DocuSign Envelope ID: B124FDF3-EED9-4789-B238-7746F5842DB0

LEASE BETWEEN SAN LEANDRO UNIFIED SCHOOL DISTRICT AND CHILD, FAMILY, AND COMMUNITY SERVICES

This Lease is entered into between the San Leandro Unified School District ("District") and Child, Family, and Community Services (CFCS – "Lessee"). The lease is for preschool premises located at the following three district owned school sites:

- Adult Education School 1448 Williams Street, San Leandro, CA 94577
- Jefferson Elementary School at 14300 Bancroft Avenue, San Leandro, CA 94578
- Madison Elementary School 14811 Juniper Street, San Leandro, CA 94579

A. **Term for Programs Located at Jefferson and Madison Sites:** The Term of this Lease shall be for the period from July 1, 2019 through June 30, 2039. This lease may be terminated by either party upon giving one-hundred-eighty (180) days' notice, in writing, to the other party. The issuance of Lease is further conditional upon Lessee's obtaining any necessary state and/ or local operating or use permits.

B. **Term for Program Located at Adult Education Site:** The Term of this Lease shall be for the period from July 1, 2019 through July 30, 2020. The issuance of Lease is further conditional upon Lessee's obtaining any necessary state and/ or local operating or use permits. The District will work with Lessee to attempt to find another suitable spot within the district where the Lessee may wish to locate another preschool program.

C. **Uses Permitted:** The premises are to be used by the Lessee and its employees solely for the operation of its preschool program from Monday through Friday during the District's regular school term. Lessee shall not use, or permit said Premises, or any part thereof, to be used for any other purpose. Lessee 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.

The Lease 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 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 Lessee.

DocuSign Envelope ID: B124FDF3-EED9-4789-B238-7746F5842DB0

D. Lease Fee: Lessee shall pay to the District the following monthly inclusive amounts:

Jefferson Elementary:	$600
Madison Elementary:	$600
Adult Education:	$750

Monthly rental fee shall increase annually per the published Consumer Price Index (CPI) for the San Francisco/Oakland/Hayward CPI-U based on April 12-month total beginning in July 2020. In the event that the CPI-U is less than zero, the monthly charge shall remain unchanged.

E. **Nuisance:** Lessee agrees that in using the above described premises, not to commit any public or private nuisance or any other act or thing which might or would reasonably be construed to disturb the quiet enjoyment of nearby property.

F. **Insurance:** Lessee shall carry and maintain, during the entire term hereof, at its own cost and expense, the following types of insurance:

1. General liability and auto insurance with minimum limits of one million dollars ($1,000,000) per occurrence and to provide District with a certificate of insurance on an annual basis. Lessee shall name SLUSD as an additional insured on its liability insurance.

2. Workers Compensation Insurance.

H. **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, Lessee 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.

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

District: San Leandro Unified School District
1145 Aladdin Avenue
San Leandro, CA 94577

Lessee: Child, Family & Community Services
32980 Alvarado-Niles Road, Suite 856
Union City, CA 94587

DocuSign Envelope ID: B124FDF3-EED9-4789-B238-7746F5842DB0

J. **Entire Agreement:** This Agreement constitutes the complete agreement with respect to the Lease of the Premises by District to Lessee and supersedes all prior to contemporaneous proposals, agreements, and representations written or oral, concerning the Agreement.

K. **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 (District)

By: _____
Kevin Collins, Assistant Superintendent Date

Child, Family & Community Services (Lessee)

By: DocuSigned by: Seth Schalet 116BAF10A8DB4BE... 6/12/2019
Seth Schalet, Chief Executive Officer Date