handicap. Tenant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, sexual orientation, gender identification, age, national origin or physical handicap. Tenant covenants to meet all requirements of District pertaining to non-discrimination in employment. If Tenant is found in violation of the non-discrimination provision of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the conduct of its activities under this Agreement by the State of California Fair Employment Practices Commission or the equivalent federal agency or officer, it shall thereby be found in default of this Agreement.

**Section 31. Inspection.** District's employees and agents shall have the right at all reasonable times upon reasonable prior written notice to Tenant to inspect the Premises for any purpose, including to determine whether the provisions of this Agreement are being complied with.

**Section 32. Authority.** Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and this Agreement is valid and a legal agreement binding on such Party and is enforceable in accordance with its terms.

**Section 33. Reservation of Rights.** The Premises are accepted as is and where is by Tenant subject to any and all existing easements and encumbrances. District reserves the right to install, lay, construct, maintain, repair, and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, and connections; water, oil, and gas pipelines; telephone and telegraph power lines; data cables; and the applications and appurtenances necessary or convenient for connection therewith, in, over, upon, through, across and along the Premises or any part thereof, and to enter the Premises for any and all such purposes. District also reserves the right to grant franchises, easements, rights of way, and permits, in, over, upon, through, across, and along any and all portions of the Premises. Notwithstanding the foregoing, no rights reserved by District in this clause shall be so exercised as to interfere unreasonably with the use and operation of the Premises by Tenant as permitted under this Agreement.

**Section 34. Construction-Related Accessibility Standards.** Pursuant to Civil Code section 1938, District states that the Premises and Property used hereunder have not undergone inspection by a Certified Access Specialist (CASp).

**Section 35. Approval of Lease Renewal.** This Agreement is subject to approval and/or ratification by the District's Board of Trustees at its meeting on June 25, 2025.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date above first written.

ACCEPTED AND AGREED:

DISTRICT:

**REDWOOD CITY SCHOOL DISTRICT**,  
a California public school district

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

TENANT:

**ANNA CENCIOSO, LLC DBA TOUCHSTONE  
LEARNING**,  
a California limited liability company

By:  \_\_\_\_\_

Print Name: **Anna M Cencioso**

Print Title: **President**

## **EXHIBIT "A"**

### **PROGRAM SPECIFICATIONS**

**Hawes Elementary School – Anna Cencioso, LLC dba Touchstone Learning**  
909 Roosevelt Avenue, Redwood City, California

The Program provided by Tenant shall conform to the following specifications:

a. Tenant shall operate a learning center serving dyslexic students, ages six through thirteen.

b. Tenant shall report the names and ages of children attending the Program to the District's Chief Business Official three (3) times per year during the Term, by August 31, December 31, and May 31. Additional student information may be reasonably requested by the District, subject to all confidentiality requirements imposed by local, state or federal law.

