SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL (RFP)
Childcare Provider Opportunities
November 2, 2015

BACKGROUND
The San Ramon Valley Unified School District is seeking proposals from licensed childcare agencies who are interested in being considered as the provider of the childcare program at Alamo, Bella Vista, Creekside, Golden View, Neil Armstrong, Quail Run, Rancho Romero, Tassajara and Twin Creeks elementary schools. Services are expected to start on July 1, 2016. Interested organizations can get further information and a copy of the Request for Proposal by contacting Sandra Corsetti in the Business Office, at (925) 552-2905, email at scorsetti@srvusd.net, or in person.

Deadline for receiving responses to this RFP is December 16, 2015 at 4:00 PM. One hard copy and one PDF electronic version are to be hand delivered to:

San Ramon Valley Unified School District
Business Services
Attn: Sandra Corsetti
699 Old Orchard Drive
Danville, CA 94526

All questions regarding this RFP should be submitted in writing via e-mail to Sandra Corsetti (scorsetti@srvusd.net). Only questions related to clarification of the RFP will be responded to.

The school selection committee will not consider unsolicited input. If the selection committee desires feedback from existing or potential childcare provider, they may choose to conduct surveys or collect feedback in other means. Unsolicited input, such as letters of support beyond any letters of reference submitted with the RFP, will be immediately discarded. Therefore, agencies applying for consideration are discouraged from contacting the school selection committee or encouraging others to do so in any way that appears to be intended to influence the committee’s recommendation.

For which school(s) does this proposal apply? (please, mark with X)

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<tr>
<th>Site</th>
<th>address</th>
<th>Building Size (Sq. feet)</th>
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<tr>
<td>Alamo</td>
<td>100 Wilson Rd., Alamo</td>
<td>1,440</td>
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<tr>
<td>Bella Vista</td>
<td>1050 Trumpet Vine Lane, San Ramon</td>
<td>3,947</td>
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<tr>
<td>Creekside</td>
<td>6011 Massara St., Danville</td>
<td>3,283</td>
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<td>Golden View</td>
<td>5025 Canyon Crest Dr., San Ramon</td>
<td>1,920</td>
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<td>Neil Armstrong</td>
<td>2849 Calais Dr., San Ramon</td>
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<tr>
<td>Quail Run</td>
<td>4000 Goldenbay Ave., San Ramon</td>
<td>4,867</td>
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<tr>
<td>Rancho Romero</td>
<td>180 Hemme Ave., Alamo</td>
<td>3,600</td>
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<tr>
<td>Tassajara Hills</td>
<td>4675 Camino Tassajara Rd., Danville</td>
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<tr>
<td>Twin Creeks</td>
<td>2785 Marsh Dr., San Ramon</td>
<td>1,920</td>
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A. **BASIC ELIGIBILITY:**
Only licensed childcare providers who have a minimum of three (3) years of successful, licensed operation shall be eligible for consideration.

_______________________________
Authorized Childcare Applicant Signature*

B. **LEASE TERMS:**
The school district will enter into a five (5) year lease with the provider(s) selected to be childcare providers. The lease rate effective July 1, 2016 shall be **99 cents per square foot plus the percent increase in the Consumer Price Index (CPI), San Francisco-Oakland USA as of January 2016** for district owned facilities. A draft copy of the lease document is attached to this RFP for your review.

_______________________________
Authorized Childcare Applicant Signature*

C. **FACILITY/INSURANCE RESPONSIBILITY:**
Lessee shall be responsible for custodial services for the facilities being used for childcare services. If the lessee chooses to use district custodial services, they will be billed at $48.00 per hour. Such rates may be adjusted during the term of the lease as determined by the district.

All providers must annually provide proof of liability insurance for bodily injury and property damage of at least $2,000,000 each occurrence, and $5,000,000 aggregate. Providers must agree to defend, indemnify and hold harmless the San Ramon Valley Unified School district, its Board of Trustees, officers, agents and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, regardless of and however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by the undersigned’s (use/occupancy of District’s facilities, furniture or equipment, or nature of activity). See insurance section of Lease Agreement for additional details.

