

110 Shaw Drive San Anselmo California 94960 Tel 415.454.2162 Fax: 415.454.6840 www.rossvalleyschools.org
Superintendent: Rick E. Bagley, Ed.D. Board of Trustees: Annelise Bauer - Anne Capron - Wesley Pratt - Mark Reagan - Amy Stock

REVISED / NEW DATES (Bolded)

RE: Lease of Ross Valley School District Property at 100 Shaw Dr., San Anselmo, CA 94960, commonly known as the District's Red Hill School Site

Dear Sir/Madam:

Please note that the Ross Valley School District ("District") proposes to lease its property located at 100 Shaw Dr., San Anselmo, CA 94960 (the "Property"). The District will offer to lease the Property to the general public at a public bid to be held on **June 2, 2016**, beginning at 3:00 p.m. in the District Office of the Ross Valley School District at 110 Shaw Dr., San Anselmo, CA 94960. Any lease of the Property will be contingent upon completion of all required environmental review under the California Environmental Quality Act ("CEQA") at the potential lessee's sole cost and expense.

Please find enclosed an initial Bid Package consisting of pertinent documents related to the Property and its lease, including:

1. Notice of Public Meeting and Bid
2. Bid Proposal Form
3. Lease Agreement
4. Disclosure Sheet
5. AHERA Report
6. San Anselmo Montessori Agreement
7. Izdebski Agreement
8. Deer Park Agreement
9. Red Hill Modernization Estimates

Please note that any other additional information or updates concerning the Property, if any, will be forwarded to you in the future through an addendum or addenda to the initial Bid Package. The District will hold a walkthrough of the Property on May 23, 2016, at 11:00 a.m. Potential bidders are encouraged to attend one or both walkthroughs.

Bid Hearing Information

The District will hold the Bid Hearing on **June 2, 2016**, beginning at 3:00 p.m. in the District Office of the Ross Valley School District at 110 Shaw Dr., San Anselmo, CA 94960. Interested bidders for the lease of the Property shall submit a bid proposal on the applicable Bid Form supplied by the District to the District Office of the Ross Valley School District at 110 Shaw Dr., San Anselmo, CA 94960 by **June 2, 2016**, at 2:45 p.m. Failure by any proposed bidder to submit a bid proposal to the District Office by **June 2, 2016**, at 2:45 p.m. will preclude the District from receiving such bid proposal. However, failure to submit a written bid proposal by

this deadline will not preclude any bidder from making an oral bid at the Bid Hearing on **June 2, 2016**, beginning at 3:00 p.m.

The procedures involved in the Bid Hearing include opening and review of all written sealed bids that have been received on or before **June 2, 2016**, at 2:45 p.m. Prior to accepting any written proposal, the District must call for oral bids. Upon calling for any oral bids, any interested bidder that has provided the \$10,000 Bid Security (including bidders which have not provided a written bid) may offer to lease the Property pursuant to terms and conditions specified in the Bid Package for a price exceeding, **by at least five percent (5%)**, the highest written proposal. After this initial five percent (5%) increased price is met, other oral bids may be accepted as directed at auction. Final acceptance of any oral bid must be made only after said oral bid is reduced to writing and signed by the offeror. Oral Bid Forms shall be provided to any interested bidder at the day of the Bid Hearing.

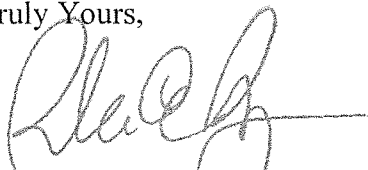
Therefore, of the written proposals submitted to the District which conform to all terms of the Bid Package, the proposal which is the highest and that complies with all material terms set forth therein and in the Bid Package will be accepted unless a higher oral bid is accepted as set forth above. In the event that there are no written or oral bids made at or greater than the lease price terms and conditions set forth in the Lease Agreement that comply with all material terms set forth therein and in the Bid Package, the District may accept any one of such counteroffers as the successful bid. Finally, the District's Governing Board may, if it deems such action to be for the best public interest, reject any and all bids and/or counteroffers, either written or oral, and withdraw the Property from being offered for lease.

Please note that although a bidder may propose changes to the Lease Agreement, unless otherwise agreed to by the District, the bidder shall agree that the existing terms and conditions of the Lease Agreement will be binding upon the successful bidder. Any proposed changes to the Lease Agreement must be submitted with the written or oral bid proposal. Any proposed material changes to the existing terms and conditions of the Lease Agreement shall render such bid a counteroffer, which counteroffer may not be accepted by the District should any written or oral offer be made at or greater than the lease price terms and conditions set forth in the Lease Agreement, which comply with all material terms set forth therein and in the Bid Package. However, this will confirm that in the event that there are no written or oral bids made at or greater than the lease price terms and conditions set forth in the Lease Agreement that comply with all material terms set forth therein and in the Bid Package, the District is willing to entertain counteroffers related to the Property.

The District invites you, and all other prospective bidders, to make a written or oral bid for the Property and attend the Bid Hearing on **June 2, 2016**.

Should you have any questions concerning the Bid Package or the Property, please do not hesitate to contact Midge Hoffman, Chief Business Official, at (415) 451-4075.

Very Truly Yours,



Dr. Rick Bagley, Ed.D., Superintendent
ROSS VALLEY SCHOOL DISTRICT

Enclosures

REVISED FORM (Changes Bolded)

**PROPOSAL FORM
FOR THE
LEASE OF CERTAIN SURPLUS PROPERTY OF
ROSS VALLEY SCHOOL DISTRICT**

Proposal for: Ross Valley School District ("District")
Lease of Property located at 100 Shaw Dr., San Anselmo, CA 94960 ("Property")

Submitted by:

Name of Bidder

Address of Bidder

Phone Number of Bidder

Facsimile Number of Bidder

Email Address of Bidder

The undersigned, as bidder (hereinafter "Bidder"), does hereby declare and certify the following:

1. The Bid Package includes the Letter to Bidders, Notice of Public Meeting and Bid, Lease Agreement and exhibits thereto for the Property ("Lease Agreement") Disclosure Sheet, AHERA Report, San Anselmo Montessori Agreement, Izdebski Agreement, Deer Park Agreement, Red Hill Modernization Estimates, and this Bid Proposal Form.
2. Although Bidder may propose changes to the terms set forth in the Lease Agreement, unless otherwise agreed to by the District, Bidder agrees and understands that the existing terms and conditions in the Lease Agreement will be binding upon the successful bidder. Any proposed changes to the terms must be submitted with the bid proposal, on or attached to this Bid Proposal Form. Any proposed material changes to the existing terms and conditions in the Lease Agreement shall render such bid a counteroffer, which counteroffer may not be accepted by the District should any written or oral offer be made at or greater than the terms and conditions set forth in the Lease Agreement, which comply with all material terms set forth therein. However, this will confirm that in the event that there are no written or oral bids made at or greater than the lease price terms and conditions set forth in the Lease Agreement that comply with all material terms set forth therein, the District is willing to entertain counteroffers. In the event that there are no written or oral bids made at or greater than the lease price terms and conditions set forth in the Lease Agreement which comply with all material terms set forth therein, and the District receives more than one counteroffer, the District may, in its sole discretion, choose which counteroffer to accept, or the District

may, in its sole discretion, reject any or all counteroffers. This Bid Proposal Form must be submitted at the District Office of the Ross Valley School District at 110 Shaw Dr., San Anselmo, CA 94960, on or before 2:45 p.m. by the clock at the District Office, on **June 2, 2016**, to be opened at the bid hearing **on June 2, 2016**, which begins at 3:00 p.m.

3. Bidder shall submit with its proposal a certified or cashier's check made payable to the Ross Valley School District in the amount of Ten Thousand Dollars (\$10,000.00) as bid security for entering into a lease agreement. The bid security of the successful bidder will be retained by the District and applied towards the first year's rent for lease of the Property. All other bid securities will be returned after execution of the Lease Agreement by the successful bidder.
4. Any lease of the Property will be contingent upon completion of all required environmental review under the California Environmental Quality Act at the Bidders's sole cost and expense.
5. The initial minimum bid for the lease of the Property shall be no less than no less than Fifteen Dollars and Thirty-Two Cents (\$15.32) per square foot per year (which equals One Dollar and Twenty-Eight Cents (\$1.28) per square foot per month). Bidders must rent a minimum of three thousand (3,000) square feet.
6. Bidder agrees to enter into a lease agreement with the District for the lease of the Property in an "as is" condition.
7. Use or improvements to the Property must allow for future reopening of the Property as a school site.
8. Bidder agrees to provide evidence of financial ability to make lease payments.
9. If Bidder is Charter School, Bidder must agree that the provision of the Property pursuant to the Lease Agreement constitutes full and complete satisfaction of the District's obligation to provide facilities, including furnishings and equipment, to the Bidder under Education Code section 47614 and the Proposition 39 regulations for the Term of the Agreement.
10. Bidder acknowledges that final acceptance of the highest bid, either written or oral, may be made at the regularly scheduled Board meeting on June 7, 2016, or at an adjourned session of the same meeting held within ten (10) days. The Board may select the highest bid of any of the bids, may accept any counteroffer in the event that there are no written or oral bids made at or greater than the lease price terms and conditions set forth in the Lease Agreement that comply with all material terms set forth therein and in the Bid Proposal Form, or if it deems such action to be for the best public interest, it may reject any and all bids. The District reserves the right to make non-substantive changes to the terms and conditions in the Lease Agreement. The successful bidder shall be required to execute a lease agreement within five (5) days of the Board's approval of the lease agreement.
11. Bidder acknowledges that it meets all of the qualifications for use of the Property contained in the Lease Agreement.
12. Bidder has examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following addenda: (Bidder to list all Addenda).

ADDENDUM NO. _____ DATE RECEIVED _____
ADDENDUM NO. _____ DATE RECEIVED _____
ADDENDUM NO. _____ DATE RECEIVED _____

13. The award of the lease will be made to the highest responsible and responsive bidder at or greater than the lease price terms and conditions set forth in the Lease Agreement that comply with all material terms set forth in the Lease Agreement. In the event of a conflict between the rent amount in figures and the rent amount in words, the rent amount in words shall govern.
14. List Use of Property: _____
15. List Rental Payment and Terms: _____
16. List additional substantive lease terms (Additional pages may be attached.):

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder: _____ Date: _____
Typed Name of Person or Entity Submitting Bid

By: _____
Signature of Duly Authorized Contracting
Representative of Bidder

Title

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

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LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into as of the ____ day of _____, 2016 (the "Effective Date"), by and between the ROSS VALLEY SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1, of Division 3 of Title 2 of the Education Code of the State of California ("District"), and _____, a _____ ("Lessee"), each individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

A. The District is the owner of that property located at 100 Shaw Dr., San Anselmo, CA 94960 ("District Site"), and desires to lease a portion of that District Site, as more particularly described on Exhibit "A" attached hereto ("Property") to the Lessee.

B. The Property is a former school site and is currently not required for school purposes.

C. The Parties desire to hereby memorialize the lease by the District to Lessee of the Property, and the District desires to hereby lease to Lessee, and Lessee desires to hereby lease from the District, the Property, all upon the terms, provisions and conditions hereinafter set forth.

D. This Agreement is expressly conditioned upon completion of all required environmental review under the California Environmental Act ("CEQA") and full compliance therewith.

NOW, THEREFORE, in consideration of the covenants and agreements of the Parties stated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Lease

1.1 Description of Lease; Use. The District hereby grants and leases to Lessee, and Lessee hereby takes and leases from the District, the Property, for the term and on the terms and conditions stated in this Agreement. The Property is demised and leased subject to all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and to all matters of record.

Except as otherwise expressly permitted in this Paragraph below, the Property shall be used by Lessee solely for the operation of a school or other uses that may be acceptable to the local governing agency and subject to the proper issuance of a conditional use permit, zone change, or other local agency planning approval. Lessee shall at all times comply with all federal, state and local laws, statutes, ordinances, rules and regulations of any governmental authority in connection with Lessee's use of the

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Property. The Property may only be used for other purposes upon the prior written consent of the District, which consent may be given or withheld in the District's sole and absolute discretion. Lessee shall not commit, nor permit to be committed, any waste or misuse of the Property, or allow any offensive noise or odor in or around the Property, and Lessee shall pay for all damage caused by any unreasonable use or waste. Lessee shall not disturb other tenants at the District Site. Moreover, Lessee shall not use or permit the use of the Property for any unsafe or illegal purpose or use, or in any manner that creates a nuisance, or that disturbs, injures or annoys, or causes damage to or adversely affects, the District or any neighboring property or property owner. Lessee shall not use or allow another person or entity to use any part of the Property for the storage, use, treatment, manufacture or sale of Hazardous Materials (as defined in Section 15 below), except that Lessee may store, use or maintain customary types and quantities of products on the Property which are incidental to the operation of its business, including, without limitation, photocopy supplies, secretarial supplies and janitorial supplies, provided that the use of such products on the Property shall be in compliance with applicable laws and shall be in the manner in which such products are designed to be used.

1.2 Payment of Rent; Security Deposit.

(a) Lessee shall pay to the District _____ (\$_____) ***[NOTE THE MINIMUM BID IS FIFTEEN DOLLARS AND THIRTY-TWO CENTS (\$15.32) PER SQUARE FOOT PER YEAR, WHICH EQUALS ONE DOLLAR AND TWENTY-EIGHT CENTS (\$1.28) PER SQUARE FOOT PER MONTH. LESSEE MUST RENT A MINIMUM OF THREE THOUSAND (3000) SQUARE FEET. PORTABLES ARE ONLY AVAILABLE FOR LEASE IF ENTIRE PROPERTY IS LEASED.]*** per month as rental compensation for the use of the Property. Rent for the first month is due on or before the Effective Date. Subsequent payments are due monthly on or before the 1st of each month, for a total of twelve (12) payments each year. Rent shall be increased automatically each year in an amount equal to three percent (3%) per annum of the immediately preceding Rent or the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers- San Francisco-Oakland-San Jose, CA, whichever is less, rounded to the nearest dollar. Rent shall be payable without notice or demand and without any deduction, offset, or abatement, to the District at the address stated herein for notices or to such other persons or such other places as the District may designate to Lessee in writing. It is the purpose and intent of the Parties hereto that the rent payable by Lessee to the District hereunder shall be "net" above all costs, expenses and obligations of every kind and nature whatsoever arising from or relating to the Property (including, without limitation, the ownership, use, occupancy, operation, repair, security, management, and/or maintenance thereof) which may arise or come due during the term of this Agreement, and shall be paid without set-off, counterclaim, abatement, suspension, deduction or defense. Such costs, expenses and obligations of Lessee include, without limitation, Impositions (as defined below), insurance premiums, utilities fees, costs and expenses, Unused Site Fees

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(defined below in Section 13) and capital expenditures. Without limiting the foregoing, Lessee expressly agrees to pay all Impositions (if any) assessed against Lessee or the Property prior to the time the same may become delinquent. If Lessee has failed to pay all Impositions in a timely manner, then as further provided by Section 8.3 below, the District may elect to do so (but shall not be obligated to do so) and, in such event, Lessee shall reimburse such amount to the District, together with interest thereon as provided in this Agreement, within the time period provided by said Section 8.3. For purposes of this Agreement, the term "Imposition" shall mean real estate taxes and assessments, water and sewer rates and charges, occupancy taxes or similar taxes, whether or not imposed on or measured by the rents payable by Lessee, and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, which are assessed, levied, confirmed, imposed, or become a lien upon the Property, or any part thereof, or become payable in respect thereto, and any gross rental, license or business tax measured by or levied on the rent payable or real property occupied by Lessee under this Agreement.

Lessee shall be responsible for all taxes associated with its use of the Property. In the event possessory interest taxes are assessed, Lessee shall be solely responsible for the payment of all Lessee's possessory interest taxes, if any, during the term of the Agreement. Pursuant to Section 107.6 of the California Revenue and Taxation Code, District hereby notifies Lessee that: (i) the Property is subject to possessory interest taxes, and that such taxes shall be paid by Lessee; and (ii) Lessee may be subject to the payment of property taxes levied on the possessory interest obtained by Lessee. The parties acknowledge that during the term of this Agreement, Lessee shall be solely responsible for any and all possessory interest taxes and related charges and expenses (collectively, "Possessory Interest Taxes") imposed with respect to the Property, and shall indemnify, defend and hold harmless District against all possessory interest taxes. This statement is intended to comply with Section 107.6 of the Revenue and Taxation Code.

(b) Concurrent with Lessee's execution of the Agreement, Lessee shall deposit with District (in addition to any License Fee payments) an amount equal to three (3) months' rent of _____ (\$_____) **[NOTE THE MINIMUM SECURITY DEPOSIT IS THREE TIMES THE MONTHLY RENT]** ("Security Deposit") as security for the full and faithful performance of each and every term, covenant and condition of this Agreement. District may use, apply or retain the whole or any part of the Security Deposit as may be reasonably necessary (i) to remedy Lessee's default in the payment of any rent, utility fee or other fee, (ii) to repair damage to the Property caused by Lessee, (iii) to clean the Property or restore the Property to its original condition upon termination or expiration of this Agreement, (iv) to reimburse District for the payment of any amount which District may reasonably spend or be required to spend by reason of Lessee's default, or (v) to compensate District for any other loss or damage which

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District may suffer by reason of Lessee's default. Should Lessee faithfully and fully comply with all of the terms, covenants and conditions of this Agreement, within thirty (30) days following the expiration or termination of the Agreement, the Security Deposit or any balance thereof shall be returned to Lessee. District shall not be required to keep the Security Deposit separate from its general funds and Lessee shall not be entitled to any interest on such Security Deposit.

1.3 Term. The term of this Agreement shall be five (5) years commencing on the date hereof and expiring on *[insert date]*. At or near the expiration of the Term, the Parties may choose, in their sole discretion, to enter into a new agreement, or renew the Agreement, as the Parties may mutually agree in writing. Lessee shall not be entitled to any unilateral extension or right of first refusal at the property or any other property owned by the District.

1.4 As-Is. Lessee hereby represents, warrants and covenants as follows:

(a) Neither the District, nor anyone acting for or on behalf of the District, has made any representation, warranty, promise or statement, express or implied, to Lessee, or to anyone acting for or on behalf of Lessee, concerning the Property or the condition, use or development of the Property. Lessee further represents and warrants that, in entering into this Agreement, Lessee has not relied on any representation, warranty, promise or statement, express or implied, of the District or anyone acting for or on behalf of the District, other than as expressly set forth in this Agreement, and that all matters concerning the Property have been or shall be independently verified by Lessee prior to the execution of this Agreement, on Lessee's own prior investigation and examination of the Property (or Lessee's election not to do so); **AND THAT, AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY THE DISTRICT, LESSEE IS HEREBY LEASING THE PROPERTY IN AN "AS-IS" PHYSICAL CONDITION AND IN AN "AS-IS" STATE OF REPAIR, WITH ALL FAULTS.** The District hereby disclaims, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, including, by way of description but not limitation, those of fitness for a particular purpose and use.

(b) LESSEE HEREBY GENERALLY, FULLY AND IRREVOCABLY RELEASES THE DISTRICT, ITS BOARD, STAFF, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS AND OTHER REPRESENTATIVES (collectively, the "District Parties") FROM AND AGAINST ANY AND ALL CLAIMS THAT LESSEE MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST ANY OF THE DISTRICT PARTIES FOR AND FROM ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, ACTION OR CAUSE OF ACTION, WHETHER FORESEEN OR UNFORESEEN, KNOWN OR UNKNOWN, ARISING OUT OF OR RELATED TO THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY PATENT, LATENT OR OTHER DEFECTS IN THE PROPERTY OR THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY).

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WITH RESPECT TO THE RELEASES AND WAIVERS SET FORTH IN THIS SECTION 1.4, LESSEE EXPRESSLY WAIVES THE BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

LESSEE HAS BEEN ADVISED BY ITS LEGAL COUNSEL AND UNDERSTANDS THE SIGNIFICANCE OF THIS WAIVER OF SECTION 1542 RELATING TO UNKNOWN, UNSUSPECTED AND CONCEALED CLAIMS. BY ITS INITIALS BELOW, LESSEE ACKNOWLEDGES THAT LESSEE FULLY UNDERSTANDS, APPRECIATES AND ACCEPTS ALL OF THE TERMS OF THIS SECTION 1.4(b).

Lessee's Initials

1.5 Accessibility Inspection Disclosure. Pursuant to California Civil Code section 1938, Lessor provides the following disclosure. As of the date of execution of this Agreement, the Property has not undergone inspection by a Certified Access Specialist.

1.6 Proof of Financial Status. Lessee must provide evidence of financial ability to make any and all payments and meet the financial obligations of this Agreement in the form of a report from any commercial credit rating service, such as Dunn and Bradstreet or Experian, or other documentation, including a current bank account statement, a personal guarantee, or other documentation acceptable to the District, in the District's sole discretion.

1.7 Full and Complete Satisfaction. Lessee agrees that the provision of the Property pursuant to this Agreement constitutes full and complete satisfaction of the District's obligation to provide facilities, including furnishings and equipment, to Lessee under Education Code section 47614 and the Proposition 39 regulations for the Term of the Agreement. Lessee agrees that, by accepting the Property, it certifies that the District has fully and completely satisfied the District's obligation to provide facilities, including furnishings and equipment, to the Lessee under Education Code section 47614 and all Proposition 39 implementing regulations for the Term of the Agreement. The Lessee waives and forever releases the District from any claim that the Lessee, or any successor entity, may have against the District regarding any allegation that the District has taken action to impede the Lessee from expanding its enrollment to meet pupil demand for the Term of the Agreement. Furthermore, the Lessee waives any rights it

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may have to subsequently object to the District's perceived failure to offer facilities, including furnishings and equipment, in accordance with applicable law and waives any rights it may have to challenge those aspects of the District's offer of facilities, including furnishings and equipment, that the Charter School believes violates the substantive or procedural requirements of Proposition 39 and its implementing regulations for the Term of the Agreement. ***[THIS SECTION MUST BE INCLUDED IN ANY LEASE WHERE LESSEE IS A CHARTER SCHOOL.]***

2. Maintenance and Operation of the Property by Lessee. During the term of this Agreement, Lessee shall be solely responsible for hooking up and contracting for all services for the Property and/or improvements thereon or therein (including, without limitation, electricity, heating and air conditioning, water, gas, telephone, cable, internet connections, irrigation and sewer services, as well as other services, but excluding lock replacement, repair or maintenance), and Lessee shall, at its sole cost and expense, promptly pay when due (and in any event prior to delinquency) all charges for the upkeep and maintenance of the Property and any and all taxes, including property taxes, assessments (including assessments for benefits from public works or improvements, whether or not begun or completed prior to the date of this Agreement and whether or not to be completed within the term of this Agreement), levies, fees, water and sewer rents, and charges and applicable taxes, and other governmental charges, general and special, ordinary and extraordinary, and whether or not the same shall have been within the express contemplation of the parties hereto, together with any interest and penalties thereon, that may be levied against the Property, including any and all charges for electricity, gas, light, heating and air conditioning, telephone, water, cable and internet connections and any other utility services furnished to the Property. Lessee shall not permit any third-party vendors to perform any service or maintenance at the Property without prior written consent of the District.

