

**FACILITIES USE AGREEMENT
BY AND BETWEEN
RAVENSWOOD CITY SCHOOL DISTRICT AND
FAMILY CONNECTIONS**

THIS AGREEMENT ("Agreement") is made this 1st day of June 2019, by and between the Ravenswood City School District, a public school district organized and existing under the laws of the State of California ("District") and Family Connections ("Family Connections"). The District and Family Connections are collectively referred to as "the parties."

RECITALS

WHEREAS, Family Connection's mission is to create the highest quality family learning community so that underserved parents and children together become the drivers of their own success; and

WHEREAS, Family Connections serves up to 60 families at the Belle Haven site each year. Children will be assessed and monitored on their growth and development with referrals made as necessary. Children will be prepared for kindergarten, parents will develop leadership skills and learn how to best support their child's academic success in kindergarten and beyond; and

WHEREAS, Family Connections provides free preschool, parent education, school readiness, and family engagement opportunities to families living within the Ravenswood City School District boundaries; and

WHEREAS, The supports and services Family Connections provides benefit and strengthen the K-12 school community, through providing a strong early learning community and ongoing supports that continue to engage parents and caregivers, along with their children, in being partners in learning, in order to ensure their child's educational success starting in early childhood, into elementary school, and beyond; and

WHEREAS, Family Connections will provide data on Family Connections program participants as requested by the District; and

WHEREAS, Family Connections and RCSD have partnered since 1997 when Family Connections first opened its site on the Belle Haven campus. This is a continuation, recommitment and strengthening of that long-time partnership, in support of the children and families we serve; and

WHEREAS, the mission of the District's Belle Haven School is to work collaboratively in empowering the school community to reach its emotional, social and academic potential; and

WHEREAS, Family Connections and the District together, enter into this Agreement to mutually promote efforts to prepare children for kindergarten and to engage parents in their children's education from preschool into elementary school; and

WHEREAS, the District will communicate on a regular basis through the Belle Haven & YESS collaborative and update Family Connections on any changes to District policies or initiatives affecting Family Connections; and

WHEREAS, the District has available portable classrooms P16 (collectively the "Facility" or "Facilities") on the campus of the Belle Haven School (the "Site"); and

WHEREAS, the parties desire to set forth the terms and conditions pursuant to which Family Connections will occupy and utilize the Facilities and portions of the Site.

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

Section 1. Authorization. Subject to the terms and conditions of this Agreement, the District authorizes Family Connections to exclusively occupy and use the Premises Property for Pre-school purposes. Additionally, Family Connections is authorized to use the Property for non-exclusive vehicular parking and ingress and egress in connection with the authorized use.

Section 2. Prior Rights. This Agreement is made subject and subordinate to the prior and continuing right and obligation of the District to use the Property. There is reserved with the District the right to maintain and use existing and future facilities and appurtenances. This agreement is made subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title, which may affect the Property. The words "authorization to use" shall not be construed as a covenant against the existence of any of these or establish any ownership interest in the Property.

Section 3. Use of Site. Family Connections shall have year-round use of the Site's outdoor space and shared adult bathrooms during their hours of operation (7:00 a.m. – 6:00 p.m., *Monday - Friday*). Prior to July 1 of each year, the parties shall agree upon a shared use schedule *outside of those hours*. Family Connections shall also be allowed to place appropriate early education materials in the outdoor space adjacent to Classrooms P13 & P14 and place appropriate legal signage on the doors to the Facilities. The District shall provide keys for Family Connections to have access at the closest outside gate, the Facilities, and shared adult bathrooms.

Section 4. Civic Center Act Compliance. Family Connections shall have exclusive use of the Site for the operation of its program during its regular school hours; provided, however, that after 6:00 p.m. during the week and all day on weekends and holidays, the Site and Facilities shall be subject to use by the public pursuant to the Civic Center Act and/or any joint use or recreational program use that has been established by the District. Civic Center Act use requests for use of the Site and/or Facilities by users other than Family Connections shall be evaluated and handled by the District, but coordinated with Family Connection's contact individual set forth in Section 18. Use of the playground shall be open to the public at all times that school is not in session.