_______________________________
Authorized Childcare Applicant Signature*

D. **ADDITIONAL REQUIREMENTS:**

a. Childcare is limited to school age children (grades TK-5).

b. Children attending school at the location of the childcare facility shall be given priority for enrollment in the childcare program.

c. Hours of operation shall be at least 12 hours daily, Monday through Friday except for holidays agreed upon by both the district and the childcare provider.
d. The operation of the childcare program shall not interfere with the school program, including drop-off and pick-up times and locations.

e. The childcare provider is responsible for the supervision of its children during all hours of operation, as well as anytime before or after normal hours of operation if children involved in the childcare program are on the school campus.

f. The provider shall hold and maintain at all times during the term of the lease all appropriate Federal, State and local licenses, permits and entitlements in order to operate a licensed childcare center.

Note: Any provider currently under investigation and/or on probation by the State of California or other licensing agency must attach an explanation and a status report to your proposal.

g. Childcare providers shall incorporate reasonable digital access to children participating in their programs. Providers must secure their own access to the Internet and phone service.

h. Childcare directors at each school shall agree to formally meet with the principal of the school at the start of each school year for the purpose of reviewing school and district goals to establish strong collaboration and articulation of program. During each school year, they shall formally meet at least four (4) times to review collaboration opportunities and challenges. In addition, the CEO and/or president of the board of the childcare organization shall meet annually with the superintendent of schools or designee, to review the status of the lease agreement and the working relationship with the school district.

i. Parent fees for childcare services shall be posted for public review on the district website. Childcare providers agree not to increase their fees by more than the percentage increase as determined by the Urban San Francisco Bay Area Consumer Price Index.

j. Childcare providers shall include with their proposal a complete financial report including but not limited to; profit and loss statements, and or IRS Form 990 from 2013, 2014 and 2015 (if available), the staff salary structures by title/position, and Board of Directors’ names and compensation, if applicable.

k. Each site committee may choose to visit the local childcare providers during the weeks of January 18th and January 25th.

________________________________
Authorized Childcare Applicant Signature*
QUESTIONNAIRE
(Must be completed and submitted by all applicants. Attach additional pages as needed.)

1. Name of Organization: __________________________________________________________

2. Name of CEO or President: ______________________________________________________

3. State License Number: ___________________________________________________________

4. Address of the Holder of the License: ______________________________________________

5. Issuance Date of the License: _____________________________________________________

6. Expiration Date of the License: ___________________________________________________

7. Number of Years in Providing Licensed Childcare Services: __________________________

8. References:

<table>
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<tr>
<th>Name of Reference</th>
<th>Relationship to Provider</th>
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9. Staff must be fully qualified and trained in first aid and CPR, and comply with all applicable provisions of California Law including, but not limited to, Section 1596.866 of the Health and Safety Code. Please describe all educational and training requirements that you conduct for your staff to demonstrate compliance with this requirement, as well as other quality control expectations:

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

10. What is your staff–child ratio? ________________
11. Do you provide snacks or other meals? Yes____ No____. If yes, please describe the typical snack or meal, and the hours that it is provided.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

12. Please explain your standard operating procedure with respect to administering to sick or injured children:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

13. Please describe your day to day operation as it relates to a mixture of academics and recreational activities.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
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14. Do you provide help with homework? Yes____ No______ Please explain:

________________________________________________________________________
________________________________________________________________________
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15. Please describe how your childcare personnel will monitor the location of all children, account for the attendance, and assure that they are released to the proper adult?

________________________________________________________________________
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16. Please describe the digital access you will provide for students in your proposed site(s):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

17. Do you undertake and perform background checks, including criminal background checks (fingerprinting included) of your employees that would be working at this facility?

Yes_____ No_______

18. Do you perform reference checks on each of the employees that will be working at this facility? Yes_____ No_______

19. What days (Holidays, etc.) will the facility not be open for childcare?

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

20. Please describe in detail your manner and method of determining the competence of your employees. What is the evaluation process regarding their performance?