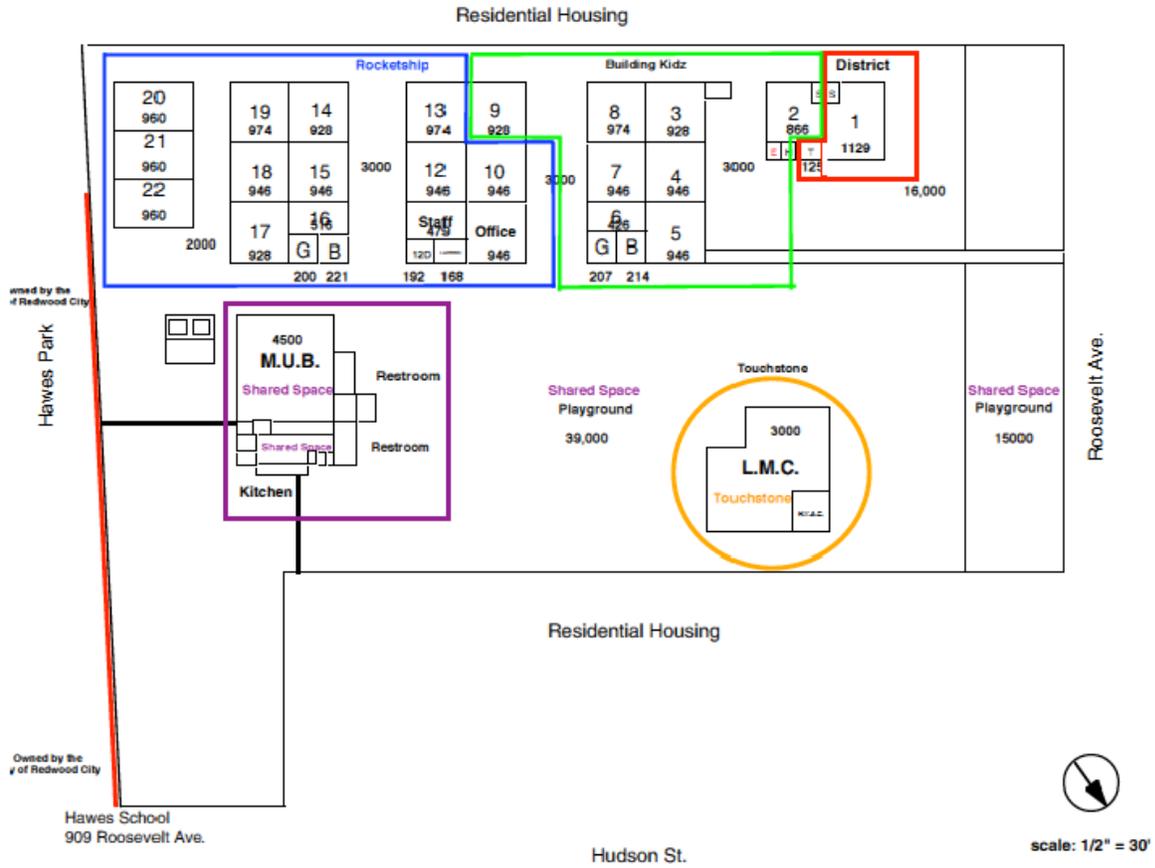
c. Tenant agrees that it will operate and manage the Premises, Program, and services offered in a competent, safe, sanitary and efficient manner at least comparable to other well-managed operations of a similar type in the same locale. Tenant shall comply with all legal obligations, as well as all Local, State, and Federal laws and regulations, in operating the Program. Tenant shall be responsible for all aspects of the operation of the program, including the enrollment of participants, the recruitment, employment, and training of employees, the payment of employment, income, sales, property, and other taxes as required, and the collection of participation fees. Tenant shall develop and observe security measures to protect the children enrolled, including but not limited to emergency contact information, sign-in/sign-out procedures, and a visitor sign-in log.

d. Tenant shall at all times retain active, qualified, competent, and experienced personnel to supervise Tenant's operation and to represent and act for Tenant. Tenant shall not allow any person(s) in or about the Premises or Property to use offensive language and/or act in a boisterous or otherwise improper manner.

e. Tenant is responsible for ensuring that on-site staff of Tenant at the Premises have completed proper health and safety training and hold current and valid pediatric CPR and First Aid certifications and/or licenses.

**EXHIBIT "B"**  
**SITE MAP OF THE PROPERTY & PREMISES\***

Hawes Elementary School  
 909 Roosevelt Avenue



**\*Note:** designation of spaces and occupants on Property other than the LMC Building shown above are not necessarily accurate or binding and may change over time.

**EXHIBIT "C"**  
**DESCRIPTION OF PREMISES**

The Premises consist solely of the Library Media Center (LMC) Building ("LMC") on the Hawes Elementary School campus, including the appurtenant attached fenced outdoor yard space that is accessed through the LMC, the general location of which is indicated within a circle shown in Exhibit B hereto. Tenant shall have access to Shared Use Areas as described in Section 4 of this Agreement.

