

On Thursday, April 29, 2010, the Board approved Resolution No. 525, which states the District's intent to lease a portion of the Bernard Eldredge Elementary School site after June 30, 2010. The following information follows:

- Board Resolution No. 525
- Joint Use Lease Agreement
- Exhibit A: Joint Use Site Map
- Exhibit B: Estimated Utilities Costs, Vacant Site (Bernard Eldredge)

Please contact Andi Stubbs, Director of Business Services (707-765-4323) if you have any questions about the information contained herein.



Old Adobe Union School District

RESOLUTION NO. 525

BEFORE THE GOVERNING BOARD OF THE OLD ADOBE UNION SCHOOL DISTRICT

**In the Matter of the Declaration)
of Intention to Lease Property)
and Publication of Notice Thereof)** **RESOLUTION
NO. 525**

WHEREAS, the Old Adobe School District is the owner of certain portions of real property hereinafter described that is not and will not be needed during the time of the proposed lease for school classrooms or other district purposes,

NOW, THEREFORE BE IT RESOLVED as follows:

1. Pursuant to Education Code sections 17465 and 17530 this Board intends to lease a portion of the Bernard Eldredge School located at 207 Maria Drive, Petaluma, California and consisting of twenty (20) classrooms designated as rooms 1-5, 8-14, 15-17, 19-23; and the fields, kitchen, multi-purpose room, library, staff lunch room, main office, and room 6 together with access to certain restroom buildings and common areas as demarcated on "Exhibit A" and incorporated herein by this reference (hereinafter "Premises").
2. This Board will meet and consider offers to lease said property on May 27, 2010, at the hour of 8:00 p.m., at Miwok Valley Elementary School.
3. Sealed bids, in writing, must be filed prior to said time with the Old Adobe Union School District, Superintendent by or before Friday, May 21, 2010, at 5:00 p.m.
4. No bid will be considered that does not meet the following terms and conditions:
 - a) Lease payments in an amount not less than \$0.93 per square foot per month;
 - b) Term of 4-5 years;
 - c) Lessor and all employees are subject to Education Code section 45125.1(d) (fingerprinting). A lease will not be entered into and/or is subject to cancellation if Lessor or any employee has been convicted of a crime that would preclude employment as a school employee;
 - d) Such other terms and conditions as set forth in "Exhibit B" to this Resolution and consisting of the sample proposed Joint Use Lease Agreement and its attachments;
5. After the sealed bids have been opened and read, the Board shall call for oral bids, which may be made by any responsible person present. No oral bid shall be accepted unless it exceeds by not less than five percent (5%) the amount of the highest sealed bid. Final acceptance shall not be made until the oral bid is reduced to writing and signed by the offeror.

6. The Board reserves the right to reject all bids, and withdraw the property from the offer to lease. The Board further reserves the right to delay final acceptance for ten (10) days after the date specified in Paragraph 2 and no bid may be withdrawn until after expiration of ten (10) days from the above date, except in the discretion of the Board. If the successful bidder fails to provide good security or fails to enter into the lease, for any reason, the Board may, within ten (10) days after the bid opening, award the lease to the next highest bidder, and the award shall be binding upon said bidder and he or she shall thereafter enter into the lease as provided herein.

7. Within five (5) working days after acceptance of the successful bid, the successful bidder shall enter into a lease agreement subject to the terms of this Resolution, and other usual and customary terms not in conflict herewith.

8. The Clerk of this Board is hereby authorized and directed to give notice of this Resolution by publishing a notice of this Resolution in the Press Democrat, a newspaper having a general circulation in the District, once a week for three successive weeks, and by posting a copy of this Resolution adopted by two-thirds vote of this Board, in three public places in the District at least fifteen (15) days prior to the meeting date specified in Paragraph 2.

9. The Clerk of this Board is further authorized and directed to notify, in writing, the county office and the districts that comprise the Sonoma County Special Education Local Plan Area (the "SELPA") of the availability of the Premises for lease for special education programs. The notice shall describe the Premises, shall specify that the lease shall not exceed a term of 5 years and that the lease payment and other terms of the lease are subject to negotiation and shall further state that the offer to lease is valid for no more than 60 days from date of receipt thereof.