Section 5. Telecommunications. The responsibility to provide all communications equipment, including telephones, computer and related hardware, software, and all required services, shall be the responsibility of Family Connections.

Section 6. Term. The term of this Agreement shall commence on June 1, 2019 and end on June 30, 2021. The Parties mutually agree to an extension of this agreement, with specifics to be negotiated on or before January 31, 2021.

Section 7. Termination. This Agreement will automatically terminate upon the commission of a default or breach of its obligations by Family Connections. The occurrence of any one or more of the following events shall constitute a default and material breach of this Agreement by Family Connections:

- (a) The failure by Family Connections to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Family Connections (including shared use terms, if applicable) where such failure shall continue for a period of forty-five (45) days after receipt of written notice thereof by District to Family Connections.
- (c) The failure by Family Connections to maintain from the State of California Department of Social Services such license(s) as required to operate an early childhood education program with Community Care Licensing.
- (d) The failure by Family Connections to utilize the Site and Facilities for the sole purpose of operating an early childhood education program.
- (e) The failure by Family Connections to maintain insurance of the types and levels as required by this Agreement.

Section 8. Rent. Family Connections utilizes space on the Belle Haven school campus rent free and wishes to continue to do so. Family Connections pays for all landscaping, minor repairs, improvements (with permission from the District) as well as all utilities (paid directly to the District.)

Section 9. Monthly Reimbursement of Network and Telephone. Permittee shall have use of the existing telephone and network systems available in the Facilities. Family Connections will pay a flat monthly fee of \$50 for Internet beginning on June 1, 2019 for the use of that system. The monthly Internet fee shall be due and payable within thirty days of receipt of an invoice from the District. The cost of this Internet fee will be adjusted each time the District's monthly cost increases, in an amount proportional to the increase. This Internet fee is separate and distinct from the Annual Rent set forth in Section 8 above. If Family Connections no longer desires to use the District's network system, it will provide written notice to the District. The District will no longer charge the Internet fee after the date specified on Family Connection's written notice.

Section 11. Use. Family Connections shall use the Property and Premises exclusively for early childhood education purposes and shall not use or permit the Premises to be used for any other purpose without the prior consent of District.

Family Connections shall not do or permit anything to be done in or about the Property or Premises nor bring or keep anything therein which will in any way increase the existing insurance rate of or affect any fire or other insurance upon the Site/Facility or any of its contents, or cause cancellation of any insurance policy covering the Site/Facility or any of its contents. Family Connections shall not use or allow the Site/Facility to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Family

Connections cause, maintain, or permit any nuisance in, on or about the Site/Facility. Family Connections shall not commit or suffer to be committed any waste in or upon the Site/Facility.

Without limiting the foregoing, Family Connections shall comply with the instructions of District representatives relating to the proper manner of protecting the Site/Facility and the general operations of the District's Property. In addition, Family Connections will adhere to the following specific requirements:

(a) Family Connection's program operations on the Property shall be performed in such manner that it shall not endanger or interfere with the District's activities on the Property. Approval by the District shall not constitute a warranty by the District that such operations will adhere and conform to applicable federal, state, and/or local codes and regulations.

(b) Family Connections shall take protective measures necessary to keep the Property safe and unaffected from its operations.

(c) Family Connections shall not pile or store any materials or park any equipment, when not in use, on the Property except as approved by the District. The District is not responsible for any Property or materials left stored by Family Connections, its employees, agents, contractors and subcontractors.

(d) Upon termination of this Agreement, Family Connections shall remove from the Site/Facility all equipment and materials placed thereon by Family Connections or its agents. Except for normal wear and tear, Family Connections shall restore said Site/Facility to the same state and condition as when Family Connections entered thereon. This does not include site improvements/modernization completed by Family Connections, at Family Connection's expense, with consent from the District.

(e) Family Connections understands and agrees that the Property is an operating school administration complex and is not open or accessible to members of the public for any purpose without the express permission of the District. It is expressly acknowledged that Family Connections will have invitees on the Site/Facility in the conduct of its business and permission is hereby granted for that purpose.