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________________________________________________________________________

21. For the following school years, what would be the childcare fees per month for the following services:

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Will your rates be the same at all your site(s) within the SRVUSD? __________ If not, please explain:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

22. What else would you like to tell us about your organization? Are there additional qualities, unique program elements and/or value-added features you would like us to know? (Please attach additional pages if more space is needed.)

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

_I certify that the information provided in my response to the Request for Proposal is true and correct._

________________________________________
Authorized Childcare Applicant Signature

Thank you very much for your interest and consideration.
This lease for daycare facilities ("Lease") effective July 1, 2016 is entered into between the San Ramon Valley Unified School District ("Lessor") and______________________, a California non-profit corporation, ("Lessee").

LEASE AGREEMENT

SECTION 1. LEASE. Lessor is the owner of certain property, commonly known as ________________________________________________________________, California. Lessor hereby leases to Lessee and Lessee leases from less or a portion of the premises located at the above referenced school site(s) for the purpose of establishing extended daycare facilities on the terms and conditions contained in this Lease ("Premises.")

Lessee is an independent agency, separate and distinct from the Lessor. The daycare program is not a Lessor sponsored or endorsed program. The Lessee is independently responsible for providing a legally compliant program to all children attending.

SECTION 2. TERM. The term of this Lease shall commence on July 1, 2016 and continue for a period of five (5) years, ending on June 30, 2021.

SECTION 3. RENT. Rent shall be $X,XXX.XX per month payable in advance, on the first day of each calendar month. This rent shall be increased by an amount equal to the percent increase in the Consumer Price Index (CPI), San Francisco-Oakland USA, all items, annually. Said payment shall be made to Lessor at 699 Old Orchard Road, Danville, California 94526, Attn: Business Services.

Rent shall be calculated at 99 cents per square foot for district owned facilities.

SECTION 4. UTILITIES. The cost of electricity, gas, water, sewer and garbage disposal is included in the rent and shall be provided by Lessor. Providers will comply with district energy management standards and policies.

SECTION 5. CUSTODIAL SERVICES. Lessee shall be responsible for custodial cleaning services. If desired, custodial service may be provided at $48 per hour, if Lessee elects such services. Such rate may be adjusted from time to time during the term of the lease as required by the Lessor. Lessee shall provide notice to Lessor no later than July 1, 2016 if Lessee chooses to obtain custodial services from Lessor.

SECTION 6. TELECOMMUNICATIONS/SECURITY. Lessee shall be responsible for the cost of installation and monthly bills for telephone, data and security services.

SECTION 7. USE. Lessee shall use the premises for the operation of daycare programs for children attending elementary school within the San Ramon Valley Unified School District and for no other use or purpose. Lessee shall give first consideration and priority for placement in the daycare center operated by Lessee, to those students who are attending the school at which the daycare facility is located.
located. Other students of Lessor shall be given second consideration and priority for placement at these daycare facilities.

**SECTION 8. COMPLIANCE WITH LAW.** Lessee shall comply with all laws, statutes, ordinances and requirements of any city, county, state, and federal authority now or later in force pertaining to the use of the Premises and the operation of a licensed childcare facility, including but not limited to all applicable provisions of the California Health and Safety and Education Codes, including but not limited to Education Code Section 45125.1(a) and (d). Lessee shall be in compliance with all laws regarding children with disabilities, including full compliance with Title III of the Americans with Disabilities Act (ADA). Lessee shall also take all steps to ensure that its employees, staff and volunteers shall not be permitted to come in contact with children at the Lessee's daycare facility until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Penal Code Sections 667.5(c), 1192.7(c) or a registered sex offender under Megan's Law, Penal Code Section 290.03 et. Seg. Failure to comply with any of this section will be a material breach and grounds to terminate the lease for cause pursuant to Section 17(b). Failure to comply with all state and federal laws regarding children with disabilities will be deemed a material breach of this lease by the Lessee. In the event of such material breach, the Lessor shall have the right to immediately terminate this lease for cause and shall not be required to afford the Lessee an opportunity to cure the breach.