Lessee shall not alter, replace or repair any locks on the Property. District shall retain sole discretion and authority to determine lock style and to replace, maintain and repair locks; however, Lessee shall reimburse District for the costs of such replacement, maintenance or repair within thirty (30) days of invoice by District. The District shall provide the Lessee with copies of each key necessary to access the Property. Lessee may not make additional copies without District's prior written consent. District may require that the Lessee return keys at any time.

Lessee agrees that it will, at its sole cost and expense, keep and maintain (including custodial services) the entire Property and improvements thereon or therein, in good repair and appearance, except for ordinary wear and tear, and will with reasonable promptness make all structural and non-structural, foreseen and unforeseen, and ordinary and extraordinary changes and repairs of every kind and nature which may be required to be made upon or in connection with the Property or improvements thereon or therein in order to keep and maintain the same in such good order, condition and repair. Lessee shall promptly repair any vandalism, including graffiti, on the Property. The District shall not be required to maintain, repair or rebuild, or to make any alterations, replacements or renewals of any nature or description to the Property or improvements

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thereon or therein (or any part thereof), whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, or to maintain the Property or improvements or any part thereof in any way, during the term of this Agreement, and Lessee hereby expressly waives the right to make repairs at the expense of the District, which right may be provided for in any statute or law in effect on the date hereof or any other statute or law which may hereafter be enacted.

Lessee shall be solely responsible for the installation, operation and functioning of all electricity, cable, telephone, water, sewer, irrigation, refuse and other services at or to the Property. In the event of an cessation or suspension of any such services to the Property, District shall not be responsible therefor, nor shall the cessation or suspension of any or all services to the Property be construed as an eviction of Lessee, and any such cessation or suspension of services shall not permit or entitle Lessee to any abatement of rent nor relieve Lessee from the obligation to fulfill any covenant or agreement on the part of Lessee under this Agreement.

3. Alterations. Lessee shall not structurally alter improvements on the Property or make any alteration or change to the improvements on the Property, or make any additional improvements to the Property, without the prior written consent of the District (which shall not be unreasonably withheld or delayed, but may be conditioned). Notwithstanding the above, consent to any request to add a new building or portable shall be at the sole and absolute discretion of the District. Any request for such an alteration, change or improvement shall be accompanied by plans and specifications providing for the alteration, change or improvement, which plans and specifications shall be subject to the District's approval. All construction or alterations shall be performed diligently and in a good and workmanlike manner, and shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the Property. The Property is currently compliant with Education Code section 17280 *et seq.* ("Field Act"). Thus, any improvements must not void Field Act compliance and must be subject to Division of State Architect ("DSA") review and approval.

Lessee shall pay all costs, including, but not limited to, demolition and construction, abatement, planning and permit fees, architectural, engineering and legal fees, taxes and insurance, for or related to construction or alterations performed by it, or caused to be performed by it, on the Property as permitted by this Agreement. Lessee shall keep the Property and improvements thereon or therein free and clear of all mechanics' liens and stop notices resulting from construction and/or alterations performed by, for or at the request of Lessee, it being acknowledged and agreed that nothing herein is intended to state or imply that the Property is subject to mechanic's liens, as the Property is and will continue to constitute real property owned by a public entity during the entire term of this Agreement. Lessee shall indemnify, defend and hold the District harmless against the filing of any such mechanic's or other liens and stop notices against the Property or improvements thereon or therein. If any such lien shall at any time be filed against the Property and/or improvements thereon or therein, Lessee shall cause the same to be discharged of record or bonded over to the satisfaction of the District within thirty (30) days from Lessee's receipt of a copy of such lien. Lessee may

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not collateralize, obtain financing by securitization or borrow against the value of the Property without written consent of the District, which may be withheld in District's sole discretion.

Lessee shall deliver to District, promptly after Lessee's receipt thereof, originals or, if originals are not available, copies of any and all of the following instruments and documents pertaining to any construction, repair or replacement of improvements on the Property: (a) plans and specifications for the subject improvements, (b) test results, physical condition and environmental reports and assessments, inspections, and other due diligence materials related to the subject improvements, (c) permits, licenses, certificates of occupancy, and any and all other governmental approvals issued in connection with the subject improvements, (d) agreements and contracts with architects, engineers and other design professionals executed with respect to the design of the subject improvements, (e) construction contracts and other agreements with consultants, construction managers, general and other contractors, and equipment suppliers pertaining to the construction, repair or replacement, as the case may be, of the subject improvements and (f) all guaranties and warranties pertaining to the construction, repair or replacement, as the case may be, of the subject improvements.

Notwithstanding anything to the contrary stated or implied in this Agreement, Lessee shall not take any action or give any approval that will result in a change in the zoning of the Property that will be binding on the Property or impact or affect District after the expiration or earlier termination of this Agreement, or alter, eliminate or in any way modify any of the entitlements for the Property in any manner that will be binding on the Property or District after the expiration or earlier termination of this Agreement, in each case without prior written consent of the District.

Lessee may be eligible for a reimbursement of Four Dollars and Fourteen Cents (\$4.14) per square foot (not to exceed Fifty Thousand Dollars (\$50,000.00)) toward alterations and improvements at the Property ("Alteration Reimbursement") during the first year of the Agreement only. Alterations and improvements shall require the District's prior written approval as set forth in Section 3, above. Lessee shall provide District with invoices, proof of payment and any other supporting documentation reasonably requested by the District prior to receiving the Alteration Reimbursement. No reimbursement shall be given for any internal costs (for example, Lessee salaries supplies, etc.). Upon receipt of the request for the Alteration Reimbursement, District will remit payment to the Lessee within ninety (90) days.

4. Status of Improvements on Termination of the Agreement. Upon the expiration of the term of this Agreement or the earlier termination of this Agreement, except as otherwise provided in this Section 4 below, all improvements located on the Property shall automatically become the property of the District without any compensation from the District to Lessee, and upon request by the District, Lessee shall execute, acknowledge, deliver and record against the Property any and all documentation, and perform all other acts, deemed necessary by the District to effectively vest in the District said fee simple title in and to the improvements (provided that, the foregoing

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provisions of this Agreement are intended to constitute an automatic, immediate and self-executing transfer of title to the improvements to the District upon the expiration or earlier termination of this Agreement). Further, upon the expiration or earlier termination of this Agreement, the District may elect, in its sole and absolute discretion, to require Lessee to remove the improvements located on the Property, at Lessee's sole cost and expense; provided that, the District must notify Lessee of such election by giving Lessee notice in writing no later than sixty (60) days after the expiration or earlier termination of this Agreement. If the District so elects to require Lessee to remove the improvements, Lessee shall remove the improvements in a good and workmanlike manner, in compliance with all applicable laws, orders, ordinances, rules and regulations of federal, state, county, municipal and other authorities having jurisdiction. All provisions of this Agreement regarding insurance, indemnification, alterations, and mechanic's liens shall survive and be in effect during the removal period. Lessee shall have thirty (30) days from the receipt of any such notice to complete the removal of the improvements. Except as otherwise expressly provided in this Section 4 above, Lessee shall, upon the expiration or earlier termination of this Agreement, peaceably and quietly leave, surrender and yield up unto the District the Property, including, but not limited to, the improvements located thereon, in good order and repair, ordinary wear and tear excepted.

Prior to Lessee constructing any improvements, the Parties shall meet to discuss the cost and scope of the proposed improvements. At that time, any potential reimbursement for amortized costs at early termination will be negotiated on a case by case basis. In no event shall the time for amortization exceed the Term of the Agreement.

5. Insurance Requirements. Lessee shall, at its sole cost and expense, carry and maintain during the entire term of this Agreement:

(a) Standard "all risks" property insurance with an extended coverage endorsement (including coverage for earthquake with a deductible for such earthquake coverage only of up to 20%, theft and flood) insuring all structures and improvements located on the Property in an amount which is not less than 100% of the actual replacement cost of such structures and improvements, with loss payable thereunder to the District and Lessee in accordance with their respective interests as they may appear under this Agreement and, during the performance of any construction on, in or about the Property, customary builder's risk insurance in such form and in such coverage amounts as may be customary and reasonably approved by the District;

(b) General public liability insurance insuring against claims (on an occurrence form) for bodily injury, death or property damage occurring on, in or about the Property and the adjoining streets, sidewalks and passageways, including contractual or assumed liability, products liability and completed operations, such insurance to afford protection to the District, as additional insured, of not less than \$3,000,000 per occurrence and \$5,000,000 aggregate. The District reserves the right to adjust and escalate the level of insurance over the term of the Agreement.

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(c) Workers' compensation insurance covering all persons employed in connection with any work done on or about the Property with respect to which claims for death or bodily injury could be asserted against the District, Lessee or the Property and such workers' compensation insurance shall be in conformance with the laws of the State of California and applicable federal laws; and

(d) Such other insurance on the Property in such amounts and against such other insurable hazards that at the time are commonly obtained in the case of property similar to the Property.

Such insurance policies shall be issued by insurance companies with a rating of not less than A:XII in the latest edition of Best's Insurance Guide and shall be primary insurance as to all claims thereunder and provide that any insurance carried by the District is excess and non-contributing with any insurance requirement of Lessee. The District shall be an additional insured party on the liability policies (including any umbrella policy) obtained by Lessee for insured liabilities relating to the Property, and Lessee shall, upon request, deliver to the District certified copies of such insurance policies. In any event, Lessee shall deliver to the District certificates evidencing the coverage of the District under the liability policies and all other policies required to be maintained by Lessee hereunder, promptly upon issuance or renewal thereof, and in any event Lessee shall replace any insurance policy required hereunder (and provide the District with a certificate of insurance evidencing such replacement policy) prior to the expiration or termination of such policy. All of the policies required hereunder shall be endorsed as follows: "This policy shall not be suspended, cancelled, reduced in coverage or required limits of liability or amounts of insurance or non-renewed until notice has been mailed to the Ross Valley School District, 110 Shaw Dr., San Anselmo, CA 94960, Attention: Chief Business Official. Date of suspension, cancellation, reduction in coverage or non-renewal may not be less than thirty (30) days after the date of mailing of such notice." If Lessee fails to purchase and maintain any insurance required hereunder, the District may, but shall not be obligated to, upon five (5) days' written notice to Lessee, purchase such insurance on behalf of Lessee and shall be entitled to be reimbursed by Lessee promptly thereafter. Any amounts expended by the District hereunder shall bear interest from the date expended until repaid to the District at the rate of ten percent (10%) per annum.

Lessee agrees to have its insurance companies issuing property insurance for the Property and improvements thereon or therein waive any rights of subrogation that such companies may have against the District so long as insurance carried by Lessee is not invalidated thereby. As long as such waivers of subrogation are contained in Lessee's insurance policies, Lessee hereby waives any right that it may have against the District on account of any loss or damage to its property to the extent such loss or damage is insurable under the policies of insurance for fire and all risk, theft, public liability and other similar insurance required to be carried by Lessee pursuant to this Agreement.

6. Indemnification. Lessee shall be responsible for, and District, its board members, officers, agents, employees, students and invitees ("District Parties") shall not

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be answerable or accountable in any manner for any loss or expense by reason of any damage or injury to person or property, or both, arising out of the acts, omissions, and/or negligence of Lessee, its agents, officers, employees, contractors, volunteers, guests or invitees ("Lessee Parties"), or resulting from Lessee Parties' activities at the Property, the condition of the Property, or from any cause whatsoever arising out of or in connection with this Agreement or any other use or operations at the Property, except to the extent such claims arise out of the sole active negligence or willful misconduct of District Parties. Lessee shall indemnify and defend District Parties against and will hold and save them and each of them harmless from any and all actions, claims, liens, damages to persons or property, penalties, obligations or liabilities, including attorneys fees, that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with Lessee Parties' activities at the Property, the condition of the Property, this Agreement, and any other use of and operations at the Property pursuant to this Agreement, whether or not there is concurrent passive negligence on the part of District Parties, but excluding such actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the sole active negligence or willful misconduct of District Parties. Lessee further agrees to indemnify, defend and hold harmless District Parties and each of them from any claim or cause of action arising out of or related to the legality or legal interpretation of this Agreement. Lessee further agrees to indemnify, defend and hold harmless District Parties and each of them from any claim or cause of action arising out of or related to liability resulting from violation of, or failure to comply with, any applicable Federal, State or local statute, ordinance, order, requirement, law or regulation, including but not limited to compliance with local building codes, the Field Act, the CEQA, the Americans with Disabilities Act, and the payment of prevailing wages as applicable, relating to Lessee Parties' activities at the Property, the condition of the Property, this Agreement, and any other use of and operations at the Property pursuant to this Agreement. Lessee further agrees to indemnify, defend and hold harmless District Parties and each of them from any claim or cause of action arising out of or related to any personal property of Lessee Parties stored at the Property. In connection therewith:

- (i) **Actions Filed.** Lessee shall defend, with counsel of District's choosing, any action or actions filed in connection with any of said claims (including CEQA claims), liens, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.
- (ii) **Judgments Rendered.** Lessee shall promptly pay any judgment rendered against Lessee Parties or District Parties covering such claims, liens, damages, penalties, obligations and liabilities arising out of or in connection with such use of and operations at the Property referred to herein and agrees to save and hold District Parties harmless therefrom.
- (iii) **Costs and Expenses; Attorneys' Fees.** In the event any District Parties are made a party to any action or proceeding filed or prosecuted against Lessee Parties (including CEQA actions or proceedings) for such damages or other claims arising out of the use of and operations at the Property referred to herein,

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Lessee agrees to pay District Parties any and all costs and expenses incurred by them in such action or proceeding together with reasonable attorneys' and expert witness fees.

The provisions of this Section shall survive the termination or expiration of this Agreement.

7. Prohibition Against Assignment, Sublease or Transfer. Lessee shall not assign, sell, encumber, hypothecate, alienate or otherwise transfer, whether directly or indirectly, voluntarily, by operation of law or otherwise, its interest in this Agreement or in the Property, or sublease all or any part of the Property, or allow any other person or entity to occupy or use all or any part of the Property, without first obtaining the District's written consent, which consent may be given or withheld in the sole and absolute discretion of the District. Notwithstanding anything to the contrary stated in this Agreement, any breach of this Section 7 shall be an automatic material breach of this Agreement (without any right of cure by Lessee), whereupon the District will have available to it all rights and remedies provided in Section 8 below.

8. Defaults and Remedies.

8.1 Default and Termination. If Lessee fails to perform any term, covenant or condition of this Agreement, or otherwise breaches this Agreement, and such failure or breach continues for more than thirty (30) days after written notice is received by Lessee from the District (or if the breach or default is of such character as to reasonably require more than thirty (30) days to cure, and Lessee fails, within thirty (30) days after it receives written notice of such breach or default from the District, to commence the cure of such default or thereafter fails to pursue with reasonable diligence the curing of such default to completion), then the District may, at its option and without any further demand or notice, exercise any of its rights or remedies set forth in Section 8.2 below. The rights and remedies of the District set forth in this Agreement are cumulative and are not intended to be exclusive.

8.2 Various District Remedies. In the event of any default by Lessee as defined herein, then the District may exercise the following remedies:

(a) Without terminating or effecting a forfeiture of this Agreement or otherwise relieving Lessee of any obligation hereunder in the absence of express written notice of its election to do so as set forth herein, the District may re-enter and take possession of the Property and of all property of the District located therein; may evict Lessee and all other persons in occupation thereof, and may store all property of Lessee or of any other person which is located therein for the account of and at the risk of Lessee. All property of Lessee which is stored by the District pursuant hereto may be redeemed by Lessee within thirty (30) days after the District notifies Lessee in writing that the District has taken possession thereof upon payment to the District in full of all obligations then due from Lessee to the District hereunder and of all costs incurred by the District in providing such storage. If Lessee fails to redeem such property within

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the above-referenced thirty (30) day period as set forth herein, the District may sell such property pursuant to the requirements applicable to public school districts for disposing of surplus personal property, and shall apply the proceeds of such sale actually collected first against the costs of storage and sale and then against any other obligation due from Lessee hereunder.

(b) The District may terminate or otherwise effect a forfeiture of this Agreement by express written notice to Lessee of its election to do so. Such termination or forfeiture shall not relieve Lessee of any obligation hereunder which has accrued prior to the date of such termination. In the event of such termination or forfeiture, the District shall be entitled to recover from Lessee, in addition to any obligation which has accrued prior to the date of termination or forfeiture, (i) the worth at the time of award of any unpaid rent which has been earned at the time of such termination, plus (ii) the worth at the time of award (computed by allowing interest at the rate specified herein) of the amount by which the unpaid rent and additional rent which would have been earned after termination or forfeiture until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided.

(c) In accordance with California Civil Code Section 1951.2 or other statute of similar effect, and whether or not the District elects to terminate or effect a forfeiture of this Agreement as set forth herein, the District may recover, at its option from Lessee in an appropriate case, in addition to any obligation which has accrued prior to the time of award, the worth at the time of award (computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco, California, plus one hundred (100) basis points) of the amount by which the unpaid rent and additional rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided.

(d) The District may recover from Lessee, and Lessee shall pay to the District upon demand, any other amount necessary to compensate the District for the detriment proximately caused by Lessee's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, such expenses as the District may incur in recovering possession of the Property, placing the same in good order and condition, and altering and repairing the same for reletting, as well as all other expenses, commissions and charges incurred by the District in exercising any remedy provided herein or as a result of any default by Lessee hereunder.

(e) The District may exercise any other remedy or right now or hereafter available to a landlord against a defaulting tenant under the laws or judicial decisions of the State of California and not otherwise specifically reserved herein.

(f) In no event shall the District be obligated to refund any rental or other amounts paid by Lessee prior to the termination of this Agreement

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due to a default on the part of Lessee hereunder, and Lessee shall have no right to any such refund.

8.3 District's Right to Cure Lessee's Breach. The District may, but is not obligated to, cure any of Lessee's failures to perform any covenant or provision of this Agreement at Lessee's expense, including, without limitation, by purchasing any required insurance, paying and fully satisfying any liens against the Property, and/or taking any action to repair or maintain the Property. If the District, by reason of such failure by Lessee, pays any amount or does any act in accordance with this Section 8.3, the amount paid by the District plus the reasonable expense of performing such act shall be due within thirty (30) days after Lessee receives written demand therefor from the District. No such payment or act shall constitute a cure or waiver of the breach or a waiver of any remedy for default or render the District liable for any loss or damage resulting from any such act.

8.4 Interest on Unpaid Amounts. Any amounts not paid when due shall bear interest from the date due until paid at the rate of ten percent (10%) per annum. Payment of such interest shall not excuse or cure any default by Lessee under this Agreement.

8.5 Nonwaiver. No waiver of any provision of this Agreement shall be implied by any failure of the District to enforce any remedy on account of the violation of such provision, even if such violation shall continue or be repeated subsequently, any waiver by the District of any provision of this Agreement may only be in writing, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

8.6 Generally. Lessee hereby waives any right of redemption or relief from forfeiture under California Code of Civil Procedure Section 1174 or 1179, or under any other present or future law, in the event Lessee is evicted or the District takes possession of the Property by reason of any default by Lessee hereunder. The various rights and remedies reserved to the District herein, including those not specifically described herein, shall be cumulative, and except as otherwise provided by California statutory law in force and effect at the time of execution hereof, the District may pursue any or all of such rights and remedies, whether at the same time or otherwise. No act or thing done by the District or its agents during the term of this Agreement, including any agreement to accept the surrender of the Property or to amend or modify this Agreement, shall be binding on the District, unless in writing and signed by a person authorized to bind the District. The delivery of keys to the District, or the District's agents, employees or officers, shall not operate as a termination of this Agreement or a surrender of the Property. No payment by Lessee or receipt by the District of a lesser amount than the full rental and all other amounts owing under this Agreement, as herein stipulated, shall be deemed to be other than on account of the earliest due rental or other amounts due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or any other amount owing hereunder be deemed an accord and satisfaction. The District may accept any such check or payment

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without prejudice to the District's right to recover the balance owed or to pursue any other remedy available to the District.

9. Damage or Destruction. In the event the Property is destroyed or rendered wholly untenantable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The Rent provided for herein shall then be accounted for by and between District and Lessee up to the time of such injury or destruction of the Property, Lessee paying Rent up to such date and District refunding Rent collected beyond such date. Should a portion of the Property thereby be rendered untenantable, the Lessee shall have the option of either repairing such injured or damaged portion or terminating this Agreement. There shall be no Rent abatement or reduction during the repair of the Property. Lessee shall have no claim against District for any damages suffered by reason of any such damage, destruction, repair or restoration.

10. Condemnation.

(a) The term "Condemnation" means the taking or appropriation of property or any interest therein, in exercise of the power or right of eminent domain or such taking for public or quasi-public use. Said term shall also be deemed to include, to the extent not otherwise defined in this Section 10(a), a temporary taking of the Property or any part thereof for a period of one (1) year or more, and the taking of the leasehold interest hereby created.

(b) If the entire Property or such portion thereof as shall make it unfeasible, in Lessee's sole and absolute judgment, to continue to operate the remaining portion of the Property for the purposes herein stated, shall be taken by Condemnation, Lessee shall have the right and option to terminate this Agreement as of the date when Lessee is required to vacate the Property (or portion thereof) by order of competent authority, by delivering to the District written notice of such termination no later than the date which is sixty (60) days after Lessee first learns of the Condemnation. If this Agreement is terminated as provided in this Section 10(b), all charges due from Lessee to the District hereunder shall be paid up to the date of such termination, and the District shall refund to Lessee any sums paid by Lessee in advance and not yet earned and thereafter neither Party shall have any further obligation to the other hereunder, except as otherwise specifically provided in this Agreement. If this Agreement is not terminated within the time period and as provided above, then this Agreement shall continue in full force and effect without abatement or reduction of any rental or other amounts due and payable by Lessee hereunder.