(f) District retains the right to control parking or enforce all parking regulations or parking usage of the Property at all times. Except as provided in Section 8, Rent, the District agrees not to charge Family Connections any additional fees for parking on the Property.

(g) Family Connections shall have exclusive use of the Premises for operation of its program during regular business hours; provided, however, that after 6:00 p.m. during the week and all day on weekends and holidays, the Premises and Property shall be subject to use by the public pursuant to the Civic Center Act.

Section 12. Utilities. District shall furnish to the Premises reasonable quantities of gas, water, sewer, electricity, and heating, as required for Family Connection's use of the Premises. Such utilities and services shall be furnished to the Premises at all times during the term and the costs thereof are paid directly to the District by Family Connections.

District shall not be liable for failure to furnish utilities to the Premises when the failure results from causes beyond District's reasonable control, but in case of failure District shall immediately take all reasonable steps to restore the interrupted utilities.

Section 13. Janitorial Services. Family Connections, at its expense, shall provide janitorial services sufficient to maintain the Premises and adjoining common areas in a clean well-maintained condition. Family Connections shall provide to the Premises the same level of janitorial services as the District provides to its administrative offices and classrooms at this complex.

Section 14. Real Property Taxes Paid by District. District shall pay or cause to be paid, before delinquency, all taxes and assessments levied against the Site/Facility, if applicable.

Section 15. Personal Property Taxes Paid by Family Connections. Family Connections shall pay, or cause to be paid, before delinquency, all taxes and assessments levied against Family Connection's personal property in the Premises, if applicable.

Section 16. Maintenance and Repairs.

(1) During the agreement term, District shall maintain the Site/Facility in good repair and tenantable condition, to minimize breakdowns and loss of Family Connection's use of the Site/Facility caused by deferred or inadequate maintenance, including, but not limited to:

(a) Generally maintaining the Facility in good, free, operating condition and appearance, including all landscaped areas.

(b) Furnishing prompt, good quality repair of the Facility, equipment and appurtenances.

(c) Furnishing preventive maintenance, including but not limited to, manufacturer's recommended servicing of equipment such as electrical, heating and ventilating equipment, and fixtures.

(d) Furnishing and promptly replacing fluorescent tubes, ballasts, starters, and filters for the heating, ventilating, and air conditioning equipment as required.

(e) Furnishing remedial painting as necessary to keep the Premises in a neat, clean and orderly condition.

(f) Annual testing and maintenance of all fire extinguishers in or adjacent to the Premises.

(g) Repair and replace parking lot bumpers and paving as necessary, and remove water, etc. from parking and paved areas.

(2) District shall provide prompt repair or correction of any damage except damage arising from a willful or negligent act of Family Connections, its agents, employees or invitees.

(3) In case District, after (5) days' notice from Family Connections requiring District to comply with the requirements of this section in regard to a specified condition, shall fail, refuse or neglect to comply with such notice, or in the event of an emergency constituting a hazard to the health or safety of Family Connections, its employees, Property, or invitees, Family Connections may perform such maintenance or make such repair at its own costs and, in addition to any other remedy Family Connections might have, may deduct the amount thereof, including necessary costs incurred by Family Connections required for the administration of such maintenance and repairs, from the fee that may then be or thereafter become due thereunder.

Section 17. Installation of Improvements. Family Connections shall not construct or install any improvements on the Site or Facilities or otherwise permanently alter the Site or Facilities without the prior written consent of District and if required, the Division of the State Architect. Prior to commencement of construction, Family Connections shall meet with the District to discuss the project, and any related issues.

The District's approval of any improvements, including the construction schedule, work hours, and modifications, shall be at the District's sole and absolute discretion. Contractors retained by Family Connections with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with the District construction requirements. The casualty and liability insurance shall name the District as an additional insured.

The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable to public works construction, including, but not limited to, building codes, fingerprinting requirements, approval by the Division of the State Architect, California Environmental Quality Act, and competitive bidding requirements as required. The procurement and construction of the Project shall be in full compliance with the California Public Contract Code as required.