**SECTION 9. MAINTENANCE AND ALTERATIONS.** For district owned facilities Lessor shall provide for ongoing building and grounds maintenance. For provider owned facilities, the Lessee shall provide all building and grounds maintenance. Lessee shall, at its own expense and at all times, maintain the leased Premises and any structures or buildings that are so placed, in clean good working order and repair, including all equipment, appliances, furniture, fixtures, building, utilities, and furnishings, and shall surrender the Premises at termination of this Lease in as good a condition as at the start of the lease, normal wear and tear accepted. Lessee shall be responsible for all damages caused by Lessee's negligence and that of Lessee's invitees, guests, patrons, and employees. Lessee shall not commit or allow any person to commit any act resulting in destruction, defacement, damage, impairment, or removal of any part of the Premises, or commit any acts that would or could result in the loss of the right to operate a licensed daycare facility.

Except as set forth in this Lease, Lessee agrees that any and all maintenance or alterations to the premises, shall be done in conformity with all applicable laws, statutes, ordinances and requirements of all city, county, state, local and federal authorities now or later in force, including Department of State Architects, pertaining to the use of premises, and shall be at the sole expense of Lessee. Lessee shall not make any alterations, modifications of the Premises without first obtaining the written consent of the Lessor. Any additions to or alterations of the Premises, except movable equipment, furniture and fixtures, shall become at once a part of the Premises. Any alterations approved by Lessor shall be made at no expense to Lessor.
SECTION 10. PLAYGROUND FACILITIES. Lessee may utilize school district owned playground facilities during the hours of Lessee's operation when such use does not conflict with school use or those that have obtained consent of Lessor for the use of the playground such as other community use or service groups. Lessee shall make prior arrangements for any such use of the school playground facilities with the school site principal. At all times during the use by Lessee of any playground facilities, Lessee shall control, monitor, and supervise those patrons, students and employees of Lessee using the playground facilities. Lessee shall be solely responsible for any injuries, death to anyone or destruction of property by its patrons, students and employees while using any playground facilities.

SECTION 11. ENTRY. Lessor may enter upon the Premises from time to time at any reasonable time throughout the term of this Agreement provided 24 hour advance notice is provided to Lessee, except in emergency situations when no advance notice is required.

SECTION 12. INDEMNIFICATION. Lessee waives all claims against Lessor for damage to any property or injury or death of any person on the Premises, including the use of playground facilities, occurring at any time and from any cause other than the willful misconduct of Lessor or Lessor's employees, agents, or contractors. Lessee shall hold Lessor harmless from and defend Lessor against any claims, liability, costs, damage, or loss arising out of any injury or death of any person or damage to or destruction of property attributable to the use of the Premises, Real Property or playground facilities by Lessee, including other facilities owned by Lessor, wherever located, used by Lessee, except that caused by the willful misconduct of Lessor or Lessor's agents, contractors, or employees. Lessee shall hold Lessor harmless from any claims, liability, costs, or expense arising from Lessee's use or storage in the Premises of any hazardous or toxic substance, which are prohibited, on school property. Lessee shall also indemnify and hold Lessor harmless from any claims, liability, costs, or expenses arising pursuant to the Americans with Disabilities Act and its equal access provisions and related claims for service or accommodations. These indemnity obligations shall include attorneys' fees, investigation costs, and other costs incurred by Lessor from the first notice of any claim or demand that is to be made or may be made. Lessor shall promptly give notice to Lessee of any claim or demand. The provisions of this section shall survive the termination of this Lease for any event occurring prior to the termination.