(c) All of any award(s) received for any taking by Condemnation (collectively, "Award"), whether received for the appropriation of the Property or other improvements, shall be paid to the District, and Lessee shall have no right or interest therein.

(d) In the case of a Condemnation in which this Agreement is not terminated, this Agreement shall remain in full force and effect and any Award received

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for such Condemnation shall be paid to the District, and Lessee shall have no right or interest therein.

11. Compliance with Laws. Lessee shall, in the maintenance, operation, use, and occupancy of the Property, promptly comply, and cause all persons claiming by, through or under Lessee promptly to comply, with all laws (including Field Act), ordinances, certificates of occupancy, orders, rules, regulations, and requirements of all federal, state, municipal and other governmental bodies and appropriate departments, commissions, boards and officers thereof. Lessee shall be responsible, at its sole cost and expense, to make all alterations to the Property (and improvements thereon) as required to comply with any governmental rules, regulations, requirements, or standards, including, without limitation, any laws, building codes, regulations, and judicial or administrative decisions regarding access to and use of the Property (and improvements located thereon) by the disabled or renewable energy sources or sustainability.

District has made no representation or warranty as to the suitability of the Property for Lessee's use, and Lessee waives any implied warranty that the Property is suitable for Lessee's intended purposes. Prior to the commencement date of the use, Lessee shall have taken the appropriate steps and made the appropriate inquiries to confirm that Lessee is or will be as of the commencement date of the use in compliance with all laws, ordinances, zoning, rules, and regulations applicable to the use and Lessee's operations at the Property, enacted or promulgated by any public or governmental authority or agency and will maintain compliance throughout the duration of the Term.

Lessee's Initials

12. Liens. Without limiting any other terms or provisions of this Agreement, Lessee shall keep the Property free from any mechanics' liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Lessee, it being acknowledged and agreed that nothing herein is intended to state or imply that the Property is subject to mechanic's liens, as the Property is and will continue to constitute real property owned by a public entity during the entire term of this Agreement. Lessee reserves the right to contest any mechanics' liens as long as Lessee shall (a) indemnify, defend and hold harmless the District from and against any such lien or claim or action thereon, and (b) if requested, furnish the District with a bond from a sufficient admitted California surety insurer in such form and amount as the District may reasonably require. Lessee shall give the District at least sixty (60) days' written notice prior to the commencement of any work on the Property (or such additional time as may be necessary under applicable laws) to afford the District the opportunity of posting and recording appropriate notice of non-responsibility.

13. Unused Site Fee. The Unused Site Program requires school districts be subject to a fee ("Unused Site Fee") for sites that are not used for school purposes within certain time periods (Education Code section 17219 *et seq.*). The Unused Site Fee is assessed on an annual basis. Lessee shall pay all Unused Site Fees assessed for the Property each year, upon demand. If Lessee has failed to pay the Unused Site Fee in a

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timely manner, then as further provided by Section 8.3 below, the District may elect to do so (but shall not be obligated to do so) and, in such event, Lessee shall reimburse such amount to the District, together with interest thereon as provided in this Agreement, within the time period provided by said Section 8.3. Alternatively, Lessee may determine a viable method to exempt the Property from the Unused Site Fees and do all things necessary to qualify for such exemption.

14. Notices. All notices, statements, demands, requests, or consents under this Agreement made or given by either Party to the other shall be personally delivered or sent by United States certified mail, return receipt requested, postage prepaid, and shall be deemed received upon delivery if personally served or when actually received by the Party receiving the notice if the notice is given by mail. Unless notice of a different address has been given in accordance with this Section 15, all such notices shall be addressed as follows:

If to the District: Ross Valley School District
 110 Shaw Dr.
 San Anselmo, CA 94960
 Attention: Chief Business Official

If to Lessee: *[insert contact information]*

15. Estoppel Certificates. The District and Lessee shall, respectively, at any time and from time to time within fifteen (15) days after written request by the other, deliver to the requesting Party, a prospective purchaser or mortgagee of the Property, an executed and acknowledged statement in writing certifying (a) that this Agreement is unmodified and in full force and effect (or if there has been any modification(s) thereof, that the same is in full force and effect as modified, and stating the nature of the modification or modifications); (b) that to its knowledge there exists no default under the Agreement (or if any such default exists, describing the specific nature and extent thereof); (c) the date to which rent and any other amounts due hereunder have been paid in advance, if any; and (d) such other matters or statements as the requesting Party may reasonably request.

16. Hazardous Materials. For the purposes of this Agreement, the following terms shall have the following meanings:

(a) "Hazardous Materials" shall mean and include, but not be limited to, any liquid, substance, material, waste, gas or particulate matter which is now or may become regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any liquid, material, substance, waste, gas or particulate matter which is: (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste" or "pollutant" under any provision of California law, rule or regulation; (ii) a petroleum product; (iii) asbestos; (iv) urea formaldehyde foam insulation; (v) polychlorinated biphenyls; (vi) radioactive material; (vii) designated as a "hazardous

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substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1321); (viii) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); (ix) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., (x) defined as “hazardous waste,” “extremely hazardous waste” or “restricted hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (xi) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (xii) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), or (xiii) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20.

(b) “Environmental Laws” shall mean all codes and statutes specifically described in the foregoing Paragraph and all other federal, state and local environmental, health or safety statutes, ordinances, codes, rules, regulations, orders, decrees, standards, policies and guidelines in effect now or in the future pertaining to Hazardous Materials.

(c) Lessee covenants that it shall not use, treat, store or dispose of, and shall not permit anyone else to use, treat, store or dispose of, whether temporarily or permanently, any Hazardous Materials at, on or beneath the Property in violation of any applicable Environmental Laws. In the event Lessee breaches the covenant contained in this Paragraph (c), Lessee shall, at its sole cost and expense, comply with all federal, state and local laws and requirements relating to the remediation of the situation.

(d) Lessee shall defend, indemnify and hold District harmless from and against any and all claims, liabilities, losses, damages, costs and expenses, arising from or relating directly or indirectly to the production, storage, release, discharge, presence, or existence (and/or required remediation) of any and all Hazardous Materials (from any cause whatsoever) in, on, under or about the Property from and after the Effective Date until the expiration or earlier termination of this Agreement except to the extent that such Hazardous Materials are placed on or released from the Property by District or District’s employees, agents or contractors. The indemnity obligation includes, but is not limited to, remedial, removal, response, abatement, cleanup, legal, investigative, and monitoring costs, penalties, fines and disbursements, (including, without limitations, reasonable attorneys’, consultants’, and experts’ fees) of any kind whatsoever, which may at any time be imposed upon or incurred by the District under this Section arising, directly or indirectly, (i) from requirements of any federal, state or local environmental law; (ii) in connection with claims by government authorities or third parties related to the condition of the Property; and/or (iii) from the failure of Lessee, its agents, officers, employees, or invitees, or any other party connected with Lessee, to obtain, maintain, or comply with any environmental requirement, ordinance, rule, permit, law, statute or regulation.

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(e) The terms and provisions of this Section 16 shall survive the expiration or earlier termination of this Agreement.

17. Compliance with California Environmental Quality Act; Contingency Period. At Lessee's sole cost and expense, Lessee shall obtain all approvals required under CEQA, keep District informed of the status of such matters, and notify District at such times as Lessee obtains (or is denied) such approvals. District hereby agrees, at no cost or expense to District, to reasonably cooperate with Lessee in its efforts to obtain the approvals and to execute such documents and other matters as may be reasonably required to obtain the approvals. In the event CEQA approvals have not been obtained by _____, 2016 ("CEQA Contingency Period"), District may terminate this Agreement upon written notice to Lessee. In the event of such termination, Lessee shall not be entitled to any refund or reimbursement for any costs expended in furtherance of obtaining CEQA approvals. Lessee undertakes seeking CEQA approvals at its sole cost, expense and risk. In no way limiting the indemnification language set forth above, Lessee shall defend, indemnify and hold harmless District from and against any and all claims resulting from the processing and approval of any and all environmental approvals under CEQA or any other applicable law. Such indemnification shall include, and shall not be limited to, all foreseeable and unforeseeable damages, fees, costs, losses and expenses, including any and all reasonable attorneys' fees and consultant fees and investigation costs and expenses, arising therefrom, and including fines and penalties of any nature whatsoever, assessed, levied or asserted against the District.

18. General Provisions.

18.1 Entire Agreement and Modification. This Agreement contains the entire agreement between the Parties, and supercedes all prior agreements (whether oral or written) of the Parties. No provision of this Agreement may be amended or varied except by an agreement in writing signed by both Parties.

18.2 Consent of District. Neither the District's execution of this Agreement nor any consent or approval given by the District hereunder in its capacity as a Party to this Agreement shall waive, abridge, impair or otherwise affect the District's powers and duties as a governmental body. Any requirements under this Agreement that Lessee obtains consents or approvals of the District are in addition to and not in lieu of any requirements of law that Lessee obtains approvals or permits.

18.3 Attorneys' Fees. If any legal action is necessary to enforce any of the terms or conditions of this Agreement, each party shall bear their own attorneys' fees.

18.4 No Brokers. The District and Lessee each represents to the other that it has not employed or dealt or negotiated with any broker or real estate agent in connection with the negotiation, execution and/or delivery of this Agreement and agrees to indemnify, defend and hold the other harmless from and against any and all claims made in connection therewith as a result of any acts or communications of such Party.

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The indemnity obligations set forth in this Section 17.4 shall survive the expiration or earlier termination of this Agreement.

18.5 District Liability. If at any time the District shall fail to perform or pay any covenant or obligation on its part to be performed or paid under this Agreement, and as a consequence thereof Lessee shall recover a money judgment against the District, such judgment shall be enforced against and satisfied only out of the District's interest in the Property.

18.6 Invalidity. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

18.7 Time of Essence. Time is of the essence of this Agreement.

18.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

18.9 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between the District and Lessee, it being expressly understood and agreed that neither the payment of rent nor any act of the parties hereto shall be deemed to create any relationship between the District and Lessee other than the relationship of landlord and tenant.

18.10 Successors and Assigns. Subject to the limitations on Lessee's right to assign, sublet, hypothecate, mortgage, or otherwise transfer or dispose of its interest in this Agreement or the Property, the provisions of this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the District and Lessee. Upon the sale, transfer or other disposition of the Property and assignment of its interest in this Agreement by the District, the District shall have no further obligations or liabilities under this Agreement thereafter.

18.11 Authority. The District and Lessee each represents to the other that it has full power and authority to execute and perform this Agreement.

18.12 Access by the District. The District or its authorized representatives may, from time to time upon reasonable advance notice to Lessee and at any reasonable hour, enter upon and inspect the Property to ascertain compliance with this Agreement, but without obligation to do so or liability therefor. The District or its authorized representatives may also access the Property from time to time without notice to Lessee in order to cure a Lessee default under this Agreement in accordance with its rights hereunder.

DRAFT

18.13 Governing Law. This Agreement shall be governed by the laws of the State of California, with venue in Marin County, California.

18.14 No Construction against Drafting Party. The rule of construction that ambiguities are resolved against the drafting party shall not apply to this Agreement, and each Party hereto represents and warrants that it has been advised by legal counsel in connection with the drafting and negotiation of this Agreement.

[SIGNATURES ON NEXT PAGE]

DRAFT

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

ROSS VALLEY SCHOOL DISTRICT

By: _____

Superintendent

ATTEST:

By: _____
_____, Secretary

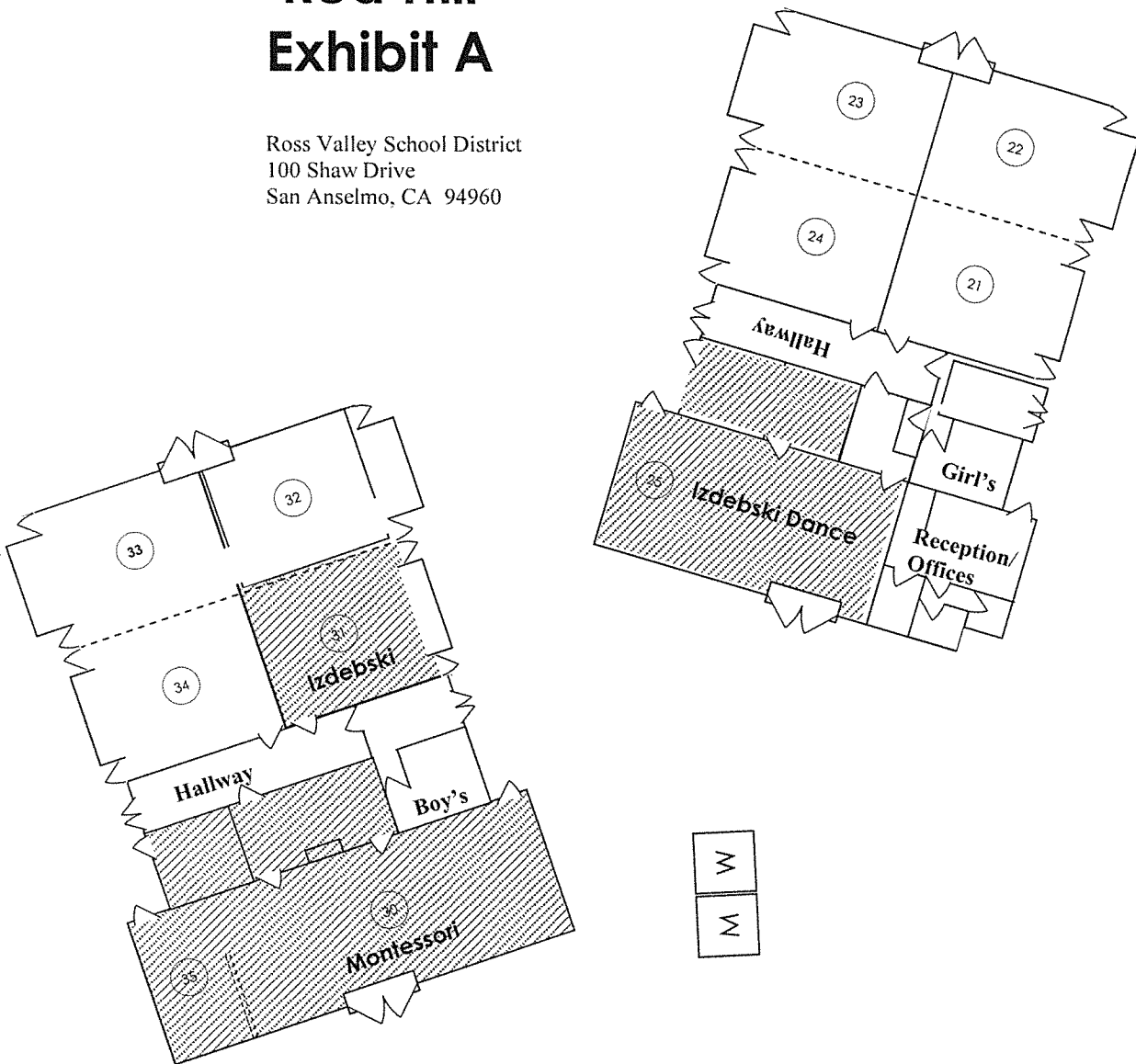
[LESSEE]

By: _____

By: _____

Red Hill Exhibit A

Ross Valley School District
100 Shaw Drive
San Anselmo, CA 94960



Not drawn to scale.

Red Hill - Space Available

BUILDING B	Square Feet	Annual Rental Amount
Reception/Offices	806	
Girls Restroom	207	
Faculty Restroom	32	
Custodial Room	137	
Classroom 21	880	
Classroom 22	928	
Classroom 23	928	
Classroom 24	880	
Hallway	600	
	<hr/> 5,398	\$ 82,689

BUILDING C	Square Feet	
Classroom 32	928	
Classroom 33	928	
Classroom 34	880	
Boys Restroom	207	
Hallway	600	
Storage	56	
	<hr/> 3,599	\$ 55,130

PORTABLES	Square Feet	
Portable 1	960	
Portable 2	960	
Portable 3	960	
Restrooms	200	
	<hr/> 3,080	\$ 47,181

Total Square Feet	12,077	
	\$ 185,000	\$ 185,000

Annual Cost Per S.F. \$ 15.32

DISCLOSURE SHEET

1. Asbestos on the property
2. Built in the 60s
3. ADA bathroom and path of travel issues
4. HVAC system may not be working
5. Maintenance for roofing may be required
6. Certain upgrades from deterioration may exist
7. PCBs may exist in the ballasts
8. Lights may not be working and may need replacement
9. May not meet drop off and turnaround requirements applicable to schools today
10. Dry rot or terminate damage may have occurred, so an inspection to review may be necessary
11. No representations about future expansion or ability to obtain approvals for expansion
12. Lead paint may be in the building
13. Limited space for playgrounds and outdoor activities

Asbestos Science Technologies, Inc.

P.O. Box 505

Bangor, CA 95914

(530) 518-0934

astinc17@yahoo.com

Red Hill

100 Shaw Drive

San Anselmo, CA. 94960

Three-Year Asbestos Inspection

Conducted -- May 28, 2014

Laurie Warren, An accredited asbestos inspector and Certified Site Surveillance Technician, using EPA AHERA guidelines, has conducted the three year re-inspection of this facility. The management plan is being updated for this school as part of this inspection.

A new annual notice form has also been provided for the district to follow.

A new respirator program has been added for compliance reasons as well as a new medical program.

A new short term worker notification form has been generated which will need to be given to all contractors that may disturb asbestos during the course of their work.

New forms have been generated for record keeping and disposal requirements.

A new six-month surveillance form has been provided which will need to be signed and dated every six months. Changes in the condition of the material at this district will be attached to that form.

All known or assumed asbestos containing material were visually inspected and touched if necessary to determine condition and friability.

Asbestos free areas will not be a topic of this inspection except for the purpose of eliminating them from the management plan.

Note: Before proceeding with any remodeling, renovation or demolition project, check with the designated person at your school, so he/she can determine whether or not the area is asbestos containing by referring to the management plan. This is not always fool proof, as all areas in a school may not have been sampled. Prior to work being done on these areas, an accredited inspector will need to take samples and send them to an accredited laboratory for analysis.

There are asbestos floor tiles and mastic in the following areas (1) Main Hallway (2) Room 32. The tile in the main building is in poor condition and should be abated when funds become available.

There are transite asbestos panels on the exterior of room 33. This material is in good condition under EPA AHERA standards.

Disclaimer: All materials that may be behind walls, in ceilings or under un-accessible floors are not considered to be part of this inspection. There may be remaining asbestos containing materials in this school which cannot be accessed at this time. In no way does this inspection preclude this possibility.

This fulfills the requirement for the three-year asbestos inspection as is required by AHERA.

Response Actions Required -No.

This report prepared by Floyd E. Warren C.A.C. # 09-4590

Floyd Warren

10F2



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www.slabinc.com e-mail: info@slabinc.com

WorkOrderKey
V: 1012 1012037

Submitting Co.	Asbestos Science Technologies, Inc.	Lab W/O#	
P.O. Box 505 Banger, CA. 95014	Acct #	4038	Fax / Email astine17@yahoo.com
Project Name:	Red Hill School		
Project Location:	San Anselmo, CA		
Project Number:			
PO Number:			

Turn Around Time	Matrix / Sample Type (Select ONE)	Tests / Analytes (Select ALL that Apply)																		
<input type="checkbox"/> 2 hours* <input type="checkbox"/> Same day* <input type="checkbox"/> 1 business day* <input type="checkbox"/> 2 business days* <input type="checkbox"/> 3 business days* <input checked="" type="checkbox"/> 5 business days* <input type="checkbox"/> Fast TCLP (10d) <input type="checkbox"/> 2 Week end* *not available for all tests Schedule rush organics, multi-metals & weekend tests in advance.	All samples on form should be of SAME matrix type. Use additional forms as needed. <table border="0"><tr><td><input type="checkbox"/> Air</td><td><input type="checkbox"/> Solid</td></tr><tr><td><input type="checkbox"/> Aqueous</td><td><input type="checkbox"/> Waste</td></tr><tr><td><input checked="" type="checkbox"/> Bulk</td><td><input type="checkbox"/> Wastewater</td></tr><tr><td><input type="checkbox"/> Hi-Vol Filter (PM10)</td><td><input type="checkbox"/> Water, Drinking</td></tr><tr><td><input type="checkbox"/> Hi-Vol Filter (TSP)</td><td><input type="checkbox"/> Compliance</td></tr><tr><td><input type="checkbox"/> Oil</td><td><input type="checkbox"/> Wipe</td></tr><tr><td><input type="checkbox"/> Paint</td><td><input type="checkbox"/> Wipe, Composite</td></tr><tr><td><input type="checkbox"/> Sludge</td><td><input type="checkbox"/></td></tr><tr><td><input type="checkbox"/> Soil</td><td><input type="checkbox"/></td></tr></table>	<input type="checkbox"/> Air	<input type="checkbox"/> Solid	<input type="checkbox"/> Aqueous	<input type="checkbox"/> Waste	<input checked="" type="checkbox"/> Bulk	<input type="checkbox"/> Wastewater	<input type="checkbox"/> Hi-Vol Filter (PM10)	<input type="checkbox"/> Water, Drinking	<input type="checkbox"/> Hi-Vol Filter (TSP)	<input type="checkbox"/> Compliance	<input type="checkbox"/> Oil	<input type="checkbox"/> Wipe	<input type="checkbox"/> Paint	<input type="checkbox"/> Wipe, Composite	<input type="checkbox"/> Sludge	<input type="checkbox"/>	<input type="checkbox"/> Soil	<input type="checkbox"/>	Asbestos Air / Fiber Counts <input type="checkbox"/> PCM (NIOSH 7400) <input type="checkbox"/> TEM (AHERA) <input type="checkbox"/> TEM (EPA Level II) <input type="checkbox"/> Miscellaneous Tests <input type="checkbox"/> Total Dust (NIOSH 0500) <input type="checkbox"/> Resp. Dust (NIOSH B500) <input type="checkbox"/> Silica - FTIR (NIOSH 7602) <input type="checkbox"/> Silica - XRD (NIOSH 7500) <input type="checkbox"/> Mold Analysis Asbestos Bulk / Air-BI <input checked="" type="checkbox"/> PLM (EPA 600/R-93/116) <input type="checkbox"/> PLM (EPA Point Count) <input type="checkbox"/> PLM (Qualitative only) <input type="checkbox"/> NYELAP 188.1/4/6 <input type="checkbox"/> CAELAP (EPA Interim) <input type="checkbox"/> TEM (Chatfield) FOR ASBESTOS AIR: TYPE OF RESPIRATOR USED: Metals/Total Conc. <input type="checkbox"/> Lead <input type="checkbox"/> RCRA Metals <input type="checkbox"/> Metals-Extract <input type="checkbox"/> TCLP / Lead <input type="checkbox"/> TCLP / RCRA Metals <input type="checkbox"/> TCLP / Full (w/ organics) Others <input type="checkbox"/>
<input type="checkbox"/> Air	<input type="checkbox"/> Solid																			
<input type="checkbox"/> Aqueous	<input type="checkbox"/> Waste																			
<input checked="" type="checkbox"/> Bulk	<input type="checkbox"/> Wastewater																			
<input type="checkbox"/> Hi-Vol Filter (PM10)	<input type="checkbox"/> Water, Drinking																			
<input type="checkbox"/> Hi-Vol Filter (TSP)	<input type="checkbox"/> Compliance																			
<input type="checkbox"/> Oil	<input type="checkbox"/> Wipe																			
<input type="checkbox"/> Paint	<input type="checkbox"/> Wipe, Composite																			
<input type="checkbox"/> Sludge	<input type="checkbox"/>																			
<input type="checkbox"/> Soil	<input type="checkbox"/>																			

Sample #	Date Sampled	Time Sampled	Sample Identification (Employee, SSN, Bldg, Material, Type ¹)	Wiped Area (ft ²)	pH / Temp *	Time ² Start	Time ² Stop	Flow Rate ³ Start	Flow Rate ³ Stop	Total ⁴ Air
1	5/28/14		main office - joint compound & sheetrock							
2			mechanical rm - sheetrock							
3			main hall - brown tile & mastic							
4			main hall - cream tile & mastic							
5			rm 24 - sheetrock							
6			rm 82 - brown tile & mastic							
7			rm 82 - cream tile & mastic							
8			rm 82 - baseboard mastic							
9			rm 82 - wall material							
10			ext. by rm 83 - transite panel							
11			ext. window putty							
12			portable - 12 x 12 floor tile							

Type: A=area B=blank P=personal E=excursion		Beginning/End of Sample Period	Pump Calibration in Liters/Minute	Volume in Liters (time in min * flow in L/min)
Sampled by L. Warren	Relinquished to lab by L. Warren	NAME	SIGNATURE	DATE/TIME
SIGNATURE	SIGNATURE			
DATE/TIME	DATE/TIME			
<input type="checkbox"/> Sample return requested <input type="checkbox"/> Ambient temp <input type="checkbox"/> Ice <input type="checkbox"/> CI <input type="checkbox"/> R/S/S/X		<input type="checkbox"/> Receive a physical copy of report.		
* Temperature taken with IR Gun A. ** Required.		Chain-of-Custody documentation continued internally within lab. Terms and conditions page 2.		