Family Connections shall comply with the Americans with Disabilities Act of 1990 ("ADA"), as required by Community Care Licensing and the regulations promulgated thereunder, as amended from time to time. All responsibility for compliance with the ADA relating to the Site and the activities conducted by Family Connections within the Site shall be exclusively that of Family Connections and not of District. Any alterations to the Site made by Family Connections for the purpose of complying with the ADA or which otherwise require compliance with the ADA shall be done in accordance with this Section; provided that District's consent to such alterations shall not constitute either District's assumption, in whole or in part, of Family Connection's responsibility for compliance with the ADA, or representation or confirmation by District that such alterations comply with the provisions of the ADA.

The District or District's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the Site and Facilities and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students. This provision shall apply to any signage established by Family Connections at the Site. All improvements made to the Site or Facilities (excluding personal property) shall become the property of the District at the conclusion of this Agreement.

Section 18. Mutual Hold Harmless.

(1) It is agreed that Family Connections shall defend, hold harmless and indemnify District, its officers, agents and/or employees from all claims for injuries to persons and/or damage to Property, which arise from the negligent acts or omissions of Family Connections, its officers, agents and/or employees, in the performance of this Agreement.

(2) It is further agreed that District shall defend, hold harmless and indemnify Family Connections, its officers, agents and/or employees from all claims for injuries to persons and/or damage to Property, which result from the negligent acts or omissions of District, its officers, agents and/or employees in the performance of this Agreement.

(3) In the event of the concurrent negligence of Family Connections, its officers, agents and/or employees, and District, its officers, agents and/or employees, then the liability for

any and all claims for injuries or damages which arise out of the performance of the terms and conditions of this Agreement shall be apportioned under "California's Theory of Comparative Negligence" as presently established, or as may be hereafter modified.

Section 19. Insurance. Family Connections shall, at its sole costs and expense, commencing as of the date of this Agreement, and during the entire Term hereof, procure, pay for and keep in full force and affect the following insurance:

- (a) **General Liability Insurance.** Family Connections shall maintain throughout the Term of this contract, at its own expense, general liability insurance with limits of liability of \$2,000,000 aggregate and \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If any form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. This insurance shall include products and completed operations of the same limits as the policy limits. This insurance shall be endorsed to include the following: (i) the District, its officers, officials, employees, agents and volunteers as additional insureds; (ii) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District; and (iii) a written notice to be mailed to the District 30 days prior to the effective date of a cancellation or non-renewal of such insurance.
- (b) **Property Insurance.** Family Connections shall maintain throughout the Term of this Agreement, at its own expense, property insurance insuring real and personal property of the named insured with a blanket limit applying to all property of \$1,000,000 owned, rented, leased, or borrowed by Family Connections covering perils. Such insurance shall be endorsed to (i) include as additional insured and loss payee the District as their interests may appear; and (ii) provide a written notice mailed to the District at least 30 days prior to the effective date of a cancellation or non-renewal.
- (c) **Workers' Compensation Insurance** as required by the State of California and Employer's Liability Insurance (for lessees with employees). This insurance shall be endorsed to include the following: (i) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District; and (ii) a written notice to be mailed to the District 30 days prior to the effective date of a cancellation or non-renewal of such insurance.

All deductibles or self-insured retentions applicable to the above required insurance shall be specifically approved by the District prior to its application, except the Property Insurance required above may include a deductible of not more than \$10,000 without prior approval.

The insurances required above shall be provided by a company or insurance joint powers authority with the consent of the District prior to commencement of such insurance.

Family Connections shall provide proof of such insurance prior to taking possession of the Site and Facilities, including copies of the endorsements specifically required above. Family Connections shall provide proof of renewal of any insurance required above, including any endorsements required, at least 15 days prior to the expiration of such insurance.

