LEASE AGREEMENT BY SAN LEANDRO UNIFIED SCHOOL DISTRICT AND CHILD, FAMILY AND COMMUNITY SERVICES, INC.

San Leandro Unified School District (hereinafter referred to as "Leaser") and Child, Family and Community Services, Inc. a non-profit corporation (hereinafter referred to "Leasee") enter into this Lease Agreement ("Lease") this 20th day of November.

It is agreed between the parties hereto as follows:

1. Leased Premises.
The Leaser hereby Leases to Leasee, and Leasee Leases from Leaser pursuit to the Leasers authority under the Civic Center Act (Ed. Code§§ 38130, et seq.) on the terms and conditions hereinafter set forth, these certain facilities (hereinafter the "Premises") described as follows:

The following classroom and ground spaces for use in the San Leandro Unified School District belonging to the Leaser located within the City of San Leandro, at:

14432 Bancroft Ave, San Leandro, CA 94578
14811 Juniper Street, San Leandro, CA 94579

The Agreement will include access to and use of restroom facilities and may include certain parking privileges as identified and designated from time to time by the Leaser at its sole discretion. Leaser shall provide utilities consisting of water and electricity. Leasee shall insure its own personal property for loss or damage. Leaser will maintain real property insurance on the Premises. The Leaser is not responsible for the loss of or damage to the personal property of the Leasee.

2. Term.
The term of this Agreement shall commence on November 20th, 2013**.** The term of the Lease Agreement shall expire on 09/30/2036 unless terminated earlier by the parties. Thereafter, continuance of the Agreement will be subject to terms to be agreed to by the parties at that time and for periods and times mutually agreed to by both parties.

3. Termination.
The Agreement may be terminated by either party, upon giving ninety (90) days notice in writing to the other party. No later than the effective date of termination of the Lease, the Leasee is to vacate the Premises and repair any damages to the Premises caused by the Leasee. Leasee, restoring the Premises to a condition similar to the condition of the Premises were delivered by the Leaser, reasonable wear and tear excepting.

4. Lease Fee.
Leasee shall pay to the Leaser:

- a monthly Lease Fee the sum of $1.00
- reimburse the leaser for 203 custodial days at one hour per day billed on a semi-annual basis
- supplies at 7.5% of site's overall costs billed on a semi-annual basis
- reimburse the actual cost of utility on a semi-annual basis.

Utility costs are as follows:

SCHOOLS	WATER	ELECTRIC	GAS
Madison	Meter # 81210102	Meter # 1005529462	0
Jefferson	Tied to main $90.72/month	Meter # 1005444322	0

Note: Meter numbering may change in the future but CFCS shall pay actual costs of utilities.

5. Uses Permitted.
The premises are to be used by the Leasee and its employees solely for the operation of its program from Monday through Friday during the Leaser regular school term. Leasee shall not use, or permit said Premises, or any part thereof, to be used for any other purpose. Leasee shall not permit the maintenance or commission of a nuisance upon the Premises or use the Premises for an unlawful purpose or in an unlawful manner.

6. Leaser's Entry.
Leaser and its agents may enter into and upon said Premises at all reasonable times for inspection purposes.

7. Indemnity
Leasee shall indemnify and hold Leaser harmless from any and all liability, claim, loss, cost, expense and damage arising out of or related to Leasee' s use or occupancy of the premises for claims including but not limited to:

(a) Injury to a person including death of any person occurring on the premises and arising from any act or omission of Leasee, its agents, employees or contractors.

(b) Loss or damage to the property of any person or entity, occurring on the

Premises and having been caused by any act or omission of Leasee, its agents, employees or contractors.

Leaser agrees that it will indemnify and hold Leasee harmless from any and all liability, claim, loss, cost, damage or expenses arising out of the circumstances which were caused by the intentional or negligent acts or omissions of Leaser, its agents, employees or contractors.

8. Insurance.
Leasee agrees to maintain general liability and auto insurance with minimum limits of one million dollars ($1,000,000.) per occurrence and to provide Leaser with a certificate of insurance on an annual basis. Leasee shall name SLUSD as an additional insured on its liability insurance.

9. Damage or Destruction.
In the event of damage to the premises, not amounting to total destruction thereof, by fire, explosion, or other hazard or casualty during the term of this Lease Agreement, Leasee may terminate this Agreement effective as of the date of such destruction by giving written notice of termination to the other party within (30) days from the date of such destruction.

10. Notices.
Notices to the respective parties to this Lease Agreement shall be delivered to:

Leaser: San Leandro Unified School District
14735 Juniper Street.
San Leandro, CA 94579

Leasee: Child, Family & Community Services
32980 Alvarado-Niles Road, Suite 846
Union City, CA 94587

12. Choice of Law/Forum.
This agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California. Any action or proceeding seeking relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda.

13. Entire Agreement.
This Agreement constitutes the complete agreement with respect to the Lease of the Premises by Leaser to Leasee and supersedes all prior or contemporaneous proposals, agreements, representations, discussions written or oral, concerning the Agreement.

14. Survival.
All provisions of this Lease Agreement will survive its termination to the fullest extent necessary to give the parties the full benefit of the bargain expressed in this Lease Agreement.

San Leandro Unified School District
(Leaser)

By:, _____
Mike McLaughlin, Superintendent Date

Child, Family & Community Services
(Leasee)

By: _____
Karen Deshayes, Interim Executive Director Date