3

Zof2

Submitting Co. Asbestos Science Technologies, Inc.		Lab Work # 1038-14-800	Phone 830-518-0934
P.O. Box 505 Banger, CA. 95914		Acct # 4028	Fax / Email astinc17@yahoo.com
State of California		State of California	<input type="checkbox"/> or <input type="checkbox"/> No
Project Name: Red Hill School	Special Instructions (include requests for special reporting or data packages)		
Project Location: San Anselmo, CA			
Project Number:			
PO Number:			

Turn Around Time	Matrix / Sample Type (Select ONE)	Tests / Analysis (Select ALL that Apply)			
<input type="checkbox"/> 2 hours*	<i>All samples on form should be of SAME matrix type. Use additional forms as needed.</i> <input type="checkbox"/> Air <input type="checkbox"/> Solid <input type="checkbox"/> Aqueous <input type="checkbox"/> Waste <input type="checkbox"/> Bulk <input type="checkbox"/> Wastewater <input type="checkbox"/> HI-Vol Filter (PM10) <input type="checkbox"/> Water, Drinking <input type="checkbox"/> HI-Vol Filter (TSP) <input type="checkbox"/> Compliance <input type="checkbox"/> Oil <input type="checkbox"/> Wipe <input type="checkbox"/> Paint <input type="checkbox"/> Wipe, Composite <input type="checkbox"/> Sludge <input type="checkbox"/> <input type="checkbox"/> Soil <input type="checkbox"/>	Asbestos Air / Fiber Counts	Asbestos Bulk / Ash ID	Metals - Total Conc.	
<input checked="" type="checkbox"/> Same day*		<input type="checkbox"/> PCM (NIOSH 7400)	<input checked="" type="checkbox"/> PLM (EPA 800/R-93/116)	<input type="checkbox"/> Lead	
<input type="checkbox"/> 1 business day*		<input type="checkbox"/> TEM (AHERA)	<input type="checkbox"/> PLM (EPA Point Count)	<input type="checkbox"/> RCRA Metals	
<input type="checkbox"/> 2 business day*		<input type="checkbox"/> TEM (EPA Level II)	<input type="checkbox"/> PLM (Cumulative only)	<input type="checkbox"/> _____	
<input type="checkbox"/> 3 business days*		<input type="checkbox"/>	<input type="checkbox"/> NYELAP 198.1/41.6	<input type="checkbox"/> _____	
<input checked="" type="checkbox"/> 5 business days*		Miscellaneous Tests	<input type="checkbox"/> CAELAP (EPA Interim)	Metals - Extract	
<input type="checkbox"/> Full TCLP (10d)		<input type="checkbox"/> Total Dust (NIOSH 0500)	<input type="checkbox"/> TEM (Chattfield)	<input type="checkbox"/> TCLP / Lead	
<input type="checkbox"/> Weekend*		<input type="checkbox"/> Resp. Dust (NIOSH 0600)	<input type="checkbox"/>	<input type="checkbox"/> TCLP / RCRA Metals	
* not available for all tests		<input type="checkbox"/> Silica - FTIR (NIOSH 7602)	FOR ASBESTOS AIR:	<input type="checkbox"/> TCLP / Full (w/ organics)	
Schedule rush organics, multi-metals & weekend tests in advance.		<input type="checkbox"/> Silica - XRD (NIOSH 7500)	TYPE OF RESPIRATOR	Others: _____	
		<input type="checkbox"/> Mold Analysis	USED:	<input type="checkbox"/>	

[illegible]

1. Type: <u>Area B-blank Personal Excursion</u>		2. Beginning/End of Sample Period		3. Pump Calibration in Liters/Minute		4. Volume in Liters [time in min * flow in L/min]	
Sampled by of <u>L. Warren</u> SIGNATURE <u>L. Warren</u> DATE/TIME <u>5/28/14</u>		Relinquished to lab by NAME <u>L. Warren</u> SIGNATURE <u>L. Warren</u> DATE/TIME _____		Sample Disposal If samples over 60L, weight (Puffy is Fee Schedule) <input type="checkbox"/> Return to Sender (shipping fee) <input type="checkbox"/> Disposal by lab (see fee)		Shipping Methods <input type="checkbox"/> EX <input type="checkbox"/> HO <input type="checkbox"/> OB <input type="checkbox"/> USM Wt: <u>8.26</u>	
<input type="checkbox"/> Sample return requested		<input type="checkbox"/> Ambient temp		<input type="checkbox"/> Ice		<input type="checkbox"/> Receive a physical copy of report.	

* Temperature taken with IR Gun A. * Required.

Chain of Custody documentation continued internally within lab. Terms and conditions page 2.

2.

SCHNEIDER LABORATORIES GLOBAL

INCORPORATED

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LABORATORY ANALYSIS REPORT

Asbestos Identification by EPA Method* 600/R-93/116; EPA 600/M4-82-020

ACCOUNT #: 4038-14-809
CUSTOMER: Asbestos Science Technologies, Inc
ADDRESS: 191 Hazel Street
Gridley, CA 95948
PROJECT NAME: Red Hill School
JOB LOCATION: San Anselmo, CA
PROJECT NO.:
PO NO.:

DATE COLLECTED: 5/28/2014
DATE RECEIVED: 5/30/2014
DATE ANALYZED: 6/5/2014
DATE REPORTED: 6/6/2014

SampleType: BULK

Customer Sample No.	SLI Sample/ Layer ID	Sample Identification/ Layer Name	PLM Analysis Results	
			Asbestos Fibers	Other Materials
1	32225872	Main Office		
Layer 1:	Sheetrock White, Powdery		None Detected	3% CELLULOSE FIBER 97% NON FIBROUS MATERIAL
Layer 2:	Joint Compound White, Granular		None Detected	100% NON FIBROUS MATERIAL
2	32225873	Mechanical Rm		
Layer 1:	Sheetrock White, Powdery		None Detected	8% CELLULOSE FIBER 92% NON FIBROUS MATERIAL
3	32225874	Main Hall		
Layer 1:	Tile Brown, Organically Bound		3% CHRYSOTILE	97% NON FIBROUS MATERIAL
Layer 2:	Mastic Black, Bituminous		2% CHRYSOTILE	98% NON FIBROUS MATERIAL
4	32225875	Main Hall		
Layer 1:	Tile Cream, Organically Bound		3% CHRYSOTILE	97% NON FIBROUS MATERIAL

Total Number of Pages in Report: 3

Results relate only to samples as received by the laboratory.

Visit www.slabinc.com for current certifications.

Accrediting bodies: AIHA-LAP, LLC 100527, NVLAP 101150-0, VELAP/NELAC 460135 - Call laboratory for current national and state certifications.

Method reporting limit is 1%. PLM analysis is based on Visual Estimation and NESHAP recommends that any asbestos content less than 1 percent be verified by PLM Point Count or TEM Analysis. This report must not be reproduced except in full with the approval of the laboratory.

Customer Sample No.	SLI Sample/ Layer ID	Sample Identification/ Layer Name	PLM Analysis Results	
			Asbestos Fibers	Other Materials
	Layer 2:	Mastic Black, Bituminous	2% CHRYSOTILE	98% NON FIBROUS MATERIAL
5	32225876	Rm 24		
	Layer 1:	Sheetrock White, Powdery	None Detected	5% MINERAL/GLASS WOOL 95% NON FIBROUS MATERIAL
6	32225877	Rm 32		
	Layer 1:	Tile Brown, Organically Bound	3% CHRYSOTILE	97% NON FIBROUS MATERIAL
	Layer 2:	Mastic Black, Bituminous	2% CHRYSOTILE	98% NON FIBROUS MATERIAL
7	32225878	Rm 32		
	Layer 1:	Tile/Mastic Cream/Black, Org. Bound/Bituminous Unable to separate individual layers.	4% CHRYSOTILE	96% NON FIBROUS MATERIAL
8	32225879	Rm 32		
	Layer 1:	Baseboard Red, Rubbery	None Detected	100% NON FIBROUS MATERIAL
	Layer 2:	Baseboard Mastic Brown, Brittle	None Detected	92% NON FIBROUS MATERIAL 8% WOLLASTONITE
9	32225880	Rm 32		
	Layer 1:	Wall Material Beige, Soft	None Detected	2% CELLULOSE FIBER 98% NON FIBROUS MATERIAL
10	32225881	Ext By Rm 33		
	Layer 1:	Transite Gray, Hard	25% CHRYSOTILE	75% NON FIBROUS MATERIAL
11	32225882	Ext Window		
	Layer 1:	Putty White, Brittle	None Detected	100% NON FIBROUS MATERIAL

Total Number of Pages in Report: 3

Results relate only to samples as received by the laboratory.

Visit www.slabinc.com for current certifications.

Accrediting bodies: AIHA-LAP, LLC 100527, NVLAP 101150-0, VELAP/NELAC 460135 - Call laboratory for current national and state certifications.

Method reporting limit is 1%. PLM analysis is based on Visual Estimation and NESHAP recommends that any asbestos content less than 1 percent be verified by PLM Point Count or TEM Analysis. This report must not be reproduced except in full with the approval of the laboratory.

Customer Sample No.	SLI Sample/ Layer ID	Sample Identification/ Layer Name	PLM Analysis Results	
			Asbestos Fibers	Other Materials
	32225883	Portable Floor Tile		
	Layer 1: Floor Tile Gray, Organically Bound		None Detected	100% NON FIBROUS MATERIAL
	Layer 2: Mastic Yellow, Soft		None Detected	100% NON FIBROUS MATERIAL
13	32225884	Portable Baseboard Mastic		
	Layer 1: Baseboard Mastic Yellow, Soft		None Detected	2% CELLULOSE FIBER 98% NON FIBROUS MATERIAL

Reel Hashim

Analyst:

Reel Hashim

Hind Eldanaf

Reviewed By:

Hind Eldanaf, Microscopy Supervisor

Total Number of Pages in Report: 3

Results relate only to samples as received by the laboratory.

Visit www.slabinc.com for current certifications.

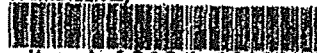
Accrediting bodies: AIHA-LAP, LLC 100527, NVLAP 101150-0, VELAP/NELAC 460135 - Call laboratory for current national and state certifications.

Method reporting limit is 1%. PLM analysis is based on Visual Estimation and NESHAP recommends that any asbestos content less than 1 percent be verified by PLM Point Count or TEM Analysis. This report must not be reproduced except in full with the approval of the laboratory.

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www.slabin.com e-mail: info@slabin.com

WorkOrderKey



V: \ 1012 \ 1012039

Submitting Co. Asbestos Science Technologies, Inc.		Lab WOF 4038-14-811	Phone
P.O. Box 505 Bangor, CA. 95914		Acct # 4038	Fax / Email astinc17@yahoo.com
		State of Collection CA	ICert. Required <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Name: Red Hill - Montessori		Special Instructions (include requests for special reporting or data packages)	
Project Location: San Anselmo, CA			
Project Number:			
PO Number:			

Turn Around Time	Matrix / Sample Type (Select ONE)	Tests / Analytes (Select ALL that Apply)			
<input type="checkbox"/> 2 hours* <input type="checkbox"/> Same day* <input type="checkbox"/> 1 business day* <input type="checkbox"/> 2 business day* <input type="checkbox"/> 3 business days* <input checked="" type="checkbox"/> 5 business days* <input type="checkbox"/> Full TCLP (100) <input type="checkbox"/> Weekend* * not available for all tests Schedule rush organics, metals & weekend tests in advance.	<i>All samples on form should be of SAME matrix type. Use additional forms as needed.</i> <input type="checkbox"/> Air <input type="checkbox"/> Solid <input type="checkbox"/> Aqueous <input type="checkbox"/> Waste <input checked="" type="checkbox"/> Bulk <input type="checkbox"/> Wastewater <input type="checkbox"/> Hi-Vol Filter (PM10) <input type="checkbox"/> Water, Drinking <input type="checkbox"/> Hi-Vol Filter (TSP) <input type="checkbox"/> Compliance <input type="checkbox"/> Oil <input type="checkbox"/> Wipe <input type="checkbox"/> Paint <input type="checkbox"/> Wipe, Composites <input type="checkbox"/> Sludge <input type="checkbox"/> _____ <input type="checkbox"/> Soil <input type="checkbox"/> _____	Asbestos Air / Fiber Counts <input type="checkbox"/> PCM (NIOSH 7400) <input type="checkbox"/> TEM (AHERA) <input type="checkbox"/> TEM (EPA Level II) <input type="checkbox"/> _____ Miscellaneous Tests <input type="checkbox"/> Total Dust (NIOSH D500) <input type="checkbox"/> Resp. Dust (NIOSH D600) <input type="checkbox"/> Silica - FTK (NIOSH 7602) <input type="checkbox"/> Silica - XRD (NIOSH 7500) <input type="checkbox"/> Mold Analytcs	Asbestos Bulk / Asst ID <input checked="" type="checkbox"/> PLM (EPA 600/R-93/118) <input type="checkbox"/> PLM (EPA Point Count) <input type="checkbox"/> PLM (Qualitative only) <input type="checkbox"/> NYELAP 188.11.42.6 <input type="checkbox"/> CAELAP (EPA Interim) <input type="checkbox"/> TEM (Chattfield)	Metals - Total Conc. <input type="checkbox"/> Lead <input type="checkbox"/> RCRA Metals <input type="checkbox"/> _____ <input type="checkbox"/> _____ Metals - Extract <input type="checkbox"/> TCLP / Lead <input type="checkbox"/> TCLP / RCRA Metals <input type="checkbox"/> TCLP / Full (w/ organics) <input type="checkbox"/> Others _____ <input type="checkbox"/> _____	
			FOR ASBESTOS AIR: TYPE OF RESPIRATOR USED:		

[illegible]

Type: A=area B=back E=excursion	Beginning/End of Sample Period	Pump Calibration in Liters/Minute	Volume in Liters (Time in min) * flow in L/min
Sampled by NAME <u>L. Warren</u> SIGNATURE <u>[Signature]</u> DATE/TIME <u>5/20/14</u>	Relinquished to lab by NAME <u>L. Warren</u> SIGNATURE <u>[Signature]</u> DATE/TIME _____	<u>8/10/14 9:250</u> <u>Von</u>	Sample Disposal <small>If samples over ref. weight, Refer to Fed Edmundo.</small> <input type="checkbox"/> Return to Sender (shipping fee) <input type="checkbox"/> Disposal by lab (fee)
			Shipping Methods <input checked="" type="checkbox"/> FX <input type="checkbox"/> UPS <input type="checkbox"/> USM <input type="checkbox"/> HD <input type="checkbox"/> PA WB: <u>Phy</u>
<input type="checkbox"/> Sample return requested <input type="checkbox"/> Ambient temp <input type="checkbox"/> Ice <input type="checkbox"/>		<input type="checkbox"/> Receive a physical copy of report.	

* Temperature taken with IR GUN A. ** Required.

Chain-of-Custody documentation continued internally within lab. Terms and conditions page 2.

4

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LABORATORY ANALYSIS REPORT

Asbestos Identification by EPA Method¹ 600/R-93/116; EPA 600/M4-82-020

ACCOUNT #: 4038-14-811
CUSTOMER: Asbestos Science Technologies, Inc
ADDRESS: 191 Hazel Street
Gridley, CA 95948
PROJECT NAME: Red Hill-Montessori
JOB LOCATION: San Anselmo, CA
PROJECT NO.:
PO NO.:

DATE COLLECTED: 5/28/2014
DATE RECEIVED: 5/30/2014
DATE ANALYZED: 6/4/2014
DATE REPORTED: 6/5/2014

SampleType: BULK

Customer Sample No.	SLI Sample/ Layer ID	Sample Identification/ Layer Name	PLM Analysis Results	
			Asbestos Fibers	Other Materials
1	32226081	Main Ofc		
Layer 1:	Sheetrock		None Detected	2% CELLULOSE FIBER
	White, Powdery			98% NON FIBROUS MATERIAL
2	32226082	Staff Kitchen		
Layer 1:	Joint Compound		None Detected	100% NON FIBROUS MATERIAL
	White, Granular			
3	32226083	Kitchen Area		
Layer 1:	Sheetrock		None Detected	2% CELLULOSE FIBER
	White, Powdery			98% NON FIBROUS MATERIAL
Layer 2:	Joint Compound		None Detected	100% NON FIBROUS MATERIAL
	White, Granular			
4	32226084	Staff Kitchen		
Layer 1:	Linoleum		None Detected	5% MINERAL/GLASS WOOL
	Green, Organically Bound			95% NON FIBROUS MATERIAL
Layer 2:	Mastic		None Detected	100% NON FIBROUS MATERIAL
	Brown, Soft			

Total Number of Pages in Report: 2

Results relate only to samples as received by the laboratory.

Visit www.slabinc.com for current certifications.

Accrediting bodies: AIHA-LAP, LLC 100527; NVLAP 101150-0; VELAP/NELAC 460135 - Call laboratory for current national and state certifications.

Method reporting limit is 1%. PLM analysis is based on Visual Estimation and NESHAP recommends that any asbestos content less than 0.1 percent be verified by PLM Point Count or TEM Analysis. This report must not be reproduced except in full with the approval of the laboratory.

Customer	SLI	Sample	PLM Analysis Results	
			Asbestos Fibers	Other Materials
Sample No.	Sample/ Layer ID	Identification/ Layer Name		
	32226085	Outside Main Room		
Layer 1:	Stucco		None Detected	100% NON FIBROUS MATERIAL
	Gray, Hard			

Analyst:

MOHAMMED B. HASHIM

Reviewed By:

Hind Eldanaf, Microscopy Supervisor

Total Number of Pages in Report: 2

Results relate only to samples as received by the laboratory.

Visit www.slabinc.com for current certifications.

Accrediting bodies: AIHA-LAP, LLC 100527, NVLAP 101150-0, VELAP/NELAC 460135 - Call laboratory for current national and state certifications.

Method reporting limit is 1%. PLM analysis is based on Visual Estimation and NESHAP recommends that any asbestos content less than 1 percent be verified by PLM Point Count or TEM Analysis. This report must not be reproduced except in full with the approval of the laboratory.

Annual Notice
Asbestos

To: All Custodial and Maintenance Personnel
Parent Teacher Association or other parent group
President of the Teacher Association

Subject: Asbestos related activities
AHERA requirements

This notice covers the period from June 3, 2014 through June 3, 2015. The asbestos related activities in the Ross Valley Unified School District during the subject period include the following:

1. Six month inspections will be conducted in the District. These will be done by _____ who has been trained to perform such activity. Written documentation will be produced as a result of these inspections. The focus of these inspections is to determine if the condition of the asbestos has changed since the last inspection and to determine response actions.
2. The designated person for the School District is _____. Questions about asbestos can be directed to him/her.
3. There are no planned abatement projects during the above period of time. All projects that do occur will have reports of the abatement including specifications and air monitoring results that will be available for public inspection. All abatement that occurs will cause a revision in the management plan to delete any asbestos, which is no longer present. O & M operations will also be noted.
4. Before doing any remodeling work at your site, check with the designated person at your site, so he can determine whether or not the area contains asbestos. Any extra samples that need to be taken in this facility will need to be done by an accredited EPA asbestos inspector. All response actions will need to be implemented by a Certified Asbestos Consultant licensed through OSHA. Any activities, which might involve asbestos removal, should first go through the designated person at your site as to cause appropriate actions to take place.

A copy of the management plan for this facility is available during normal business hours in the district office. Appointments to examine the plans must be made in advance and an appointment must be scheduled.

This notice is provided as required by AHERA.