10. Notwithstanding the date set out in paragraph 1 above, this Board shall not act on any proposal prior to expiration of the 60-day period set forth in paragraph 9 above or receipt from the county superintendent and the SELPA of their intent not to lease the Premises.

The foregoing Resolution was adopted upon motion of Trustee _____, seconded by Trustee _____, at a special meeting on this 29th day of April, 2010 by the following vote:

Trustee Abel _____
Trustee Colbert _____
Trustee Parker _____
Trustee Sammon _____
Trustee Wigglesworth _____

AYES: _____ **NOES:** _____ **ABSENT/NOT VOTING:** _____

I hereby certify the foregoing to be a full, true, and correct resolution duly adopted by the Board of Trustees of the Old Adobe Union School District.

Rick Parker, President of the Board
Old Adobe Union School District

Attest:

Diane Zimmerman
Secretary of the Board

JOINT USE LEASE AGREEMENT

This Lease made this **1st day of July, 2010**, by and between Old Adobe Union School District (hereinafter called "Landlord") and _____ (hereinafter called "Tenant").

1. PREMISES.

- a) Landlord hereby leases to Tenant and Tenant hereby hires from Landlord a portion of certain real property located at 207 Maria Drive, Petaluma, California, with a land area of approximately 6.40 acres, together with the improvements thereon. This agreement covers the classroom and office space demarked on "Exhibit A: Joint Use Site Map." The lease includes full use of classrooms _____, the _____, limited use of the multi-purpose room, as determined by the Landlord; together with access to certain restroom buildings and common areas as demarcated on "Exhibit A" and incorporated herein by this reference (hereinafter "Premises").
- b) The Lease excludes use by the Tenant of rooms, _____, room 18 along with the two adjoining restrooms; and the Child Development Office, which includes conference rooms 2 and 3, and all other areas not specifically set forth herein. The Landlord shall have the right to use or lease any of the facilities and property not being leased by the Tenant pursuant to this Agreement.
- c) It is acknowledged that the Landlord intends to expand use of the facilities set forth in subsection (b) above during the term of this agreement. Upon its determination to use the additional facilities, the Landlord shall adopt terms and conditions for the use of the shared Premises (e.g. use of the kitchen, computer lab, and library) by all parties. Landlord agrees to meet and confer with the Tenant regarding the terms and conditions and provide the Tenant with a copy of the adopted terms and conditions. The adopted terms and conditions shall become part of this Agreement, and the Landlord shall govern them accordingly.

2. TERM.

2.1 Term.

The Tenant shall demonstrate ability and intent to take occupancy effective July 1, 2010, under the covenants, conditions, and provisions of this Lease, without contingency. The term of this Lease shall commence on July 1, 2010 (the "Commencement Date") and shall end on June 30, 2015 unless earlier terminated per the terms of this Lease. This Lease may be renewed upon written mutual agreement of the parties.

2.2. Termination.

Either party may terminate this Agreement by March 1st of each year for the following school year, by providing the other party with prior written notice of its intent to discontinue the Agreement to the other party setting forth the date of termination. For purposes of use by a charter school, no Proposition 39 facility requests shall be made by the Tenant within the original term of this Agreement, should the Tenant elect for early termination pursuant to this section. Should the Tenant's charter contract expire

or be revoked within the term of this Agreement, the Landlord reserves the right to unilaterally terminate this Agreement upon 30 days written notice to the Tenant.

2.3. Extension Term Rent.

The rent for an extended term shall be negotiated and agreed upon in writing by the parties prior to the commencement of the extended term.

3. USE OF PREMISES.

Tenant shall use and occupy the Premises solely for the operation of a school serving up to 200 students, and any reasonably related lawful purposes. Prior to entering into this Agreement, the Tenant shall provide the Landlord with an enrollment projection that covers the term of the Lease. Should the Tenant's charter contract expire within the term, the Landlord reserves the right to terminate this Lease. Hours and days of use of Premises by the Tenant shall not be limited. A use permit need be obtained only if required by law.