Section 20. Hazardous Materials Activity. Family Connections shall not store, handle or generate hazardous materials/waste/underground tanks on the Site/Facility, without the written consent of District. In the event that Family Connections does store, handle, or generate hazardous materials on the Property without District's consent, Family Connections shall be deemed to be in breach of this Agreement and shall be subject to such remedies as are available to District under law, and as provided herein. Additionally, Family Connections shall be liable for the payment of all costs of investigation and remediation of hazardous materials on the Site/Facility that may be required in the event that Family Connections does store, handle, or generate hazardous materials on the Site/Facility, and shall relieve, indemnify, protect, and save harmless District against any and all claims and liabilities, of any kind or nature whatsoever, arising out of the presence of any such hazardous materials introduced to the Site/Facility by Family Connections.

Hazardous materials means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the work place or the environment. Hazardous materials include, but are not limited to, hazardous substances, hazardous waste, and any material which a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the work place or the environment. Examples of such hazardous materials are, but are not limited to: waste oil, solvents, gasoline and compressed gases.

Section 21. Condition of Property. The District is not aware of any defect in or condition of the Site or Facilities that would prevent their use for Family Connection's purposes. The District has received no notice of any violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Site and Facilities that calls into question the appropriateness or sufficiency of the Site and Facilities for their intended purpose. Family Connections, at its sole cost and expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the Facilities that arise after Family Connections takes possession of the Site and Facilities, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality.

In the event that allocation of the Site and Facilities or use or modification of the Site and Facilities by Family Connections triggers the application of and/or compliance with the California Environmental Quality Act or compliance with any existing environmental mitigation measures related to ongoing use of the Site, Family Connections shall comply with same. Should Family Connections engage in any activity on the Site that constitutes a "project" under CEQA, the cost of CEQA compliance shall be borne in full by Family Connections, but the District shall act as the lead agency for the purposes of such CEQA compliance. Should Family Connections fail to inform the District of activities that may require CEQA compliance in advance of engaging in such activities, Family Connections shall assume all liability for legal claims arising out of said failure.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Site in whole or in part as a result of Family Connection's use and occupancy thereof, Family Connections,

at its expense, shall be obligated to clean all the property affected, to the satisfaction of the District and any governmental agencies having jurisdiction over the Site.

Section 22. Title to Property. The parties acknowledge that title to the Site and Facilities is held by the District and shall remain in the District at all times.

Section 23. Fingerprinting. Family Connections shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1.

Section 24. Access. Family Connections shall permit the District, its agents, representatives or employees, to enter upon the Site for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the Site required by this Agreement. The District shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants.

Section 25. Compliance with Laws. Family Connections shall comply with all applicable laws, regulations, rules and orders with respect to the use of the Site/Facility, regardless of when they become or became effective, including, without limitation, those relating to signage, health, safety, noise, environmental protection, hazardous materials, waste disposal and water and air quality.

Section 26. Notice and Appointments. Each party shall appoint a person to serve as the official contact and coordinate the activities of the parties. The initial appointees are set forth below. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed to the appointees as set forth below. Unless otherwise stated herein, notices shall be deemed sufficiently served five (5) days after the date of mailing or upon personal delivery.

If to Tenant: Sarah Poulain
Executive Director
C/o Family Connections
1215 O'Brien Drive
Menlo Park, CA 94025
(650) 556-9503 ext. 102

If to the District: Ms. Gina Sudaria
Interim Superintendent
Ravenswood City School District
2120 Euclid Avenue
East Palo Alto, CA 94303

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

Section 27. Subcontract and Assignment. Neither party shall assign its rights, duties or privileges under this Agreement, nor shall a party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other party. Family Connections shall not, without the express written consent of the District, sublease, pledge, encumber, mortgage or otherwise transfer or assign to any party whatsoever any interest in the Site or Facilities.

Section 28. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 29. Entire Agreement of Parties. This Agreement, and all its incorporated documents, constitute the entire agreement between the parties and supersede all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the parties expressly indicating an intent to modify or amend this Agreement.

Section 30. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in San Mateo, California.

Section 31. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.

Section 32. Waiver. The waiver by any party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 33. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 34. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 35. No Smoking. Family Connections understands that smoking is prohibited on the Premises and Property at all times.

Section 36. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 37. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

Section 38. Integration. This Agreement constitutes the complete expression of the agreement between the parties and supersedes any prior agreements, whether written or oral, concerning the subject of this Agreement, which are not fully expressed in this Agreement. The parties intend this Agreement to be an integrated agreement. Any modification of or addition to this Agreement must be by means of a written amendment signed by both parties.