PERIODIC SURVEILLANCE SCHEDULE

Pursuant to Title 40 CFR Part 763 Subpart E, Section 763.92 [Training and Periodic Surveillance] and the Management Plan's O&M Program [Routine Surveillance and Re-inspections section], a qualified representative of the District is required to ensure that all of the buildings which have asbestos-containing building material [ACBM'S] are routinely investigated to report changes in the condition of these materials.

The Following schedule is provided to document that these facility-wide surveillance activities are performed on a routine basis within the indicated intervals. Surveillance must be performed on or before each date indicated and continued in a periodic fashion every six [6] months thereafter.

	SURVEILLANCE DATE	DATE EXECUTED	AUTHORIZED SIGNATURE
1	6/1/14	6-24-2014	SA
2	12/1/14	12-22-2014	SA
3	6/1/15	10-24-2015	SA
4	12/1/15	12-1-2015	SA
5	6/1/16		
6	12/1/16		
7	6/1/17		
8	12/1/17		
9	6/1/18		
10	12/1/18		

Note: Any change in the condition of the materials must have an explanation, date and area of the change attached to the back of this sheet. Please follow the most current 3 year re-inspection narrative to determine where the asbestos at your facilities and properties still exists.

Ross Valley Unified School District Disposal Procedures-Record Keeping

Disposal of all hazardous asbestos waste materials is done in accordance with Federal and State Regulations. Waste materials must be disposed of at an active site that has been approved by the state and EPA for accepting hazardous asbestos containing materials.

Documents: For each project involving hazardous asbestos waste from the district will fill out the appropriate waste disposal forms that will be signed by the landfill operator and placed in a project log for easy access and review. These documents will be maintained for a period of not less than thirty (30) years.

All hazardous asbestos waste will be disposed of in properly labeled containers. The actual wording on bags or drums shall be.

DANGER	As per CCR 1529
CONTAINS ASBESTOS FIBERS	Subchapter (8) labels
AVOID CREATING DUST	(A) (B) & C
CANCER AND LUNG DISEASE	

Note: Some projects may require special containers (i.e. 55 gallon drums) to be used for disposal of hazardous asbestos containing materials. When such is the case, the district will comply with all regulations pertaining to the correct waste disposal procedures. All hazardous asbestos containing material is required to be removed and bagged wet. All hazardous asbestos waste must be double bagged as part of the process. In between the two layers of bags a generator label is required to be placed with the manifest # showing thereon as well as the name and address of the generator, who would be Ross Valley Unified School District.

These guidelines are subject to modification due to changes in Federal, State and Local regulations pertaining to the asbestos industry.

Should there be any questions pertaining to these guidelines, please feel free to contact Asbestos Science Technologies, Inc. P.O. Box 505, Bangor, Ca. 95914. Phone number (530) 518-0934

RECORDKEEPING OF MANAGEMENT PLAN

The School District will maintain all records in accordance with Part 763.94 including but not limited to the following.

1. Maintain and keep an updated copy of the management plan in the District Office for each facility under its administrative control and will be available without restriction to the public, facility personnel and their representatives, and representatives of the EPA and the State, for inspection during normal working hours.
2. Each facility within the Districts' jurisdiction will maintain an updated copy of the management plan which will be available for inspection.
3. The facilities within its jurisdiction will maintain accurate records of relevant events with the management Plan and will include the following information:
 - A. Response Actions and prevention measures
 - B. Training of personnel
 - C. Periodic Surveillance
 - D. Reinspections and assessments
 - E. Cleaning activities
 - F. Small Scale, short duration operation and maintenance activities
 - G. All operation and maintenance activities other than small scale, short duration activities
 - H. Any fiber release episodes .

All records will be retained at the District Office as part of this Management Plan.

Each area where ACBM has been removed, the records will be kept for a period of three years or until the next required reinspection.

A record keeping checklist will be developed in accordance with 763.94.

After the expiration of Response Action activities and re-inspections, these records will be retained for a period of 30 years.

Ross Valley Unified School District
RESPIRATORY PROTECTIONS PROGRAM FOR ASBESTOS

Prepared by:

Asbestos Science Technologies, Inc.
P. O. Box 505
Bangor, Ca. 95914
530-518-0934

Introduction

In accordance with Title 8, General Industrial Safety Orders, Section 5144 and OSHA standards, Section 1910.134, the district has prepared and adopted this policy and procedure for use of respirators for personal protection.

The district staff using respirators shall receive training and certifications as outlined by this policy before any use of respirators is allowed.

This training and certification is designed to ensure the proper fit, care and use of respirators by all persons. The improper use and care of respirators can result in personal exposure while wearing and using respirators.

This program will provide personal protection for all district staff and ensure a safer work place.

Whenever possible, respiratory hazards or any other safety or health hazard should be engineered out of the district environment. The safest environment is a hazard free environment. With the increasing use of sprays, chemicals, cleaners, paints, and solvents in both the home and work environment it is impossible to avoid all potentially hazardous materials. Because it is not possible to eliminate the hazardous environment completely, a properly chosen respirator can be an effective way to reduce employee exposures to hazardous materials. The following district program will provide the employee with the skills necessary to properly use a respirator.

Physician Statement

The district, as part of its routine pre-employment physical examination, will include a respiratory examination and obtain a written report from a physician that the employee is fit to work and wear a respirator. This will only be done for those employees that would be required to wear a respirator as part of their employment activities.

This exam will be automatic for all maintenance and custodial staff that come in contact with hazardous asbestos materials and will be provided for any other staff that may have a need to wear a respirator. Each department head will be responsible for submitting a list of positions that may require use of respirators.

The district will ensure that these positions receive the proper physical examinations during pre-employment.

Employees with the district who have not received the training will be scheduled for examination and training within 60 days of the approval of this procedure.

Respirator Selection

--Respirators will be assigned and fit checked to each individual. This will ensure his or her best protection and maintain the highest degree of hygiene.

--Proper selection of the respirator shall be made in accordance with the guidance of ANSI-2 88.2-1980.

--In choosing a respirator, care must be taken to consider the nature and extent of the hazardous environment and the type of work being performed. Respirators, filters, cleaning materials are all stocked in the district warehouse. No respirators will be issued unless employee has completed training and is on the approved respirator use list.

--There is only one type of exposure district maintenance and custodial staff can expect to encounter during routine work conditions.

The exposure would be to Particulate asbestos contamination, which would occur during asbestos removal and maintenance. This can take the form of airborne dust or asbestos containing pieces.

The proper size facemask must be used for each employee and the proper filter cartridge must be used for the exposure anticipated.

Detailed facemask fit checks will be provided as part of the training as well as proper selection of filter cartridges.

In general, two filter cartridges will provide protection as follows: filters are color coded and numbered to indicate which contaminate they are designed to protect against.

Purple or Magenta will provide respiratory protection for particulate exposures. Black will provide respiratory protection for vapor exposures. Filters can be used together to provide protection from both types of exposure, however:

A vapor filter will not guarantee protection from particulates and, a particulate filter will not guarantee protection from vapor exposures.

In addition to the above a full range of specialty cartridges are available as may be required.

Cleaning and Care of Respirators

Each employee will be responsible for the ongoing care and maintenance of the respirator. Respirators not in use must be stored in a clean and sealed plastic bag. Recommended American National Standard Practices ANSI Z88.2 1980 (A9) for cleaning and sanitizing respirators will be demonstrated as part of this training and will be required after each use. A copy of this standard is included as appendix I.

Fit and Function Checks

Each time a respirator is to be used a simple fit and each employee must perform function check.

This will include the proper positioning of the respirator on the face. The correct placement and use of the headband and a positive and negative pressure fit check.

Each employee will be instructed in the proper techniques of fitting and these are illustrated in Appendix II.

In addition to the ongoing fit and function test performed at each use an irritant smoke qualitative fit test will be performed on each employee as part of the initial training and at one-year re-certification intervals. This ensures the respirator fit and condition is still valid. This test may be performed more frequently at the discretion of the employee or employer. A detailed step-by-step procedure for both qualitative and functional fit tests is included in the appendix.

NIOSH/MSHA Approvals

Respirators that are approved by NIOSH/MSHA are the only respirators that are authorized for use.

Only approved respirators will be stocked in the district maintenance facility.

Only manufacturer-approved parts can be used and no non-standard parts may be substituted.

Each manufacturer receives certifications and meets NIOSH and MSHA standards with a system including all parts and filters. A headband or filter from one manufacturer cannot be interchanged with another manufacturer's equipment.

Certification

At the satisfactory completion of training and fit checks each district employee will be placed on the respirator certification list, receive a respirator, and a certification will be placed in the employee's personnel file. The master list will be maintained in the district Maintenance and Operations Department.

PROCEDURE FOR IRRITANT SMOKE

QUALITATIVE FIT TEST

1. The test conductor shall explain in detail the chosen protocol to the test subject before any testing takes place.
2. The test subject shall properly select and don the respirator and perform Positive and Negative fit checks as outlined above.

3. The test subject shall wear the respirator for several minutes before starting the fit test.

Caution: Irritant smoke should only be handled in a well-ventilated area. The actual Irritant Smoke Fit Test should also be performed in a well-ventilated area. Air purifying respirators used in the conduct of these fit tests must be equipped with high efficiency cartridges.

MATERIALS

The Irritant Smoke Fit Test Kit contains the following items:

1. Instruction Manual
2. Irritant Smoke tubes (box containing 6 tubes)
3. Aspirator bulb
4. Smoke tube opener (1/4" metal tube)

PROCEDURE

1. All testing is to be performed outside in a well-ventilated area.
2. The respirator to be tested shall be equipped with high efficiency cartridges or filters.
3. The test subject shall be allowed to smell a weak concentration of the irritant smoke before the respirator is donned to become familiar with its characteristic odor.
4. Advise the test subject that the smoke can be irritating to the eyes and instruct the subject to keep his/her eyes closed while the test is performed.

5. Break both ends of an irritant smoke tube containing stannic oxychloride with the 2" piece of 1/4" metal tubing provided. **Caution:** To protect from flying glass, wear eye protection.

Attach a short length of (approximately 2 inches) of tubing to both ends of the smoke tube. Attach one end of the smoke tube with rubber tubing to the outlet end of the aspirator bulb.

The test conductor shall direct the stream of irritant smoke from the tube towards the face seal area of the test subject, beginning at a distance of at least 12 inches from the face piece and gradually move to within one inch, moving around the whole perimeter of the mask.

6. The following test exercises shall be performed while the smoke is challenging the respirator seal.

Each exercise shall be performed for one minute:

- A. Normal Breathing.
- B. Deep Breathing. Be sure breaths are deep and regular.
- C. Turning head from side to side. Be certain movement is complete. Alert the test subject not to bump the respirator on the shoulders. Have the test subject inhale when his/her head is at either side.
- D. Nodding head up and down. Be certain motions are complete and made about every second. Alert the test subject not to bump the respirator on the chest. Have the test subject inhale when his head is in the fully up position.
- E. Talking. Talk aloud and slowly for several minutes. The following paragraph is called the Rainbow Passage. Reading it will result in a wide range of facial movements, and thus be useful to satisfy this requirement.

RAINBOW PASSAGE

When the sunlight strikes raindrops in the air, they act like a prism and form a rainbow. The rainbow is a division of white light into many beautiful colors. These take the shape of a long round arch, with its' path high above, and its' two ends apparently beyond the horizon. There is, according to legend, a boiling pot of gold at one end. People look, but no one ever finds it. When a man looks for something beyond reach, his friends say he is looking for the pot of gold at the end of the rainbow.

F. Normal breathing.

Note: This is the passage required to be used as listed under the regulatory requirements. It is important that all employees going through these tests be clean-shaven around facial areas that may come in contact with the sealing portion of the mask so that a proper seal is possible. These tests should be performed on all employees using respirators and during their pre-employment indoctrination. While on the job, the individual wearer should perform the negative pressure test before entering a contaminated atmosphere.

All employees needing to wear a respirator must successfully complete the "Respirator Fit Test Record" before initial use.

Procedure For Respirator Inspection, Maintenance, Storage and Cleaning

Inspection and Maintenance

All employees who are issued respirators have the responsibility of correctly using and maintaining their respiratory equipment. Your good health may depend on how seriously you take these responsibilities. Wearing poorly maintained or malfunctioning respirators can mislead you into thinking that you have protection. In that sense, it is more dangerous than not wearing a respirator at all.

The most important part of a respirator maintenance program is regular and frequent inspection of the device. Inspections performed conscientiously will identify damaged or malfunctioning respirators before they can be used.

Examine the face piece for:

1. Excessive dirt.
2. Cracks, tears, holes or distortion from improper storage.
3. Inflexibility (stretch and massage rubber or elastomer parts to restore flexibility - this also prevents warping or sticking during storage).

Examine the head straps for:

1. Breaks.
2. Loss of elasticity
3. Broken or malfunctioning buckles and attachments.

Examine the exhalation valve after removing its' cover for:

1. Foreign material, such as detergent residue, dust particles, or human hair under the valve seat.
2. Cracks, tears or distortions in the valve seat.
3. Improper insertion of the valve body in the face piece.
4. Cracks, breaks or chips in the valve body, particularly in the sealing surface.
5. Missing or defective valve cover.
6. Improper installation of the valve in the valve body.

Examine the air purifying elements for:

1. Incorrect cartridge or filters for the hazard.
2. Incorrect installation, loose connections, missing or worn gaskets, or cross threading in holder.
3. Expired shelf life date on cartridge.
4. Cracks or dents in outside case of filter or cartridge.
5. Evidence of prior use of the cartridge.

Cleaning and Disinfection

Routinely used respirators should be cleaned and disinfected frequently to insure that proper protection is provided for the wearer. Respirators that are not individually assigned and those used for emergencies should be cleaned and disinfected after each use. When cleaning and disinfecting respirators:

1. Remove any filters and/or cartridges.
2. Wash the face piece with a cleaner-disinfectant or detergent solution (preferably a mild ammonia solution). Use a hand brush to facilitate removal of dirt.
3. Rinse completely in clean, warm water.
4. Air-dry in a clean area.
5. Inspect valves, head straps and other parts. Replace with new parts when defective.
6. Insert a new filter and/or cartridge in the unit. Make sure the seal is tight.

Wearers who are issued respirators and who use them infrequently should decide wisely on when to thoroughly clean their respirator. Some manufacturers recommend cleaning after each day's usage. Respirators should certainly be cleaned when the dust filter and/or chemical cartridges need to be changed.

Chemical cartridges need to be replaced when breathing becomes difficult or when odors of vapors become noticeable. These are signs that the chemical cartridges have served their useful life.

Storage and Repair

Experienced persons must do replacement or repairs with parts designed for that respirator. The substitution of parts from a different brand or type of respirator invalidates approval of the device by MSHA and NIOSH.

All the care that has gone into inspection, cleaning, and necessary repair can be negated by improper storage. Respirators must be stored to protect against:

1. Dust.
2. Sunlight
3. Heat.
4. Extreme cold
5. Excessive moisture.
6. Damaging chemicals.
7. Mechanical damage - leaving a respirator unprotected, as on a workbench, tool cabinet or box among heavy wrenches, etc., may damage it.

Ross Valley Unified School District

Medical Surveillance Requirements

A. Annual Medical Exam:

Employees who will be engaged in Class I, II, III or IV work are required to be enrolled in the medical surveillance program operated by the district.

All employees that are scheduled to be engaged in Class I, II, III or IV asbestos activities and who may be exposed at or above the (PEL) Permissible Exposure Level of 0.01 f/cc are required to undergo physical examinations on a yearly basis as defined below. The requirement is also in effect if the person will be assigned to do work in a negative pressure containment (regulated area). CCR 1529 (m) (2) (A) 1&2 Ross Valley Unified School District will provide at its' own expense, a medical exam for each employee involved in the above in accordance with CCR 1529. The medical exam consists of a general examination and a specific examination. X-rays will be given at the frequency indicated in the table shown below.

The specific examination includes the following:

1. A chest roentgenogram (posterior-anterior 14 X 17 inches).

Table 1 below establishes the requirement for the frequency of the chest X-ray.

Table 1		
Years Since First Exposure	Age of Employee	
	Less than 40	40 and older
0-10	Every 3 years	Annually*
10+	Annually*	Annually*

Oblique X-rays need only be performed every 3 years

2. A history of elicits symptomatology of respiratory disease.

3. A pulmonary function test to include Force Vital Capacity (FVC) and Forced Expiratory Volume (FEV) at 1 second.

If the examining physician determines that any of the examinations should be provided more frequently than specified, the district shall provide such examinations to affected employees at the frequencies specified by the physician. CCR 1529 (m) (2) (A) 4. The district shall provide any other examinations or tests deemed necessary by the examining physician. CCR 1529 (m) (2) (B) 4. The district shall provide a copy of the physicians' written opinion to the affected employee within 30 days from its' receipt. CCR 1529 (m) (4) (A). The district provides an annual physical to each of its' employees which engage in asbestos removal activities. In the event that any of the above employees are terminated, the district provides or makes available, within (15) days of termination, the above physical examination.

B. Medical Records

The District maintains a complete and accurate record of all medical examinations for a period of thirty (30) years after termination of employment.

C. Instruction to Physician

The District will specifically instruct the examining physician not to include in his written opinion, findings or diagnoses unrelated to occupational exposure to asbestos as per CCR 1529 Subsection (B) Examination. The information provided to the physician shall include a copy of CCR 1529 (m) and appendices D, E and I to CCR 1529, a description of the affected employees' duties as they relate to the employees' exposure, the employees' representative exposure level or anticipated exposure level, a description of any personal protective and respiratory equipment used or to be used, and information from previous medical examinations of the affected employee that is not otherwise available to the examining physician.

This medical surveillance program has been written and prepared by Asbestos Science Technologies, Inc.

This document may not be reproduced except by Ross Valley Unified School District for the district, regulatory agencies or the districts' physician.

Contractor Notification of Possible Onsite Asbestos

This Notification is to inform you that you may encounter asbestos products during the walk-through at this site. Many products in buildings contain asbestos. If you encounter any asbestos products which are openly hazardous during the walk-through – feel free to contact the site supervisor conducting the walk-through immediately. It may be deemed necessary to don personal protective equipment during a walk-through of this site for your protection if this occurs. Please sign this form that you have been notified, leaving your name and company that you are representing.

Name: _____

Company: _____

Address & Phone: _____

LEASE

1. PARTIES:

1.1 This lease is made on the 26th day of JUNE 1986 between the Ross Valley School District (lessor), whose address is 46 Green Valley Court, San Anselmo, CA 94960, and San Anselmo Montessori School, P.O. Box 707, San Anselmo, California 94960.

1.2 Recitals: This lease is made with reference to the following facts and objectives: 1) Lessor is the owner of certain real property known as Red Hill School which is not needed for school classroom purposes; 2) Lessee is desirous of leasing a portion of said premises.

2. PREMISES:

2.1 Description: Lessor leases to lessee and lessee leases from lessor that portion of the Red Hill School site described as follows: Room 30, Room 30 Storage, Room 35, Room 35 Storage, in Building C. See shaded portions of Exhibit A attached hereto and incorporated by reference as if fully set forth herein. The total square footage leased is 2,628 square feet. In addition, lessee shall have the right to a non-exclusive use of the parking, playground, and open space areas on said site during the time the regular daily program is in session.

3. TERM:

3.1 The term shall be two (2) years (commencing on July 1, 1986 and shall expire June 30, 1988.)

4. ACCEPTANCE

4.1 At the commencement of the term Lessee shall accept the buildings and improvements and any equipment in their existing condition and state of repair, and Lessee agrees that no statements, representations, or warranties expressed or implied, have been made by or on behalf of Lessor in respect thereto except as contained in the provisions of this lease, and Lessor shall in no event be liable for any latent defects.

5. RENT:

5.1 Lessee shall pay the lessor as minimum monthly rent the sum of \$.52 per square foot, or a total of \$1,367.00 per month in advance on the first day of each month, commencing on the date the term commences, and continue during the term.

5.2 The minimum monthly rent provided for in paragraph 5.1 shall be adjusted upward by four percent (4%) over the previous year's rent at the commencement of the second year of the term. Prior to occupancy, Lessee shall deposit first and last monthly rent, together with one month's rent as a damage deposit.

5.3 A late payment penalty of 1.5% shall be charged for each day the rental is late commencing on the sixth day after due date, payable with the following month's rent.

5.4 The Lessee shall pay any and all personal property taxes including any non use fees that may be assessed against District by the State of California, possessory interest fees or other assessments and charges required as a result of Lessee's use of the described facilities.

6. USE OF PREMISES:

6.1 Lessee shall use the premises exclusively for day care, and educational purposes.

6.2 Lessee shall not do, bring, or keep anything in or about the premises that will cause a cancellation of insurance covering the premises. If the rate of any insurance carried by lessor is increased as a result of lessee's use, lessee shall pay a sum equal to the difference between the original premium and the increased premium not later than ten (10) days after lessor has notified lessee in writing of the increased premium.

6.3 Compliance with laws: Lessee shall comply with all laws concerning the premises or lessee's use of the premises, including without limitation, the obligation, at lessee's cost, to alter, maintain or restore the premises in compliance and conformity with all laws relating to the condition, use or occupancy of the premises during the term. Lessee shall obtain all necessary permits and authorization from the City, County or State required for the use of the premises.

6.4 Lessee shall not use the premises in any manner that will constitute waste, nuisance or unreasonable annoyance to owners or occupants of adjacent properties.

7. MAINTENANCE/ALTERATIONS

7.1 Lessor's obligation: Lessor shall maintain the following:

1) the structural parts to the building and other improvements that are part of the premises. Said structural parts include only the foundation, bearing and exterior walls (excluding glass and doors), sub flooring and roof.

- 2) the unexposed electrical, plumbing and sewage systems
- 3) heating systems servicing the premises:

Provided, however, that in the event maintenance costs for the entire site exceed \$3,500.00 per year for each year of this lease, lessor shall have the option to terminate this lease upon 30 days prior written notice without liability for such maintenance or for any other claim. Except that upon mutual agreement of the parties, lessee may avoid such termination by paying for the excess maintenance costs.

7.2 Lessee's obligation: Except as provided in paragraph 7.1 lessee, at its cost, shall maintain all other portions of the premises, including, but not limited to, all lessee's personal property, windows, interior and exterior painting of the premises and routine custodial service. The security and fire alarm system should be in operation when lessee is not occupying the premises. The cost for maintenance, operation and maintaining of security and fire alarm systems shall be prorated based on square footage occupied by the lessee. These prorated costs for maintenance and operation of the security and fire alarm system shall be the responsibility of the lessee. Floors shall be stripped and waxed twice a year. All such maintenance shall be subject to prior approval of lessor.