4. RENTAL/SECURITY DEPOSIT.

4.1. Time and Place of Payment.

The rent payable hereunder shall be paid in equal monthly installments in advance on the first business day of each calendar month, provided that if the Lease term commences on a day other than the first day of a calendar month, the monthly rental for the fractional month shall be appropriately prorated. All rentals shall be paid to Landlord at the address set forth in Section 20 below or such other place as Landlord may from time-to-time direct in writing.

4.2. Rental Amount.

Tenant shall pay to Landlord in lawful money of the United States, the following Basic Rental: \$0.93 per square foot per month for a total of \$_____ per year, payable in twelve monthly payments of _____, due on the first business day of each calendar month. For purposes of use by a charter school, Tenant shall remain obligated to pay the rental amount set forth above for the term of this Agreement, regardless of the relationship of the parties or the request for Proposition 39 facilities.

4.3. Security Deposit.

a) Landlord acknowledges that Tenant will pay a security deposit in the sum of \$_____ (equivalent to one monthly payment as established in Section 4.2 of this Lease) to secure Tenant's performance of its obligations, on or before June 15, 2010, the amount of \$_____.

b) The Landlord is not obliged to apply the deposit on rents or other charges in arrears or on damages for the Tenant's failure to perform the Lease. However, the Landlord may so apply the security at the Landlord's option, and the Landlord's right to possession of the Premises for nonpayment of rent or for any other reason will not in any event be affected by reason of the fact that the Landlord holds this security.

c) The security deposit, if not applied toward payment of arrearages or damages as provided in this agreement, shall be returned to the Tenant upon termination of this Lease, after the Tenant has vacated the Premises and delivered possession to the Landlord.

d) If the Landlord repossesses the Premises because of the Tenant's default or breach, the Landlord may apply the deposit to all damages suffered to the date of the repossession, and may retain the remainder to apply to such damages as may be suffered thereafter by reason of the default or breach.

5. MAINTENANCE.

5.1. Maintenance of Premises.

a) Except as otherwise provided in this Lease, during the Lease term, Landlord, at its expense, shall maintain and repair heating, air conditioning, and ventilation system, elevator, sprinkler, sewage, electrical, water supply or steam system, foundation, superstructure, structural roof, roofing membrane, exterior walls, and other structural members of the Premises, the exterior portions of the Premises such as painting and/or washing the exterior walls and windows, maintaining the exterior portions of the Premises, cleaning and maintaining sidewalks and parking lots adjacent to the Premises, rubbish removal and all interior repair and replacement except the replacement of light bulbs and restroom supplies.

b) In addition, Landlord shall provide, for the use by Tenant and its customers, agents, employees, assignees, subtenants, licensees and invitees during Tenant's normal business hours as the same may be established from time-to-time, utility services and maintenance personnel who shall, at the option of Landlord, be reasonably available to the Tenant and capable of promptly performing the services or work required.

c) Landlord shall have thirty (30) days after notice from Tenant to perform its obligations under this Section, except that Landlord shall perform its obligations immediately if the nature of the problem presents a hazard or emergency or substantially interferes with Tenant's use of the Premises.

d) If Landlord does not perform its obligations within the time limitations in this Section, Tenant may perform the obligations and Landlord shall reimburse Tenant for the sum actually expended in the performance of Landlord's obligations. If Landlord does not reimburse Tenant within fifteen (15) days after demand from Tenant, Tenant shall have the right to withhold from future rent due the sum Tenant actually expended until Tenant is reimbursed in full.

5.2. Cleaning of Premises.

Tenant at its sole cost shall provide routine, day-to-day custodial and maintenance services for the interior and exterior of the Premises. Tenant shall be responsible for general grounds maintenance, including designated garden spaces, except mowing and care of the field which shall be provided by the Landlord. In the event that the Landlord expands its use of the facilities, as provided in Section 1 c) above, a schedule for general grounds maintenance between the parties shall be developed by the Landlord pursuant to Section 1 of this Agreement.