SECTION 13. INSURANCE. Lessee's Obligation: Liability and Casualty Insurance: Lessee shall, at Lessee's sole cost and expense, procure and maintain, or cause to be procured and maintained during the term of this Lease, the insurance described in this section (if not available, then its available equivalent) issued by an insurance company or companies licensed to do business in the state of California satisfactory to the Lessor, reasonably covering and protecting Lessor and Lessee. Any insurance policy so obtained by Lessee pursuant to this section all name Lessor as an additional insured with respect to all coverage's so procured. Pursuant to this section, Lessee shall obtain comprehensive general liability insurance covering all claims with respect to injuries, death or damages to persons sustained in, about the Premises, the playground facility, or other facilities owned by Lessor and used by Lessee with limits of liability of no less
the following:

**Bodily Injury and Property Damage Liability:** Two Million Dollars ($2,000,000.00) each occurrence, and Five Million Dollars ($5,000,000.00) aggregate. The deductible shall not exceed Five Thousand Dollars ($5,000.00). Said liability insurance shall also include coverage for acts, omissions and conduct which cause or contribute to any physical abuse or sexual abuse by any individual for which is an agent, employee, invitee, guest or to whom the Lessee is legally responsible. Such limits may be achieved through the use of umbrella liability insurance sufficient to meet the requirements of this section.

Lessee shall also obtain workers' compensation and employees' liability insurance with respect to any work by employees of Lessee on or about the Premises or playground facilities.

All insurance policies required within this section shall name Lessor as an additional insured, and Lessee shall provide promptly to Lessor certificates of insurance and copies of policies obtained by Lessee under this section. All policies of insurance described in this section shall be written as primary policies not contributing with and not in excess of coverage that Lessor may carry. The policies shall also contain an endorsement providing that such insurance may not be materially changed, amended, or cancelled with respect to Lessor except after thirty (30) days prior written notice from the insurance company to Lessor. The insurance policy shall contain an endorsement, which expressly waives any right of subrogation by the insurance company against the Lessor.

**SECTION 14. ASSIGNMENT AND SUBLETTING.** Lessee shall not assign this Lease or any interest under this Lease or sublet the Premises or any portion of the Premises without Lessor's prior written consent.

**SECTION 15. ABANDONMENT.** If Lessee abandons or surrenders the Premises, voluntarily or involuntarily, any personal property or structures left on the Premises are deemed to be abandoned and may be disposed of in any manner allowed by law. All personal property or structures on the Premises are subject to a lien in favor of Lessor for the payment of all sums due under this Lease, to the maximum extent allowed by law. Should Lessor incur any costs, expenses, attorney fees or expenses in the removal of any of the abandoned property Lessor shall be entitled to an offset of such as against any proceeds received from the sale or disposal of the abandoned property.

**SECTION 16. RULES.** Lessee is an independent agency, separate and distinct from the Lessor. The daycare program is not a Lessor sponsored or endorsed program. The Lessee is independently responsible for providing a legally compliant program to all children attending. Lessee shall also comply with rules and regulations of the Lessor, and with all reasonable modifications and additions to said rules that may from time to time be promulgated by Lessor.

**SECTION 17. EVENTS OF DEFAULT.** The following events shall constitute events of default under this Lease ("event of Default"):

a) A default by Lessee of the payment when due of any rent or other sum payable under this Lease and the continuation of this default for ten (10) or more days
after notice of a default from Lessor provided that if Lessee has failed two or more times in the term of this lease to pay any rent or other sum when due and notice of this default has been given to Lessor in each instance.

b) A default by Lessee in the performance of any of the terms, covenants, agreements, or conditions in this Lease, other than a default by Lessee in the payment when due of any rent or other sum payable under this Lease, and the continuation of the default beyond thirty (30) days after notice by Lessor or, if the default is curable and would require more than thirty days to remedy, beyond the time reasonably necessary for cure.

c) The bankruptcy or insolvency of Lessee, a transfer by Lessee in fraud of creditors, an assignment by Lessee for the benefit of creditors, or the commencement of proceedings of any kind under the Federal Bankruptcy Act or under any other insolvency, bankruptcy, or reorganization act, unless Lessee is discharged from voluntary proceedings within ninety (90) days;

d) The appointment of a receiver for a substantial part of Lessee's assets;

e) The abandonment of the Premises, and;

f) The levy upon this Lease or any estate of Lessee under this Lease by attachment or execution and the failure to have the attachment or execution vacated within thirty (30) days.