It shall be the responsibility of Lessee to maintain the area immediately adjacent to the leased premises in a clean and neat condition (See Exhibit B). If the Lessee fails to do so the Lessor shall perform the work and Lessee shall pay the Lessor for all costs incurred.

7.3 Lessee's responsibility for damage: Lessee shall be liable for any damage to the premises resulting from the acts or omissions of lessee or its authorized representatives, or in any way connected to lessee's use of premises.

7.4 Alterations: Lessee shall be permitted to construct at its cost and expense a playground structure on the playground of Red Hill School. Construction shall not commence until lessee has obtained prior written approval from lessor. Upon the expiration or termination of the term of this lease, lessee shall remove the play structure at lessee's cost and expense within five (5) days after said expiration or termination. Upon removal of playground structure, lessee shall restore the affected portion of the playground to its condition immediately prior to the construction of the play structure.

7.5 Lessee shall pay all costs for construction done by it or caused to be done by it on the premises as permitted by this lease. Lessee shall keep the premises and land of which the premises are apart free and clear of all mechanic's liens resulting from construction done by or for lessee.

8. UTILITIES

8.1 Except when lessor provides otherwise, lessee shall make all arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, gas, electricity, water, telephone service, trash collection and for all connection charges.

9. INDEMNITY AND INSURANCE

9.1 Lessor shall not be liable to lessee for any damage to lessee or lessee's property from any cause. Lessee waives all claims against lessor for damage to person or property arising for any reason except that lessor shall be liable to lessee for damage to lessee resulting from the acts or omissions of lessor or its authorized representatives

9.2 Lessee shall defend, indemnify and hold lessor harmless from all claims and damages to any person or property arising out of or in connection with lessee's use of the premises or occurring in, on, or about the premises except, that lessor shall be liable to lessee for damage resulting from the acts or omissions of lessor or its authorized representatives. Lessor shall hold lessee harmless from all damages arising out of any such damage.

9.3 Public Liability Insurance: Lessee at its cost shall maintain public liability insurance for bodily injury and property damage with a combined single limit of not less than \$1,000,000.00 which provides coverage against all liability of lessee and its authorized representatives arising out of and in connection with lessee's use and occupancy of the premises. This public liability insurance shall insure performance by lessee of the indemnity provisions of the lease. Lessor, its agents, employees and members of the governing board, shall be named as additional insured. Lessee's policy shall have primary insurance endorsement as respects the lessor's interest, to be reviewed and approved annually by lessor.

Lessor shall receive fifteen (15) days notice prior to termination of coverage. A certificate of such insurance shall be presented to Lessor prior to occupancy.

9.4 Lessee's fire insurance: Lessee, at its cost, shall maintain on all its personal property, lessee's improvements and alteration, in, on, or about the premises a policy of standard fire and extended coverage insurance with

vandalism and malicious mischief endorsements, to the extent of at least eighty percent (80%) of their replacement value. The proceeds from any such policy shall be used by lessee for the replacement of personal property or the restoration of lessee's improvements or alterations.

9.5 Lessor shall maintain standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, at replacement value on the premises. Lessee shall pay to District in addition to rent, its pro-rated cost of such coverage.

9.6 Waiver of subrogation: The parties release each other, and their respective authorized representatives, from any claims for damages to any person or to the premises and to the fixtures, personal property, lessee's improvements, and alterations of either lessee or lessor in or on the premises that are caused by or result from risk insured against under any insurance policies carried by the parties and in force at the time of such damage.

9.7 As a condition of this lease, lessor shall be inserted as an added insured on all lessee insurance policies. Satisfactory proof thereof shall be submitted to lessor prior to occupancy.

Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this lease.

10. DESTRUCTION;

10.1 If during the term, the premises are totally or partially destroyed from any cause, rendering the premises totally or partially inaccessible or unuseable, lessor may either terminate this lease or restore the premises within a reasonable time and this lease shall continue in full force and effect. If the premises are rendered partially or totally inaccessible or unuseable for a period of more than 30 days and the District's insurance fails to provide suitable alternative facilities, the parties shall renegotiate the provisions of this lease.

11. CONDEMNATION

11.1 If the premises are totally taken by condemnation, this lease shall terminate on the date of taking. The lease shall also terminate if there is a partial taking which renders the use of the premises impractical by lessee.

12. DEFAULT;

12.1 Lessee's default: The occurrence of any of the following shall constitute a default by lessee: 1) failure to pay rent when due, if failure continues for five (5) days after notice has been given to lessee; 2) abandonment and vacation of the premises; 3) failure to perform any non-rent covenant of this lease if not cured within 30 days after notice has been given to lessee.

Notice given under this paragraph shall specify the alleged default and the applicable lease provisions and shall demand that lessee perform the provisions of this lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this lease unless lessor so elects in the notice.

12.2 Lessor can continue this lease in full force and effect, and the lease will continue in effect as long as lessor does not terminate lessee's right to possession, and lessor shall have the right to collect rent when due. During the term lessee is in default, lessor can enter the premises and relet them, or any part of them to third parties for lessee's account. Lessee shall be liable immediately to lessor for all costs lessor incurs in reletting the premises, including, without limitations, broker's commission, expenses of remodeling the premises required for the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining term of this lease. Lessee shall pay the lessor the rent due under this lease on the dates the rent is due, less the rent lessor received from any reletting. No act by lessor allowed in this paragraph shall terminate this lease unless lessor notifies lessee that lessor elects to terminate the lease.

Lessor can terminate lessee's right to possession of the premises at any time. No act by lessor other than giving notice to lessee shall terminate this lease. Acts of maintenance, efforts to relet the premises, or the appointment of a receiver on lessor's initiative to protect lessor's interest under this lease shall not constitute a termination of lessor's right to possession.

Lessor at any time after lessee commits a default, can cure the default at lessee's cost. If the lessor at any time, by reason of lessee's default, pays any sum or does any act that requires the payment of any sum, the sum paid by lessor shall be due immediately from lessee to lessor at the time the sum is paid; and if paid at a later date shall bear interest at the rate of ten percent per annum from the date the sum is paid by lessor until lessor is reimbursed by lessee. The sum, together with the interest on it, shall be additional rent.

Lessor and its authorized representatives shall have the right to enter the premises at all reasonable times for any of the following purposes: 1) to determine whether the premises are in good condition and whether lessee is complying with its obligation under this lease; 2) to do any necessary maintenance of custodial work required by this lease.

13. NOTICE

13.1 Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party, or any other person, shall be in writing and either served personally or sent by prepaid, first class mail. Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party, shall be addressed to the other party at the address set forth in the introductory paragraph of this lease. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 72 hours of the time of mailing if mailed as provided in this paragraph. Any notice to lessee served in connection with or under this lease shall be deemed properly served if addressed to the individual signing this lease on behalf of lessee, or said individual's successor, addressed to lessee's office at the Red Hill School.

14. WAIVER:

14.1 No delay or omission in the exercise of any right or remedy of lessor on any default by lessee shall impair such a right or remedy or be construed as a waiver.

14.2 The receipt and acceptance by lessor of delinquent rent shall not constitute a waiver of any other default (it shall constitute only a waiver of timely payment for the particular rent payment involved). No act or conduct of lessor, including, without limitation, the acceptance of the keys to the premises, shall constitute an acceptance of the surrender of the premises by lessor before the expiration of the term. Only a notice from lessor to lessee shall constitute acceptance of the surrender of the premises and accomplish a termination of the lease.

14.3 Lessor's consent to or approval on any act by lessee requiring lessor's consent or approval shall not be deemed to render unnecessary lessor's consent to or approval of any subsequent act by lessee.

14.4 Any waiver by lessor of any default must be in writing and shall not be waiver of any other default concerning the same or any other provision of the lease.

15. ATTORNEY'S FEES;

15.1 If either party becomes a party to any litigation concerning this lease, the premises, or the building or other improvements in which the premises are located, by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party that becomes a party to that litigation or any act or omission of its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorneys fees and court costs incurred by it in the litigation.

15.2 If either party commences an action against the other party arising out of or in connection with this lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys fees and costs of suit.

16. SURRENDER OF PREMISES - HOLDING OVER;

16.1 Surrender of premises: On expiration of the ten days after termination of the term, lessee shall surrender to lessor the premises and all lessee's improvements and alterations in good condition (except for ordinary wear and tear), except for alterations that lessee has the right to remove or is obligated to remove. Lessee shall remove all its personal property within the above stated time.

Lessor can elect to retain or dispose of in any manner any alteration of lessee's personal property that lessee does not remove from the premises upon expiration or termination of the term as allowed or required by this lease by giving at least ten days notice to lessee. Title to any such alterations or lessee's personal property that lessor elects to retain or dispose of on expiration of the ten day period shall vest in lessor. Lessee waives all claim against lessor for any damage to lessee resulting from lessor's retention of or disposition of any such alterations of lessor's retention of or disposition of any such alterations of lessor's personal property. Lessee shall be liable to the lessor for the lessor's costs for storing, removing, and disposing of any alterations or lessee's personal property and shall pay lessor in addition monthly rent equal to three (3) times the monthly rent payable for the last month of the term thereof; and payment of such amounts shall not create any right of lessee to remain as tenant beyond the term hereof or for any period thereafter.

If lessee fails to surrender the premises to lessor on expiration of ten days after termination of the term, lessee shall hold lessor harmless for all damages resulting in lessee's failure to surrender the premises.

16.2 Holding Over: If lessee, with lessor's written consent, remains in possession of the premises after expiration or termination of the term, or after the date in any notice given by lessor to lessee terminating this lease, such possession by lessee shall be deemed to be a month-to-month tenancy terminable on 30 days notice given at any time by either party. During such month-to-month tenancy, lessee shall pay all rent required by this lease. All provisions of this lease except those pertaining to term shall apply to the month-to-month tenancy.

17. MISCELLANEOUS PROVISIONS;

17.1 Successors: This lease shall be binding on and enure to the benefit of the parties and their successors provided, however, lessee shall not voluntarily assign or encumber interest in this lease or in the premises, or sublease all or any part of the premises, or allow any other person or entity to occupy or use any or all of any part of the premises, without first obtaining lessor's consent. Any assignment, encumbrance or sublease without lessor's consent, shall be voidable and, at lessor's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.

17.2 California Law: This lease shall be construed and interpreted in accordance with the laws of the State of California.

17.3 Adult supervision: Lessee shall provide adequate adult supervision over the conduct of all activities on the premises.

17.4 Termination of lease: This lease shall be terminable: 1) by the lessor upon the giving of three (3) months written notice in the event of sale of premises; (2) by the lessor upon the giving of sixty (60) days written notice if lessor hereafter determines that it has a need to reemploy the premises for the purpose of classroom instruction, and/or to renovate or reconstruct the existing building for such purpose; 3) by lessor, upon the giving of thirty (30) days written notice, should problems arise of such severity that lessor in reasonable exercise of its discretion, determines that continued use of the premises by lessee is not in the best interest of the school district or community; 4) by the lessor on thirty (30) days written notice in the event that lessee ceases to employ the premises exclusively for the permitted purposes; and 5) by the lessor at any time, after violation or nonperformance by the lessee of any of the terms and provisions hereof, incurred after thirty (30) days written notice.

17.5 One year extension option: Upon expiration or termination of the term of this lease, the parties may renegotiate a one year extension of this lease. Such extension must be mutually agreed to by both parties.

Kenny Tepperman
San Anselmo Montessori School

June 26, 1986
Date

Jack Mosler
President, Ross Valley School
District Board of Trustees

June 26 - 1986
Date

Attest

Frank R. Elliott
Secretary

June 26, 1986
Date

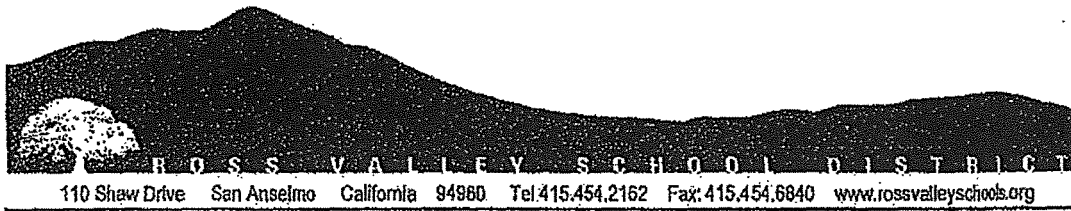


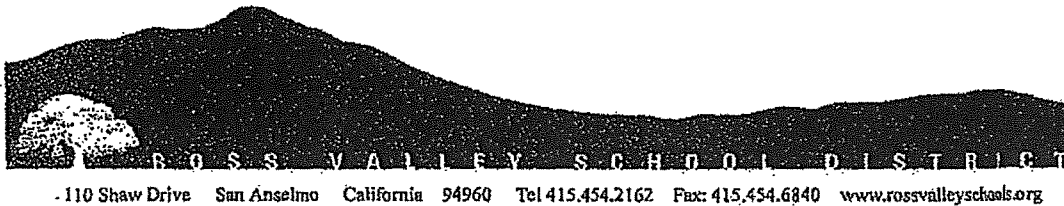
EXHIBIT "A"
TO JOINT USE AGREEMENT AND LEASE
BETWEEN
ROSS VALLEY SCHOOL DISTRICT AND SAN ANSELMO MONTESSORI

FISCAL YEAR JULY 1, 2015 THROUGH JUNE 30, 2016

Premises and Rates

During the term of this Agreement, San Anselmo Montessori shall have use of the following space ("Premises") at the Red Hill School for the use payments as indicated:

<u>Exclusive</u> use for July 1, 2014 – June 30, 2015	Room 2 - Classroom (1,224 sq ft)	\$2,142.00 per month (\$1.75 per sq ft)
<u>Exclusive</u> use for July 1, 2014 – June 30, 2015	Room 3 - Office (141 sq ft)	\$246.75 per month (\$1.75 per sq ft)
<u>Exclusive</u> use for July 1, 2014 – June 30, 2015	Room 5 - Bathrooms (200 sq ft)	\$350.00 per month (\$1.75 per sq ft)
<u>Exclusive</u> use for July 1, 2014 – June 30, 2015	Room 15 - Classroom (1,092 sq ft)	\$1,911.00 per month (\$1.75 per sq ft)
Total:	2,657 sq. ft.	\$4,649.75 per month



AMENDMENT NO. 5 TO LEASE

PARTIES

This Amendment No. 5 to Lease Agreement ("Amendment") is entered into this 1st day of July 2015 by and between Ross Valley School District, a California public school district ("District") and San Anselmo Montessori School ("Lessee," collectively the "Parties").

RECITALS

WHEREAS, District and Lessee entered into a Lease Agreement ("Lease"), dated July 1, 2008, for certain real property known as the former Red Hill School, located at 101 Shaw Drive, San Anselmo, CA 94960 ("Red Hill School"); and

WHEREAS, District and Lessee desire to amend the Lease.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, District and Lessee agree as follows:

AGREEMENT

1. Sections 4.1 shall be modified in its entirety as follows:

- 4.1 Lessee shall pay the Lessor as minimum monthly Rent the sum of \$1.75 per square foot for a total of \$4,649.75 per month in advance on the first day of each month, commencing on the effective date, and continuing during the Term.

IN WITNESS WHEREOF, the parties hereto have accepted and agreed to this Amendment on the dates indicated below.

Dated: _____, 2015

Dated: _____, 2015

ROSS VALLEY SCHOOL DISTRICT

SAN ANSELMO MONTESSORI SCHOOL

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

LEASE

1. PARTIES:

1.1 This lease is made on the first day of August 1988 between the Ross Valley School District (lessor), whose address is 46 Green Valley Court, San Anselmo, CA 94960, and Marilyn Izdebski, 15 Cottage Ave., San Anselmo, CA 94960.

1.2 Recitals: This lease is made with reference to the following facts and objectives: 1) Lessor is the owner of certain real property known as Red Hill School which is not needed for school classroom purposes; 2) Lessee is desirous of leasing a portion of said premises.

2. PREMISES:

2.1 Description: Lessor leases to lessee and lessee leases from lessor that portion of the Red Hill School site described as follows: Library (1,426 sq. ft.) in Building B. See shaded portions of Exhibit A attached hereto and incorporated by reference as if fully set forth herein. The total square footage leased is 1,426 square feet. In addition, lessee shall have the right to a non-exclusive use of the parking, playground, and open space areas on said site during the time the regular daily program is in session.

TERM:

3.1 The term shall be one (2) years (commencing on August 1, 1988 and shall expire June 30, 1990.)

4. ACCEPTANCE:

4.1 At the commencement of the term Lessee shall accept the buildings and improvements and any equipment in their existing condition and state of repair, and Lessee agrees that no statements, representations, or warranties expressed or implied, have been made by or on behalf of Lessor in respect thereto except as contained in the provisions of this lease, and Lessor shall in no event be liable for any latent defects.

5. RENT:

5.1 Lessee shall pay the lessor as minimum monthly rent the sum of \$.56 per square foot, or a total of \$799.00 per month in advance on the first day of each month, commencing on the date the term commences, and continue during the term.

5.2 The minimum monthly rent provided for in paragraph 5.1 shall be adjusted upward by four percent (4%) over the previous year's rent. Prior to occupancy, Lessee shall deposit first and last monthly rent, together with one month's rent as a damage deposit.

5.3 A late payment penalty of 1.5% shall be charged for each day the rental is late commencing on the sixth day after due date, payable with the following month's rent.

5.4 The Lessee shall pay any and all personal property taxes including any non use fees that may be assessed against District by the State of California, possessory interest fees or other assessments and charges required as a result of Lessee's use of the described facilities.

6. USE OF PREMISES:

6.1 Lessee shall use the premises exclusively for

6.2 Lessee shall not do, bring, or keep anything in or about the premises that will cause a cancellation of insurance covering the premises. If the rate of any insurance carried by lessor is increased as a result of lessee's use, lessee shall pay a sum equal to the difference between the original premium and the increased premium not later than ten (10) days after lessor has notified lessee in writing of the increased premium.

6.3 Compliance with laws: Lessee shall comply with all laws concerning the premises or lessee's use of the premises, including without limitation, the obligation, at lessee's cost, to alter, maintain or restore the premises in compliance and conformity with all laws relating to the condition, use or occupancy of the premises during the term. Lessee shall obtain all necessary permits and authorization from the City, County or State required for the use of the premises.

6.4 Lessee shall not use the premises in any manner that will constitute waste, nuisance or unreasonable annoyance to owners or occupants of adjacent properties.

7. MAINTENANCE/ALTERATIONS:

7.1 Lessor's obligation: Lessor shall maintain the following:

1) the structural parts to the building and other improvements that are part of the premises. Said structural parts include only the foundation, bearing and exterior walls (excluding glass and doors), sub flooring and roof.

- 2) the unexposed electrical, plumbing and sewage systems
- 3) heating systems servicing the premises:

Provided, however, that in the event maintenance costs for the entire site exceed \$3,500.00 per year for each year of this lease, lessor shall have the option to terminate this lease upon 30 days written notice without liability for such maintenance or for any other claim. Except that upon mutual agreement of the parties, lessee may avoid such termination by paying for the excess maintenance costs.

7.2 Lessee's obligation: Except as provided in paragraph 7.1 lessee, at its cost, shall maintain all other portions of the premises, including, but not limited to, all lessee's personal property, windows, interior and exterior painting of the premises and routine custodial service. The security and fire alarm system shall be in operation when lessee is not occupying the premises. The cost for maintenance, operation and maintaining of security and fire alarm systems shall be prorated based on square footage occupied by the lessee. These prorated costs for maintenance and operation of the security and fire alarm system shall be the responsibility of the lessee. Floors shall be stripped and waxed twice a year. All such maintenance shall be subject to prior approval of lessor.

7.3 Lessee's responsibility for damage: Lessee shall be liable for any damage to the premises resulting from the acts or omissions of lessee or its authorized representatives, or in any way connected to lessee's use of premises.

7.4 Alterations: Lessee shall not make any alterations to the premises without lessor's prior consent. Any alterations made shall remain on and be surrendered with the premises on expiration or termination of the term, except that lessor can elect, within 30 days before expiration of the term, or within five days after expiration of the term, to require lessee to remove any alterations lessee has made to the premises. If lessor so elects, lessee shall, at its cost, restore the premises to the condition designated by lessor in its election, before the last day of the term, or within 30 days after notice of election is given, whichever is later.

7.5 Lessee shall pay all costs for construction done by it or caused to be done by it on the premises as permitted by this lease. Lessee shall keep the premises and land of which the premises are a part free and clear of all mechanic's liens resulting from construction done by or for lessee.

8. UTILITIES:

8.1 Except when lessor provides otherwise, lessee shall make all arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, gas electricity, water, telephone service, trash collection and for all connection charges.

9. INDEMNITY AND INSURANCE:

9.1 Lessor shall not be liable to lessee for any damage to lessee or lessee's property from any cause. Lessee waives all claims against lessor for damage to person or property arising for any reason except that lessor shall be liable to lessee for damage to lessee resulting from the acts or omissions of lessor or its authorized representatives.

9.2 Lessee shall defend, indemnify and hold lessor harmless from all claims and damages to any person or property arising out of or in connection with lessee's use of the premises or occurring in, on, or about the premises except, that lessor shall be liable to lessee for damage resulting from the acts or omissions of lessor or its authorized representatives. Lessor shall hold lessee harmless from all damages arising out of any such damage.

9.3 Public Liability Insurance: Lessee at its cost shall maintain public liability insurance for bodily injury and property damage with a combined single limit of not less than \$1,000,000.00 which provides coverage against all liability of lessee and its authorized representatives arising out of and in connection with lessee's use and occupancy of the premises. This public liability insurance shall insure performance by lessee of the indemnity provisions of the lease. Lessor, its agents, employees and members of the governing board, shall be named as additional insured. Lessee's policy shall have primary insurance endorsement as respects the lessor's interest, to be reviewed and approved annually by lessor.

Lessor shall receive fifteen (15) days notice prior to termination of coverage. A certificate of such insurance shall be presented to Lessor prior to occupancy.

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9.5 Lessor shall maintain standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, at replacement value on the premises. Lessee shall pay to District in addition to rent, its pro-rated cost of such coverage.

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9.7 As a condition of this lease, lessor shall be inserted as an added insured on all lessee insurance policies. Satisfactory proof thereof shall be submitted to lessor prior to occupancy.

Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this lease.