5.3. Maintenance by Tenant.

Tenant shall be responsible for the maintenance, including repair and/or replacement desired by Tenant, of its interior and exterior signs, furnishings and other personal property used in connection with the Premises. Tenant shall not be responsible for any of the items, which are Landlord's responsibilities. Tenant shall not be responsible for damage thereto by ordinary wear and tear, fire, earthquake, act of God, or the elements.

6. UTILITIES.

Tenant shall be responsible for the payment of utilities, including water, gas, electricity, heat, telephone services, internet, network infrastructure upkeep, copier lease, and other services delivered to the Premises on a pro-rata basis, as determined by the Landlord, which shall be reviewed annually by the parties. Pro-rata cost estimate is detailed on Exhibit B: Estimated Utilities Costs, Vacant Site (Bernard Eldredge).

7. ALTERATIONS AND IMPROVEMENTS.

During the term of this Lease, Tenant shall make no alterations, installations, additions, or improvements to the Premises without submitting to Landlord plans and specifications therefore and obtaining Landlord's written consent, which consent will not be unreasonably withheld. Landlord, without any cost to itself, shall cooperate with Tenant in securing Premises and other permits and authority necessary from time-to-time for any work permitted under this Lease. Tenant may at any time remove any equipment and trade fixtures installed by Tenant in the Premises. Improvements made by Tenant at any time to the Premises during the terms of this Lease shall be and remain the property of Tenant. Tenant shall be responsible for and shall pay for any repairs or replacements which are occasioned or made necessary by reason of the negligence or misuse of the Premises by Tenant. The Landlord shall not be responsible to Tenant for any damage or injury to persons or property which may occur as a result of the failure of Tenant to make repairs.

8. FIELDS & PLAYGROUND USE.

Included in Tenant's rental herein is the right of Tenant and Tenant's employees, clients and invitees to use free of charge the fields, playground area, and equipment associated with the Premises as determined by the Landlord in accordance with this Agreement.

9. PARKING.

Included in Tenant's rental herein is the right of Tenant and Tenant's employees, clients and invitees to share free of charge any of the parking spaces in the parking area associated with the Premises as determined by the Landlord in accordance with this Agreement. For the purposes of use by a charter school, it is acknowledged that the parking lot shall not be used for pick-up or drop-off of charter school students. It is further acknowledged that school busses under the Landlord's jurisdiction will maintain ingress/egress rights to the parking lot.

10. INSURANCE.

10.1. Liability Insurance --Tenant.

Tenant agrees to purchase at its own expense and to keep in force during the term of this Lease, a policy or policies of comprehensive liability insurance, including public liability and property damage. The liability under such insurance shall not be less than _____ million dollars (\$____,000,000) combined single limit for each occurrence.

10.2. Other Insurance Matters.

All of insurance required under this Lease shall: (i) be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least A- VIII as rated in the most recent edition of Best's Insurance Reports. (ii) be issued as a primary policy, and (iii) contain an endorsement requiring thirty (30) days' written notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount. In the event that that the Tenant receives a thirty (30) day written notice of cancellation concerning any of the required policies, or should the Tenant fail to have in effect the required coverage at anytime during this Lease, the Landlord may give notice to the Tenant to reinstate or acquire the affected coverage. Should the insurance fail to be reinstated or acquired within ten (10) days of the notice to reinstate or acquire such coverage, the Tenant shall be considered in default.

10.3. Insurance Documentation.

The following documentation shall be submitted to Landlord:

- (a) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Lease.
- (b) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Lease.
- (c) Upon Landlord's written request, certificated copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of Landlord's request.