SECTION 18. TERMINATION UPON DEFAULT. Upon the occurrence of any event of default by Lessee, Lessor may, in addition to any other rights and remedies given here or by law, terminate this Lease and exercise remedies relating to it without further notice or demand in accordance with the following provisions:

a) So long as the event of default remains uncured, Lessor shall have the right to give notice of termination to Lessee, and on the date specified in this notice, the Lease shall terminate;

b) If this Lease is terminated, Lessor may, by judicial process, reenter the Premises, remove all persons and property, and repossess and enjoy the Premises, all without prejudice to other remedies that Lessor may have because of Lessee's default or the termination, and;

c) If this Lease is terminated, Lessor shall have all of the rights and remedies of a landlord provided by Civil Code § 1951.2, in addition to any other rights and remedies Lessor may have.

SECTION 19. CANCELLATION/EXPIRATION OF LEASE. Lessor shall have the right to cancel or terminate this Lease before expiration of its term if Lessor determines, in its sole discretion, that the Premises so leased under this Lease to Lessee are needed for use by Lessor or if complaints about the operation of the childcare program are received by District from the principal, District employees, and/or patrons of the daycare program. To exercise this right, Lessor shall notify Lessee, by written notice, of its intent to cancel or terminate this Lease pursuant to this section. The notice shall state the date Lessee is required to vacate and surrender the Premises which must be at least one hundred twenty (120) days after the date the written notice is presented to Lessee ("Termination Date"). Lessor shall prorate as of the Termination Date any advance rent paid by Lessee that is not yet due before the Termination Date. Lessee agrees to vacate and surrender the leased Premises and Real Property on or before the Termination Date pursuant to this provision.
Lessee agrees that within ninety (90) calendar days after this Lease expires or is terminated, voluntarily or involuntarily, that any and all provider owned building(s), improvement(s) and trade fixture(s), equipment and appliances placed on the site by Lessee shall be removed by Lessee at Lessee's sole cost and expense unless the Lessor agrees otherwise in writing.

SECTION 20. CONTINUATION AFTER DEFAULT. Even though Lessee has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all rights and remedies under this Lease, including the right to recover the rental as it becomes due under the Lease. Acts of maintenance for preservation, efforts to relet the Premises or the appointment of a receiver upon initiation of Lessor to protect Lessor's interest under this Lease shall not constitute a termination of Lessee's right to possession.

SECTION 21. OTHER RELIEF. The remedies provided in this Lease are in addition to any other remedies available to Lessor and law, in equity, by statute, or otherwise.

SECTION 22. RIGHT OF LESSOR TO CURE DEFAULTS. Agreements and provisions to be performed by Lessee under this Lease shall be at Lessee's sole costs, except as specifically provided in this Lease. If Lessee fails to pay any sum of money other than rent required under this Lease, or if Lessee fails to perform any other act under this Lease, and this failure continues for thirty (30) days after notice of the failure by Lessor, or a longer period as may be allowed under this Lease, Lessor may, without waiving or releasing Lessee from any obligations, make payment or perform other acts required by this Lease on Lessee's behalf. All sums paid by Lessor and all necessary incidental costs shall be payable to Lessor on demand and shall constitute additional rent under this Lease.

SECTION 23. NO DISCRIMINATION. Lessee agrees that Lessee shall not discriminate against or segregate any person or group of persons on account of race, sex, creed, color, marital status, sexual preference, disability, national origin, or ancestry, in the occupancy, use, sublease, tenure, or enjoyment of the Premises.

SECTION 24. NO MERGER. The surrender of this Lease by Lessee, or a mutual cancellation of it, shall not work a merger and shall, at the option of Lessor, terminate all or any existing subleases or sub tenancies, or operate as an assignment to Lessor of all subleases or sub tenancies.