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10.1 If under the term, the premises are totally or partially destroyed from any cause, rendering the premises totally or partially inaccessible or unusable, lessor may either terminate this lease or restore the premises within a reasonable time and this lease shall continue in full force and effect. If the premises are rendered partially or totally inaccessible or unusable for a period of more than 30 days and the District's insurance fails to provide suitable alternative facilities, the parties shall renegotiate the provisions of this lease.

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11.1 If the premises are totally taken by condemnation, this lease shall terminate on the date of taking. The lease shall also terminate if there is a partial taking which renders the use of the premises impractical by lessee.

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Notice given under this paragraph shall specify the alleged default and the applicable lease provisions and shall demand that lessee perform the provisions of this lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this lease unless lessor so elects in the notice.

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Lessor can terminate lessee's right to possession of the premises at any time. No act by lessor other than giving notice to lessee shall terminate this lease. Acts of maintenance, efforts to relet the premises, or the appointment of a receiver on lessor's initiative to protect lessor's interest under this lease shall not constitute a termination of lessor's right to possession.

Lessor at any time after lessee commits a default, can cure the default at lessee's cost. If the lessor at any time, by reason of lessee's default, pays any sum or does any act that requires the payment of any sum, the sum paid by lessor shall be due immediately from lessee to lessor at the time the sum is paid; and if paid at a later date shall bear interest at the rate of ten percent per annum from the date the sum is paid by lessor until lessor is reimbursed by lessee. The sum, together with the interest on it, shall be additional rent.

Lessor and its authorized representatives shall have the right to enter the premises at all reasonable times for any of the following purposes: 1) to determine whether the premises are in good condition and whether lessee is complying with its obligation under this lease: 2) to do any necessary maintenance or custodial work required by this lease.

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13.1 Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party, or any other person, shall be in writing and either served personally or sent by prepaid, first class mail. Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party, shall be addressed to the other party at the address set forth in the introductory paragraph of this lease. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 72 hours of the time of mailing if mailed as provided in this paragraph. Any notice to lessee served in connection with or under this lease shall be deemed properly served if addressed to the individual signing this lease on behalf of lessee, or said individual's successor, addressed to lessee's office at the Red Hill School.

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14.2 The receipt and acceptance by lessor of delinquent rent shall not constitute a waiver of any other default, (it shall constitute only a waiver of timely payment for the particular rent payment involved). No act or conduct of lessor, including, without limitation, the acceptance of the keys to the premises, shall constitute an acceptance of the surrender of the premises by lessor before the expiration of the term. Only a notice from lessor to lessee shall constitute acceptance of the surrender of the premises and accomplish a termination of the lease.

14.3 Lessor's consent to or approval of any act by lessee requiring lessor's consent or approval shall not be deemed to render unnecessary lessor's consent to or approval of any subsequent act by lessee.

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15.1 If either party becomes a party to any litigation concerning this lease, the premises, or the building or other improvements in which the premises are located, by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party that becomes a party to that litigation or any act or omission of its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorneys fees and court costs incurred by it in the litigation.

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Lessor can elect to retain or dispose of in any manner any alteration of lessee's personal property that lessee does not remove from the premises upon expiration or termination of the term as allowed or required by this lease by giving at least ten days notice to lessee. Title to any such alterations or lessee's personal property that lessor elects to retain or dispose of on expiration of the ten day period shall vest in lessor. Lessee waives all claim against lessor for any damage to lessee resulting from lessor's retention of or disposition of any such alterations of lessor's personal property. Lessee shall be liable to the lessor for the lessor's costs for storing, removing, and disposing of any alterations or lessee's personal property and shall pay lessor in addition monthly rent equal to three (3) times the monthly rent payable for the last month of the term thereof; and payment of such amounts shall not create any right of lessee to remain as tenant beyond the term hereof or for any period thereafter.

If lessee fails to surrender the premises to lessor on expiration of ten days after termination of the term, lessee shall hold lessor harmless for all damages resulting in lessee's failure to surrender the premises.

16.2 Holding Over: If lessee, with lessor's written consent, remains in possession of the premises after expiration or termination of the term, or after the date in any notice given by lessor to lessee terminating this lease, such possession by lessee shall be deemed to be a month-to-month tenancy terminable on 30 days notice given at any time by either party. During such month-to-month tenancy, lessee shall pay all rent required by this lease. All provisions of this lease except those pertaining to term shall apply to the month-to-month tenancy.

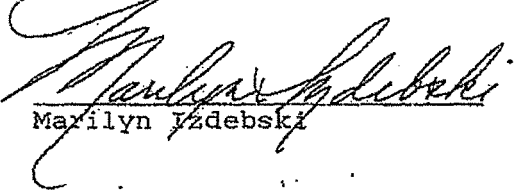
17. MISCELLANEOUS PROVISIONS:

17.1 Successors: This lease shall be binding on and enure to the benefit of the parties and their successors provided, however, lessee shall not voluntarily assign or encumber interest in this lease or in the premises, or sublease all or any part of the premises, or allow any other person or entity to occupy or use any or all of any part of the premises, without first obtaining lessor's consent. Any assignment, encumbrance or sublease without lessor's consent, shall be voidable and, at lessor's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.

17.2 California Law: This lease shall be construed and interpreted in accordance with the laws of the State of California.

17.3 Termination of Lease: This lease shall be terminable: (1) by lessor on thirty (30) days written notice in the event that lessee ceases to employ the premises exclusively for the permitted purposes; (2) by lessor at any time, after violation or non-performance by the lessee of any of the terms and provisions hereof, incurred after thirty (30) days written notice; and (3) by lessor at the end of the second year of the term upon provision of six (6) months written notice to lessee if lessor determines that it needs the premises for classroom instruction, other District use and/or to renovate or reconstruct the existing buildings for such purpose.

17.4 One year extension option: Upon expiration or termination of the term of this lease, the parties may renegotiate a one year extension of this lease. Such extension must be mutually agreed to by both parties. Any extension agreed to by the parties may be renewable for an additional year upon mutual agreement by the parties.



Marilyn Izdebski

7-28-88
Date

President, Ross Valley School
District Board of Trustees

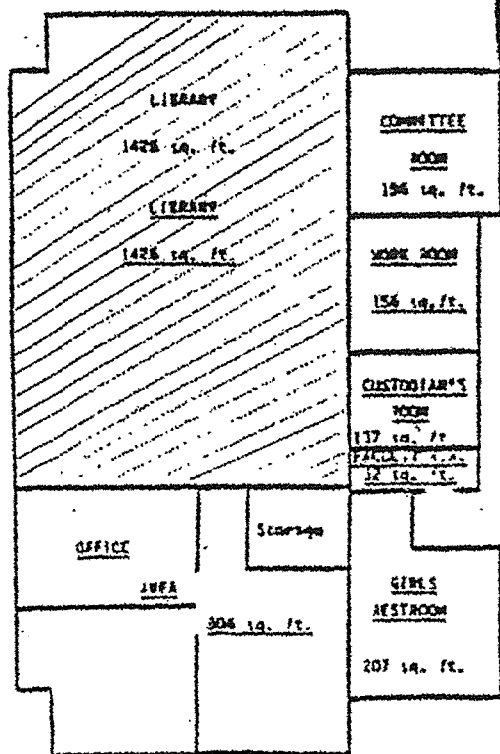
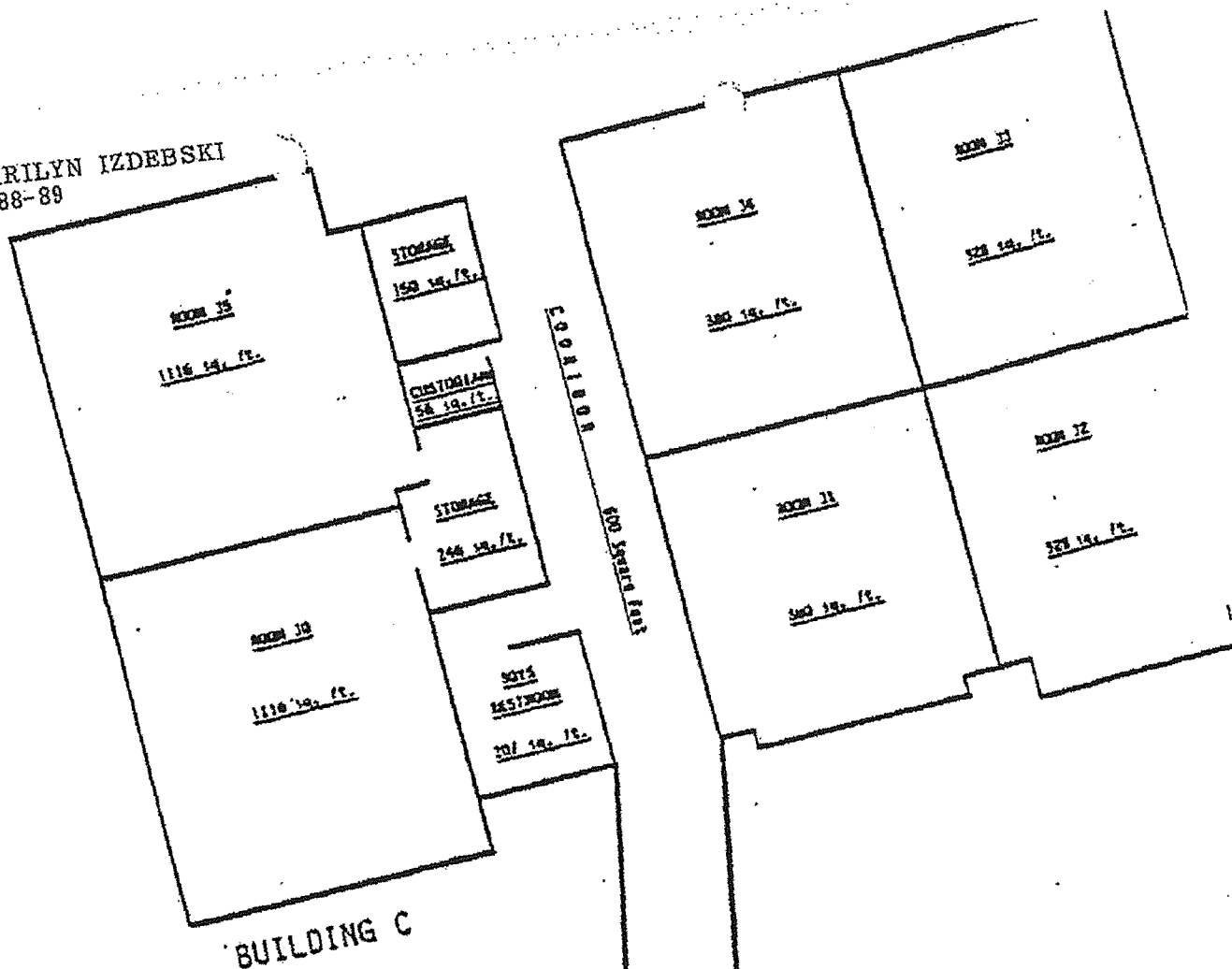
July 22, 1988
Date

Attest

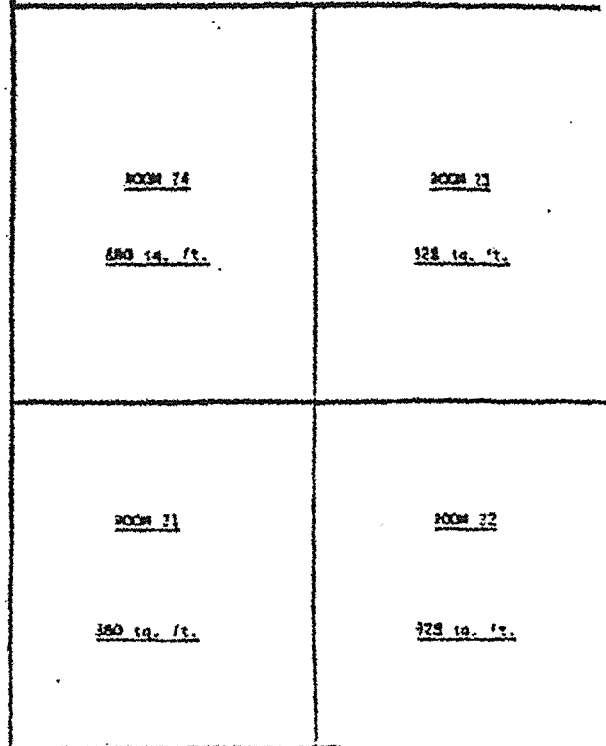

Secretary

July 22, '88
Date

MARILYN IZDEBSKI
1988-89



CORRIDOR
800 Square Feet



RH-SPACE

RED HILL SCHOOL SITE
100 SHAW DRIVE
SAN ANSELMO, CALIFORNIA 94960

22-Jun-88

415-454-2162

BUILDING B SQ.FT.		BUILDING "B"	RENTERS	SQ.FT.	RT	RND AMT
LIBRARY	1426 MARILYN IZDEBSKI	MARILYN IZDEBSKI	LIBRARY	1426	0.56	799
COMMITTEE	176 THE CHILD CENTER	15 COTTAGE AVENUE				
WK ROOM	156 THE CHILD CENTER	SAN ANSELMO, CA 94960				
CUSTODIAN	137 R.V. SCHOOL DISTRICT	453-0199				
FACULTY RM	32 ROBIN'S NEST					
OFF. AREA	806 ROBIN'S NEST	THE ROBIN'S NEST	OFF.	32		
GIRLS R.R.	207 ROBIN'S NEST	54 WIMBLEDON WAY	AREA	806		
		SAN RAFAEL, CA 94901		207		
TOTAL	2960 SQ.FT.	456-5905	CORRIDOR	600		
CORRIDOR	600 ROBIN'S NEST		ROOM 24	880		
		ROB & CINDY ROWLEY	ROOM 23	928		
TOTAL	600 SQ.FT.		ROOM 21	880		
ROOM 24	880 ROBIN'S NEST		ROOM 22	928		
ROOM 23	928 ROBIN'S NEST				5261	0.56
ROOM 21	880 ROBIN'S NEST					2,946
ROOM 22	928 ROBIN'S NEST					
TOTAL	3616 SQ.FT.					
G.T.BLDG B	7176 SQ.FT.	THE CHILD CENTER	LIB AREA	196		
		P.O. BOX 144		156		
BUILDING C SQ.FT.		KENTFIELD, CA 94914				
ROOM 31	880 THE CHILD CENTER	456-0440	BLDG "C" ROOM 31	880		
ROOM 32	928 THE CHILD CENTER		ROOM 32	928		
TOTAL	1808 SQ.FT.	WINIFRED SETRAKIAN	CORRIDOR	97.5		
			BOY RST R	103.5		
					2361	0.56
						1,322
ROOM 34	880 ALIVE & WELL	ALIVE AND WELL	ROOM 34	880		
ROOM 33	928 ALIVE & WELL	100 SHAW DRIVE	ROOM 33	928		
CORRIDOR	502.5 ALIVE & WELL	SAN ANSELMO, CA 94960	CORRIDOR	502.5		
CORRIDOR	97.5 THE CHILD CENTER		BOY RST R	103.5		
BOY RST RM	103.5 ALIVE & WELL	258-402				
BOY RST RM	103.5 THE CHILD CENTER				2414	0.56
TOTAL	2615 SQ.FT.	JOCELYN OLIVIER				1,352
ROOM 35	1116 MONTESSORI SCHOOL	SAN ANSELMO MONTESSORI SCH	ROOM 35	1116		
ROOM 36	1116 MONTESSORI SCHOOL	P.O. BOX 707	ROOM 36	1116		
ROOM 35	150 MONTESSORI SCHOOL	SAN ANSELMO, CA 94960	STRG RM	150		
ROOM 36	246 MONTESSORI SCHOOL		STRG RM	246		
TOTAL	2628 SQ.FT.	457-3428			2,628	0.56
STORAGE	56 R.V.S.D.	KERRY TEPPERMAN				1,472
		TOTAL RENTAL SQ.FT. IN BLDG "B & C"		14,090	0.56	7,690
						7,390

J.T. R.H. 14283 SQ.FT.

ROSS VALLEY SCHOOL DIST STRG 56
ROSS VALLEY SCHOOL DIST STRG 137

S.A. PRO 1344 SQ.FT.
REC PORT.

GRAND TOTAL BLDG "B & C " 14,283

SAN ANSELMO PRO REC
1000 SIR FRANCIS DRAKE BOULEVARD
SAN ANSELMO, CA 94960

PORTABLE 1,344 0.35 470

GARY HOWELL

453-9055

TOTAL INCOME 8,560

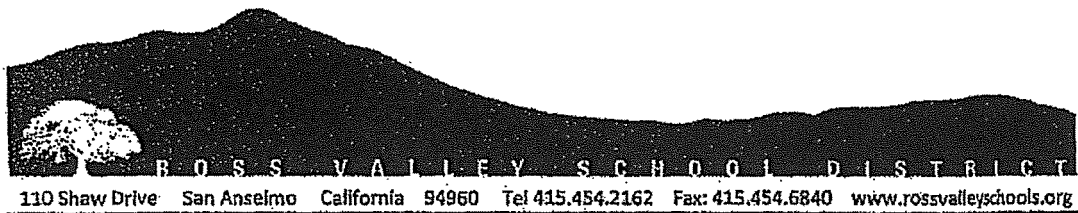


EXHIBIT "A"
TO JOINT USE AGREEMENT AND LEASE
BETWEEN
ROSS VALLEY SCHOOL DISTRICT AND MARILYN IZDEBSKI

FISCAL YEAR JULY 1, 2015 THROUGH JUNE 30, 2016

Premises and Rates

During the term of this Agreement, Marilyn Izdebski shall have use of the following space ("Premises") at the Red Hill School for the use payments as indicated:

<u>Exclusive</u> use for July 1, 2015 – June 30, 2016	Library (1,426 sq ft)	\$2,338.64 per month (\$1.64 per sq ft)
<u>Exclusive</u> use for July 1, 2015 – June 30, 2016	Work Room (156 sq ft)	\$255.84 per month (\$1.64 per sq ft)
<u>Exclusive</u> use for July 1, 2015 – June 30, 2016	Room 31 (880 sq ft)	\$1,443.20 per month (\$1.64 per sq ft)
<u>Exclusive</u> use for July 1, 2015 – June 30, 2016	Committee Room (196 sq ft)	\$321.44 per month (\$1.64 per sq ft)
Total		\$4,359.12 per month

LEASE AGREEMENT
(Red Hill School)

This Lease Agreement ("Lease") is made on the 1st day of July 2015 ("Effective Date"), by and between the Ross Valley School District ("Lessor"), a public school district organized under the laws of the State of California and whose address is 110 Shaw Drive, San Anselmo, CA 94960, and Marilyn Izdebski, 15 Cottage Ave., San Anselmo, CA 94960. Lessee and Lessor shall be referred to herein as the "Parties."

RECITALS

WHEREAS, Lessor is the owner of certain real property known as the former Red Hill School, located at 101 Shaw Drive, San Anselmo, CA 94960 ("Red Hill School"); and

WHEREAS, portions of Red Hill School have been deemed to be no longer needed for Lessor's educational programs; and

WHEREAS, Lessor desires to lease to, and Lessee desires to lease a portion of Red Hill School for the delivery of childcare and development services.

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

AGREEMENT

1. **Premises.** Lessor leases to Lessee and Lessee leases from Lessor that portion of the Red Hill School site described as follows: Room 31 in Building A, Room 25, Work Room, and Committee Room in Building B ("Premises"). The total square footage leased is 2,658 square feet. In addition, Lessee shall have the right to non-exclusive use of the parking and open space areas on said site during the time the regular daily program is in session.
2. **Term.**
 - 2.1 The term shall be one (1) year, commencing on July 1, 2015, and shall expire June 30, 2016 ("Term").
 - 2.2 Upon expiration of the Term or the Extended Term, the District may offer the Premises for lease or sale through a public bidding process, unless the Board elects to exercise its right to offer the Premises to qualified entities for the delivery of child care and development service pursuant to Education Code sections 17458 and 8208.
3. **Acceptance.** At the commencement of the Term Lessee shall accept the buildings and improvements and any equipment in their existing condition and state of repair, and Lessee agrees that no statements, representations, or warranties expressed or implied, have been made by or on behalf of Lessor in respect thereto except as contained in the provisions of this Lease, and Lessor shall in no event be liable for any latent defects.

4. Rent.

- 4.1 Lessee shall pay the Lessor as minimum monthly Rent the sum of \$1.64 per square foot for a total of \$4,359.12 in advance on the first day of each month, commencing on the effective date, and continuing during the Term. Prior to occupancy, Lessee shall deposit first and last monthly Rent, together with one month's Rent as a damage deposit.
- 4.3 A late payment penalty of one and a half percent (1.5%) shall be charged for each day the Rent is late commencing on the sixth day after due date, payable with the following month's Rent.
- 4.4 The Lessee shall pay any and all personal property taxes including any non-use fees that may be assessed against District by the State of California, possessory interest fees or other assessments and charges required as a result of Lessee's use of the described facilities.

5. Use of Premises.

- 5.1 Lessee shall use the Premises exclusively for day care, childcare and development services and educational purposes.
- 5.2 Lessee shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of insurance covering the Premises. If the rate of any insurance carried by Lessor is increased as a result of Lessee's use, Lessee shall pay a sum equal to the difference between the original premium and the increased premium not later than ten (10) days after Lessor has notified Lessee in writing of the increased premium.
- 5.3 Lessee shall comply with all laws concerning the Premises or Lessee's use of the Premises, including without limitation, the obligation, at Lessee's cost, to alter, maintain or restore the Premises in compliance and conformity with all laws relating to the condition, use or occupancy of the Premises during the term. Lessee shall obtain all necessary permits and authorization from the City, County, or State required for the use of the Premises.
- 5.4 Lessee shall not use the Premises in any manner that will constitute waste, nuisance or unreasonable annoyance to owners or occupants of adjacent properties.

6. Maintenance/Alterations.

- 6.1 Lessor's obligation. Lessor shall maintain the following:
- 6.1.1 The structural parts to the building and other improvements that are part of the Premises. Said structural parts include only the foundation, bearing and exterior walls (excluding glass and doors), sub flooring and roof.
- 6.1.2 The unexposed electrical, plumbing and sewage systems.

6.1.3 Heating systems servicing the Premises.

6.1.4 In the event maintenance costs for the entire site exceed three thousand and five hundred and no dollars and cents (\$3,500.00) per year for each year of this Lease, Lessor shall pay the excess maintenance costs for that year. If Lessee fails to pay the excess maintenance costs incurred by Lessor, Lessor shall have the option to terminate this Lease upon thirty (30) days prior written notice without liability for such maintenance or for any other claim.