Section 39. Priority. Family Connections shall prioritize servicing children and families from the Ravenswood Community.

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

RAVENSWOOD CITY SCHOOL DISTRICT

By: _____

Title: _____

FAMILY CONNECTIONS

By: _____

Title: _____

EXHIBIT A

SHARED USED TERMS

The following terms and conditions supplement the terms outlined in the main body of this Agreement.

1. Shared Use of Site. Family Connections shall share use of the Site with the Belle Haven School ("Co-Occupant") for the term of this Agreement. During the period of shared Site use, Family Connections shall enjoy exclusive use of the following Facilities:

Portable classrooms P16

Family Connections shall have shared use of the following other facilities located on the Site ("Shared Use Facilities"), pursuant to a shared use schedule to be developed between the Family Connections and the Co-Occupant, as described in Section 2 below:

Outdoor space and adult bathrooms

Upon the expiration of any period of shared use, the terms and obligations of this Exhibit A shall no longer apply to Family Connection's use of the Site and Facilities.

2. Shared Use Schedule. Family Connections and its Co-Occupant shall develop, in conjunction with District staff and prior to Family Connection's occupancy of the Facilities, a schedule of use of the Shared Use Facilities. Shared Use Facilities may be allocated on a square footage basis, based on the proportion of each occupant's students to the total number of students on the Site, or based on a time percentage basis representing the same proportional breakdown. The parties shall negotiate in good faith to develop a shared use schedule that recognizes the needs of students of both occupants, as well as issues related to staffing, school safety and student supervision. The District has the right to make all final decisions regarding the Shared Use Schedule, and any disputes arising out of the Shared Use Schedule.

All Shared Use Facilities are subject to the policies, regulations and control of the District for purposes of making use decisions under the Civic Center Act for times outside of Family Connection's regular school hours (7:00 a.m. – 6:00 p.m.).

3. Conduct and Control of Family Connection's Activities. It shall be the responsibility of Family Connections to maintain control and supervision of its students and staff at all times. Family Connections shall ensure that its students are adequately supervised at all times, including times during which Family Connections students are sharing common areas with its Co-Occupant. Family Connections agrees to report to the administration of its Co-Occupant as well as the District any problems related to student conduct, discipline and behavior where such problems may have an impact on the Co-Occupant, its students, staff, activities or program, as applicable.

Family Connections shall indemnify, hold harmless, and defend the District, its Co-Occupant, and their respective trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to

any person or property occurring as a result of or arising from the conduct of Family Connections employees or students on the Site and Facilities and from Family Connection's failure to provide adequate supervision of Family Connection's students on the Site and Facility.

4. School Site Safety Plans and Emergency Plans. Family Connections agrees to adhere to the Belle Haven School Safety Plan, and the school's emergency and evacuation plans. The District shall provide copies of these plans to Family Connections. In addition, the District agrees to include representatives of Family Connections in any trainings that occur regarding School Site Emergency Preparedness plans.
5. Visitors/Invitees. Family Connections shall ensure that all visitors to Family Connections have registered at the administrative office of Family Connections, and if they will require access to Shared Use Facilities or common areas of the Site, that they are properly chaperoned or identifiable to the Co-Occupant's students, staff and faculty on the Site. Family Connections shall coordinate with the Co-Occupant's lead administrator on the Site with respect to visitors who will require extended or regular access to Shared Use Facilities.
6. Dispute Resolution. From time to time disputes may arise related to the Shared Use Facilities, the Shared Use Schedule, or the co-existence of Family Connections with its Co-Occupant on the Site. Family Connections shall immediately notify District of all such disputes and shall negotiate in good faith with its Co-Occupant to resolve all such problems on a timely, cooperative and reasonable basis without incurring significant cost or expense to the District. The District, however, reserves the right to make final decisions related to disputes on the Site related to shared use, and shall have the right to terminate Family Connection's use of the Site and Facilities for failure to comply with shared use terms and arrangements.