SECTION 25. WAIVER. The waiver by Lessor of any agreement, condition, or provision contained in this Lease shall not be deemed to be a waiver of any subsequent breach of the agreement, condition, or provision or any other agreement, condition or provision contained in the Lease, nor shall any custom or practice that may arise between the parties in the administration of the terms of this Lease be construed to waive or to lessen the right of Lessor to the performance by Lessee in strict accordance with these terms. The subsequent acceptance or rental under this Lease by Lessor shall not be deemed to be a waiver of any preceding breath by the other party of any agreement, condition, or provision of this Lease,
other than the failure of Lessee to pay the particular accepted rental, regardless of knowledge of the preceding breath at the time of the rental acceptance.

SECTION 26. NOTICES AND CONSENTS. All notices, consents, demands, and other communications from one party to the other that are given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been fully given when delivered, including delivery by commercial delivery services or facsimile transmission, or if deposited in the United States mail, certified or registered, postage prepaid, when received or refused. All notices, consents, demands, and other communications shall be addressed as follows: to Lessee at the address specified in the Basic Lease Information, or to another place or person as Lessee may designate in a notice to Lessor, or delivered to Lessee at the Premises; to Lessor at the address specified in the Basic Lease Information, or to another place as Lessor may designate in a notice to Lessee.

SECTION 27. ENTIRE AGREEMENT. There are no oral agreements between Lessor and Lessee affecting this Lease, and this Lease supersedes and cancels all previous negotiations, arrangements, brochures, agreements, and understandings between Lessor and Lessee or displayed by Lessor to Lessee with respect to the subject matter of this Lease. There are no representations between Lessor and Lessee other than those contained in this Lease. All implied warranties, including implied warranties of merchantability and fitness, are excluded.

SECTION 28. AUTHORITY. If either of the parties signs this Lease as a corporation, each person executing this Lease on behalf of the party warrants that the party is an authorized and existing corporation, that it is qualified to do business in California, that it has the right and authority to enter into this Lease, and that each person signing on behalf of the corporation is authorized to do so. If either of the parties signs this Lease as a partnership, each person executing this Lease on behalf of the party warrants that the party is a partnership, that the partnership has the right and authority to enter into this Lease, and that each person signing on behalf of the partnership is authorized to sign.

SECTION 29. PLURAL AND SINGULAR. The words "Lessor" and "Lessee" as used in this Lease shall include the plural as well as the singular.

SECTION 30. JOINT AND SEVERAL OBLIGATIONS. If there is more than one Lessee, the obligations imposed on Lessee shall be joint and several.

SECTION 31. TIME OF THE ESSENCE. Time is of the essence in this Lease and all of its provisions.

SECTION 32. EXAMINATION OF LEASE. Submission of this instrument for examination or signature by Lessee does not constitute a reservation of or option for lease and it is not effective as a lease or otherwise until execution and delivery by both Lessor and Lessee.

SECTION 33. HEIRS, SUCCESSORS, AND ASSIGNS. The agreements, conditions,
and provisions contained in this Lease shall, subject to the provisions for assignment, apply to and bind the heirs, executors, administrators, successors, and assigns of the parties to it.

SECTION 34. NAME OF PREMISES
Lessee shall not, without the consent of Lessor, use the name of the Premises for any purpose other than as the address of the business to be conducted by Lessee in the Premises. Lessor shall also have approval rights of all signs placed on the Premises by Lessee.

SECTION 35. ILLEGALITY OR UNENFORCEABILITY OF PORTION OF LEASE.
If any provision of this Lease is determined to be illegal or unenforceable, this determination shall not affect any other provision of this Lease, and all other provisions shall remain in full force and effect.

SECTION 36. GOVERNING LAW. This Lease shall be governed by and construed pursuant to law of the State of California. Jurisdiction and venue for any claims, actions or causes of action under this agreement shall be in the Superior Court, County of Contra Costa, California.

SECTION 37. EXHIBITS. The exhibits and addendum, if any, specified in the Basic Lease Information are attached to this Lease and by this reference made a part of it.

The parties have executed this Lease as of the date first set forth below.

LENSOR:                      LESSEE:

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

BY: _______________________________ BY: _______________________________

Scott Anderson, Chief Business Officer

Date: _____________________________  Date: _____________________________