6.2 Lessee's obligation.

6.2.1 Maintenance Costs. Except as provided in paragraph 7.1 Lessee, at its sole cost, shall maintain all other portions of the Premises, including, but not limited to, all Lessee's personal property, windows, interior and exterior painting of the Premises and routine custodial service. If the Lessee fails to do, so the Lessor shall perform the work and Lessee shall pay the Lessor for all costs incurred.

6.2.2 Security and Alarm Operations and Costs. The security and fire alarm system must be in operation when Lessee is not occupying the Premises. The cost for maintenance, operation and maintaining of security and fire alarm system shall be prorated based on square footage occupied by the Lessee. This prorated cost for maintenance and operation of the security and fire alarm system shall be the responsibility of the Lessee.

6.2.3 Protection of Flooring. Annually, on the anniversary of the Effective Date, Lessee shall provide Lessor with a mitigation and maintenance plan to prevent any harmful effects due to the existence of asbestos beneath the floors. The proposed mitigation and maintenance plan may include stripping and waxing the floors twice annually. All such mitigation and maintenance plans shall be subject to prior approval of Lessor. If Lessee fails to implement the approved mitigation plan, the Lessor may complete, or cause to be completed, such mitigation. Lessee shall pay the full cost incurred by Lessor in completing the required mitigation within thirty (30) days of receipt of the invoice.

6.3 Lessee's Responsibility for Damage. Lessee shall be liable for any damage to the Premises resulting from the acts or omissions of Lessee or its authorized representatives, or in any way connected to Lessee's use of Premises.

7. Utilities. Except when Lessor provides otherwise, Lessee shall make all arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, gas, electricity, water, telephone service, trash collection and for all connection charges.

8. Indemnity and Insurance.

- 8.1 Lessor shall not be liable to Lessee for any damage to Lessee or Lessee's property from any cause. Lessee waives all claims against Lessor for damage to person or property arising for any reason except that Lessor shall be liable to Lessee for damage resulting from the acts or omissions of Lessor or its authorized representatives.
- 8.2 Lessee shall defend, indemnify and hold Lessor harmless from all claims and damages to any person or property arising out of or in connection with Lessee's use of the Premises or occurring in, on, or about the Premises except, that Lessor shall be liable to Lessee for damage resulting from the acts or omissions of Lessor or its authorized representatives. Lessor shall hold Lessee harmless from all damages arising out of any such damage.
- 8.3 Lessee at its cost shall maintain in force during the term of this Lease, a comprehensive single-limit public liability insurance policy, fully covering bodily injury, death, and property damage, in an amount of not less than two million dollars (\$2,000,000) with the District, its employees and agents named as additional insureds under such policies. Lessee's policy shall have primary insurance endorsement as respects the Lessor's interest, to be reviewed and approved annually by Lessor.
- 8.4 Lessor shall receive fifteen (15) days notice prior to termination of coverage. A certificate of such insurance shall be presented to Lessor prior to occupancy.
- 8.5 Lessee, at its cost, shall maintain on all its personal property, Lessee's improvements and alterations, in, on or about the Premises, a policy of standard fire and extended coverage insurance with vandalism and malicious mischief endorsements, to the extent of at least eighty percent (80%) of their replacement value. The proceeds from any such policy shall be used by Lessee for the replacement of personal property or the restoration of Lessee's improvements or alterations.
- 8.6 Lessor shall maintain standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, at replacement value of the Premises. Lessee shall pay to Lessor in addition to Rent, its pro-rated cost of such coverage.
- 8.7 The parties release each other, and their respective authorized representatives, from any claims for damages to any person or to the Premises and to the fixtures, personal property, Lessee's improvements, and alterations of either Lessee or Lessor in or on the Premises that are caused by or result from risk insured against under any insurance policies carried by the parties and in force at the time of such damage.
- 8.8 As a condition of this Lease, Lessor shall be inserted as an added insured on all of Lessee's insurance policies. Satisfactory proof thereof shall be submitted to Lessor prior to occupancy.

- 8.9 Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this Lease.

9. Destruction.

- 9.1 If during the term, the Premises are totally or partially destroyed from any cause, rendering the Premises totally or partially inaccessible or unusable, Lessor may either terminate this Lease or restore the premise within a reasonable time and this Lease shall continue in full force and effect. If the Premises are rendered partially or totally inaccessible or unusable for a period of more than thirty (30) days and the Lessor's insurance fails to provide suitable alternative facilities, the parties shall renegotiate the provisions of this Lease or Lessee can choose to terminate Lease.

10. Condemnation. If the Premises are totally taken by condemnation, this Lease shall terminate on the date of taking. The Lease shall also terminate if there is a partial taking that renders the use of the Premises impractical by Lessee.

11. Default.

- 11.1 The occurrence of any of the following shall constitute a default by Lessee:

11.1.1 Failure to pay Rent when due, if failure continues for five (5) business days after notice has been given to Lessee;

11.1.2 Abandonment and vacation of the Premises; or

11.1.3 Failure to perform any non-Rent covenant of this Lease if not cured within thirty (30) days after notice has been given to Lessee.

- 11.2 Notice given under this paragraph shall be in writing and specify the alleged default and the applicable Lease provisions and shall demand that Lessee perform the provisions of this Lease or pay the Rent that is in arrears, as the case may be, within the applicable period of time, or quit the Premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless Lessor so elects in the notice.

- 11.3 Lessor can continue this Lease in full force and effect, and the Lease will continue in effect as long as Lessor does not terminate Lessee's right to possession, and Lessor shall have the right to collect Rent when due. During the term Lessee is in default, Lessor can enter the Premises and relet them, or any part of them to third parties for Lessee's account. Lessee shall be liable immediately to Lessor for all costs Lessor incurs in reletting the Premises, including, without limitations, broker's commission, expenses of remodeling the Premises required for the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining term of this Lease. Lessee shall pay the Lessor the Rent due under this Lease on the dates the Rent is due, less the Rent Lessor received from any

reletting. No act by Lessor allowed in this paragraph shall terminate this Lease unless Lessor notifies Lessee that Lessor elects to terminate the Lease.

- 11.4 No act by Lessor other than giving notice to Lessee shall terminate this Lease. Acts of maintenance, efforts to relet the Premises, or the appointment of a receiver on Lessor's initiative to protect Lessor's interest under this Lease shall not constitute a termination of Lessor's right to possession.
- 11.5 Lessor at any time after Lessee commits a default, can cure the default at Lessee's cost. If the Lessor at any time, by reason of Lessee's default, pays any sum or does any act that requires the payment of any sum, the sum paid by the Lessor shall be due immediately from Lessee to Lessor at the time the sum is paid; and if paid at a later date shall bear interest at the rate of ten percent per annum from the date the sum is paid by Lessor until Lessor is reimbursed by Lessee. The sum, together with the interest on it, shall be additional Rent.
- 11.6 Lessor and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes: 1) to determine whether the Premises are in good condition and whether Lessee is complying with its obligation under this Lease: 2) to do any necessary maintenance of custodial work required by this Lease.

12. Notices and Demands All notices including change of address to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth herein as such party's principal office or that at such other address as either party from time to time designate in writing.

To Lessee: Ross Valley School District
110 Shaw Drive.
San Anselmo, CA 94960
Attn: Midge Hoffman

To Lessee: Marilyn Izdebski
15 Cottage Avenue
San Anselmo, CA 94960

13. Waiver

- 13.1 No delay or omission in the exercise of any right or remedy of Lessor on any default by Lessee shall impair such a right or remedy or be construed as a waiver.
- 13.2 The receipt and acceptance by Lessor of delinquent Rent shall not constitute a waiver of any other default (it shall constitute only a waiver of timely payment for the particular Rent payment involved). No act or conduct of Lessor, including, without limitation, the acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Lessor before the expiration of the term. Only a notice from the Lessor to Lessee shall constitute acceptance of this surrender of the Premises and accomplish a termination of the Lease.

- 13.3 Lessor's consent to or approval on any act by Lessee requiring Lessor's consent or approval shall not be deemed to render unnecessary Lessor's consent to or approval of any subsequent act by Lessee.
- 13.4 Any waiver by Lessor of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

14. Attorneys' Fees.

- 14.1 If either party becomes a party to any litigation concerning this Lease, the Premises, or the building or other improvements in which the Premises are located, by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party that becomes a party to that litigation or any act or omission of its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorneys fees and court cost incurred by it in the litigation.
- 14.2 If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

15. Surrender of Premises – Holding Over.

- 15.1 Surrender of Premises. On expiration of the ten (10) days after termination of the term, Lessee shall surrender to Lessor the Premises and all Lessee's improvements and alterations in good condition (except for ordinary wear and tear), except for alterations that Lessee has the right to remove or is obligated to remove. Lessee shall remove all its personal property within the above stated time.
- 15.2 Lessor can elect to retain or dispose of in any manner any alteration of Lessee's personal property that Lessee does not remove from the Premises upon expiration or termination of the term as allowed or required by this Lease by giving at least ten days notice to Lessee. Title to any such alterations or Lessee's personal property that Lessor elects to retain or dispose of on expiration of the ten day period shall vest in Lessor. Lessee waives all claims against Lessor for any damage to Lessee resulting from Lessor's retention of or disposition of any such alterations of Lessor's retention of or disposition of any such alterations of Lessor's personal property. Lessee shall be liable to the Lessor for the Lessor's costs for storing, removing, and disposing of any alterations or Lessee's personal property and shall pay Lessor in addition monthly Rent equal to three (3) times the monthly Rent payable for the last month of the term thereof; and payment of such amounts shall not create any right of Lessee to remain as tenant beyond the term hereof or for any period thereafter.
- 15.3 If Lessee fails to surrender the Premises to Lessor on expiration of ten (10) days after termination of the term, Lessee shall hold Lessor harmless for all damages resulting in Lessee's failure to surrender the Premises.

- 15.4 Holding Over. If Lessee, with Lessor's written consent, remains in possession of the Premises after expiration or termination of the Term, or after the date in any notice given by Lessor to Lessee terminating this Lease, such possession by Lessee shall be deemed to be month-to-month tenancy terminable on thirty (30) days notice given at any time by either party. During such month-to-month tenancy, Lessee shall pay all Rent required by this Lease. All provisions of this Lease except those pertaining to term shall apply to the month-to-month tenancy.

16. Miscellaneous Provisions

- 16.1 Successors. This Lease shall be binding on and ensure to the benefit of the parties and their successors provided, however, Lessee shall not voluntarily assign or encumber interest in this Lease or in the Premises, or sublease all or any part of the Premises, or allow any other person or entity to occupy or use any or all or any part of the Premises, without first obtaining Lessor's consent. Any assignment, encumbrance or sublease without Lessor's consent, shall be voidable and, at Lessor's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.
- 16.2 California Law. This Lease shall be construed and interpreted in accordance with the laws of the State of California.
- 16.3 Adult Supervision. Lessee shall provide adequate adult supervision over the conduct of all activities on the Premises.
- 16.4 Termination of Lease. This Lease shall be terminable: 1) by the Lessor upon the giving of three (3) months written notice in the event of sale of premise; 2) by the Lessor upon the giving of ninety (90) days written notice if Lessor hereafter determines that it has a need to reemploy the Premises for the purpose of classroom instruction, and/or to renovate or reconstruct the existing building for such purpose; 3) by Lessor, upon the giving of thirty (30) days written notice, should problems arise of such severity that Lessor in reasonable exercise of its discretion, determines that continued use of the Premises by Lessee is not in the best interest of the school district or community; 4) by the Lessor on thirty (30) days written notice in the event that Lessee ceases to employ the Premises exclusively for the permitted purposes; and 5) by the Lessor at any time, after violation or nonperformance by the Lessee of any of the terms and provisions hereof, incurred after thirty (30) days written notice.
- 16.6 Board Approval. Lessor and Lessee acknowledge that this Agreement is subject to approval by the Lessor's Board. Notwithstanding anything in this Lease to the contrary, neither the Lessor nor the Lessee shall have any obligation hereunder until the Board's approval of this Lease.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the day and year first set forth above.

Dated: _____, 20____

ROSS VALLEY SCHOOL DISTRICT

By: _____

Print Name: _____

Print Title: _____

Dated: _____, 20____

MARILYN IZDEBSKI

By: _____

Print Name: _____

Print Title: _____

ORIGINAL

AMENDMENT TO DEER PARK LEASE

This Amendment of a Lease Agreement is entered into by and between the Ross Valley School District and the Fairfax/San Anselmo Children's Center.

RECITALS

1. Ross Valley School District ("District") is the owner of two parcels of real property, the Deer Park School Site ("Deer Park"), located at 199 Porteous Avenue, Fairfax, and the Red Hill School Site ("Red Hill"), located at 110 Shaw Drive, San Anselmo.
2. The District and Fairfax/San Anselmo Children's Center ("Lessee") are parties to a Lease Agreement ("Lease") for the use of the facilities at Deer Park, the original term of which was for fifteen years, commencing on May 27, 1999, through June 30, 2014. The Lease provides Lessee with the option to extend the term of the Lease, for an additional five year period ("Extension Period"), subject to renegotiation of the monthly rental rate. Lessee has provided notice of its desire to exercise this option.
3. The District plans to consider the best long-term use of Deer Park, which could include the possibility of selling or re-purposing the property before the expiration of the Extension Period.
4. The District values its long partnership with Lessee and wishes to assist Lessee in providing continuity in its services and programs, including the possibility of providing Lessee with facilities at the Red Hill site during a portion of the Extension Period, if some or all of Deer Park becomes unavailable.

The District and Lessee, therefore, agree to extend the term of the Lease on the following terms:

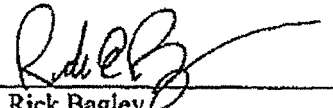
AGREEMENT

1. Extension of Lease: The term of the Lease shall be extended for (5) five additional years, to July 1, 2019.
2. Rent Amount: The rent for the remainder of the five year term shall be \$7,725.00 per month. The rent shall remain the same in the event the Lessee moves to the Red Hill facility.
3. Relocation to Red Hill: It is the intention of the parties that if Lessee is relocated at some point during the Extension Period to Red Hill, Lessee may occupy Red Hill from the time of the relocation to the end of the lease term. In no event shall any potential relocation to Red Hill be made unless the improvements of Red Hill are substantially complete, and in accordance with the approved Plan as identified and described in paragraph 7, below. Unless otherwise agreed, Lessee shall remain at Deer Park in accordance with the terms of the Lease.

4. Suspension: The duties of either party to improve Deer Park, as specified in Section 7 of the underlying Agreement and attachments thereto, are suspended during this Extension Period.
5. Date of Relocation: In the event of a relocation the District shall provide the Children's Center with at least six (6) months advance notice of the pending relocation.
6. Events of Delay: The Lessee's possible relocation to Red Hill may be delayed for a reasonable period of time upon the occurrence of any of the following: (i) the improvements at Red Hill site are not completed; (ii) any expected financing needed to complete the improvements is not available; (iii) delays in the approval process for Community Care Licensing; and (iv) the parties mutually agree that good cause exists for delaying a move to Red Hill or to an alternative facility.
7. Project Consultation: In the event of a relocation to Red Hill and as part of the planning and construction process, the District and its design team shall consult with the Children's Center and determine its reasonable space, equipment and programmatic needs at the Red Hill site. The District shall thereafter prepare a Construction Plan ("Plan"), which will be reviewed and approved by the Children's Center. Approval shall not be unreasonably withheld.
8. New Agreement: As part of any possible relocation to Red Hill, the District and Lessee will meet and confer to determine the terms of a new lease agreement addressing the needs of both parties at the Red Hill site and which will replace the terms of the underlying Agreement and subsequent amendments.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to Lease, effective as of February 18, 2015.

ROSS VALLEY SCHOOL DISTRICT

By 
Name: Rick Bagley
Title: Superintendent

Dated: February 18, 2015

FAIRFAX SAN ANSELMO CHILDREN'S CENTER

By 
Name: Heidi Tomskey
Title: Executive Director

Dated: February 18, 2015

RED HILL MODERNIZATION	OPTION A	OPTION B
SUMMARY SHEET		
SELECTIVE DEMOLITION	79,827	136,071
playstructure/landscaping		
interior partitions/folding doors		
plumbing fixtures		
selective doors & frames		
selective asphalt removal		
mechanical systems		
ceramic tile and concrete		
VAT flooring		
electrical fixtures/lights		
roofing		
EARTHWORK	20,350	20,350
preparation for landscaping		
ASPHALT PAVING	101,000	101,000
new asphalt over base and striping		
EXTERIOR IMPROVEMENTS	39,350	39,350
irrigation		
chain link fence		
sod		
AMPHITHEATER REPAIRS	80,000	80,000
repair to meet ADA		
ROUGH INTERIOR	22,370	41,090
concrete floor and curbs		
carpentry		
misc metal		
ROOFING and INSULATION	54,303	105,905
built-up/shingle/flashing		
joint sealers		
DOORS and FINISH HARDWARE	34,710	54,155
interior and exterior		
INTERIOR FINISHES	86,760	143,100
gypsum board		
ceramic tile/ paint		
resilient flooring/carpeting		
EXTERIOR	8,490	16,980
painting		
INTERIOR FURNISHINGS	55,650	67,060
markerboards/tackboards		
fire extinguisher w/cabinet		
casework/blinds		

ROSS VALLEY SCHOOL DISTRICT

August 28, 2013

PLUMBING		51,410	65,375
fixtures			
accessories/partitions			
piping			
HVAC		67,400	129,600
furnace and air conditioning			
ducting and fans			
ELECTRICAL		64,050	83,750
electrical panels			
light fixtures			
EXTERIOR LIGHTING		8,000	8,000
area lighting- safety/security			
EXTERIOR EQUIPMENT		83,800	83,800
playsctructure			
basketball/tetherball			
ART			
kiln room (new structure)		35,000	35,000
FIRE ALARM		13,375	16,125
new devices			
LOW VOLTAGE		29,600	35,150
Clock/ intercom/data/security			
REMODEL EXISTING PORTABLES		20,000	30,000
SUBTOTAL		955,444	1,291,861
GENERAL CONDITIONS:	10%	95,544	129,186
O'HEAD & PROFIT:	6%	63,059	85,263
BONDS:	2%	22,281	30,126
ESCALATION:	2%	22,727	30,729
DESIGN CONTINGENCY:	20%	231,811	313,433
ALLOWANCE FOR UNKNOWN BLDG COND.	20%	191,089	258,372
Estimated Total Cost of Construction:		1,581,955	2,138,970

ROSS VALLEY SCHOOL DISTRICT

August 28, 2013

Allowance for CEQA (study only)		65,000	65,000
SOFT COST ALLOWANCE	25%	411,739	550,993
Architect/Engineer			
Planning			
State of California, Division of the State Architect (DSA)			
Inspection & Testing			
Oversight			
TOTAL ESTIMATED BUDGET COST:		2,058,694	2,754,963

General Scope of Options

OPTION A: Six (6) classrooms, library/MU room, offices, minimal boys, girls and staff restrooms.

Refurbish Building B plus two (2) portable classroom buildings to yield the six (120) classrooms.

Refurbish amphitheater, new playstructure and limited hard space for play area.

OPTION B: nine (9) classrooms in lieu of six as above. Four (4) in building B, four (4) in Building C and one (1) portable. In addition, the other two (2) available portables will be for art and music

Balance same as OPTION A except boys & girls restrooms larger with girls in one building and boys in the other. Additional exterior work such as covered walkway between buildings

No other ancillary spaces added.

Additional Notes: Per BOT direction, RVSD Staff meet with San Anselmo Public Works Staff to determine possible cost and timeline of the public process to work out traffic impact at Sir Francis Drake Blvd and Shaw Drive. Possible cost to the District could range between \$200,000 and \$400,000 with a timeline of 12 to 19 months

RED HILL MODERNIZATION	OPTION A	OPTION B
SUMMARY SHEET		
SELECTIVE DEMOLITION	79,827	136,071
playstructure/landscaping		
interior partitions/folding doors		
plumbing fixtures		
selective doors & frames		
selective asphalt removal		
mechanical systems		
ceramic tile and concrete		
VAT flooring		
electrical fixtures/lights		
roofing		
EARTHWORK	20,350	20,350
preparation for landscaping		
ASPHALT PAVING	101,000	101,000
new asphalt over base and striping		
EXTERIOR IMPROVEMENTS	39,350	39,350
irrigation		
chain link fence		
sod		
AMPHITHEATER REPAIRS	80,000	80,000
repair to meet ADA		
ROUGH INTERIOR	22,370	41,090
concrete floor and curbs		
carpentry		
misc metal		
ROOFING and INSULATION	54,303	105,905
built-up/shingle/flashing		
joint sealers		
DOORS and FINISH HARDWARE	34,710	54,155
interior and exterior		
INTERIOR FINISHES	86,760	143,100
gypsum board		
ceramic tile/ paint		
resilient flooring/carpeting		
EXTERIOR	8,490	16,980
painting		
INTERIOR FURNISHINGS	55,650	67,060
markerboards/tackboards		
fire extinguisher w/cabinet		
casework/blinds		

PLUMBING		51,410	65,375
fixtures			
accessories/partitions			
piping			
HVAC		67,400	129,600
furnace and air conditioning			
ducting and fans			
ELECTRICAL		64,050	83,750
electrical panels			
light fixtures			
EXTERIOR LIGHTING		8,000	8,000
area lighting- safety/security			
EXTERIOR EQUIPMENT		83,800	83,800
playsctructure			
basketball/tetherball			
FIRE ALARM		13,375	16,125
new devices			
LOW VOLTAGE		29,600	35,150
Clock/ intercom/data/security			
PORTABLE CLASSROOM ALLOWANCE		20,000	
SUBTOTAL		920,444	1,226,861
GENERAL CONDITIONS:	10%	92,044	122,686
O'HEAD & PROFIT:	6%	60,749	80,973
BONDS:	2%	21,465	28,610
ESCALATION:	2%	21,894	29,183
DESIGN CONTINGENCY:	20%	223,319	297,663
Estimated Total Cost of Construction:		1,339,916	1,785,976
SOFT COST ALLOWANCE	25%	334,979	446,494
Architect/Engineer			
Planning			
State of California, Division of the State Architect (DSA)			
Inspection & Testing			
Oversight			
TOTAL ESTIMATED BUDGET COST:		1,674,895	2,232,469