10.4. Indemnity - Tenant.

Tenant shall hold harmless, defend and indemnify Landlord, its officers, agents and employees, from and against any liability, claim, action, cost, damage or loss, including reasonable costs and attorneys' fees, for injury, including death, to any person or damage to any property arising out of Tenant's activities under this Lease, but excluding liability due to the sole negligence or willful misconduct of Landlord. This obligation shall continue beyond the term of this Lease as to any act or omission which occurred during or under this

Lease. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Tenant or its employees or agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

10.5. DESTRUCTION AND UNTENANTABILITY OF PREMISES.

If during the term the Premises or the Premises and other improvements in which the Premises are located which are necessary for Tenant's use are totally or partially destroyed from any cause, rendering the Premises totally or partially inaccessible or unusable, Landlord shall restore the Premises or the Premises and other improvements in which the Premises are located to substantially the same condition as they were in immediately before destruction, if the restoration can be made under the existing laws and can be completed within forty-five (45) working days after the date of the destruction. Such destruction shall not terminate this Lease, provided, however, that rent shall be equitably abated or adjusted to account for any damage, destruction or reduction of the Premises. If the restoration cannot be made in the time stated in this Article 10, then within thirty (30) days after the parties determine that the restoration cannot be made in the time stated in this Article, Tenant may terminate this Lease immediately by giving written notice to Landlord. If the existing laws do not permit the restoration, either party may terminate this Lease immediately upon giving notice to the other party.

11. EMINENT DOMAIN.

In the event the Premises or a substantial portion thereof is taken under the power of eminent domain for any public or quasi-public use, then Tenant may terminate and cancel this Lease by giving Landlord notice of termination. If Tenant so elects to terminate this Lease, notice of termination shall be effective upon the earlier of the date Tenant thereafter vacated the Premises or the date that the condemning authority takes possession of the condemned property and thereupon both parties shall be relieved of any further obligation under this Lease, except that the parties shall fulfill all their obligations hereunder to be performed to the date of such termination. In the event less than a substantial portion of the Premises is taken or if a substantial portion of the Premises is taken but this Lease is not terminated and canceled as above provided, then the rent thereafter becoming due hereunder after the date of such taking shall be reduced to a reasonable sum proportionate to the value of the Premises after the condemnation.

All condemnation proceeds with respect to the Premises shall be the sole property of Landlord. Tenant hereby waives all rights to any award in condemnation, including, without limitation, rights arising from termination of all or any part of Tenant's leasehold interests. Tenant may, however, file a separate claim with the condemning entity for its trade equipment, machinery and fixtures and relocation expenses, but not for the value of the unexpired balance of the term or its leasehold interests.

12. ASSIGNMENT.

This Lease, or any interest of Tenant therein, shall not be assignable by Tenant or by operation of law without the written consent of Landlord which shall not be unreasonably withheld. Any attempt to so assign without first obtaining such written consent shall be null and void. In the event such written consent should be given by Landlord, said consent shall not constitute a waiver of this provision, which

shall remain in effect with respect to any and all subsequent attempts to assign. Landlord hereby specifically consents to any assignment of this Lease as a result of a reorganization, merger, or consolidation of all or substantially all of the business or assets of Tenant.

13. WAIVER.

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

14. SURRENDER.

Tenant covenants that on the last day of the term or on the last day of a renewal or extension of this Lease, it will peaceably and quietly leave and surrender the Premises in as good condition as they now are, ordinary wear and tear, repairs and replacements required to be made by Landlord, loss by fire, casualty and causes beyond Tenant's control, and alterations, additions and improvements herein permitted, excepted.

15. HOLDING OVER.

Any holding over by Tenant shall not be construed as a renewal of the term of this Lease but shall constitute a month-to-month tenancy which may be terminated by either party upon thirty (30) days prior written notice, and shall otherwise be on the same terms and conditions herein set forth and at the rental applicable to last month of the lease term, as adjusted per paragraph 2.3 above.

16. TRANSFER OF TENANT'S INTEREST.

Tenant shall not at any time assign or otherwise transfer all or any part of Tenant's interest in this Lease without the express written consent of Landlord.

17. QUIET ENJOYMENT AND PERMITTED USE.

Landlord covenants and represents that it has full right and power to execute and perform this Lease and to grant the estate demised herein, and covenants that Tenant on paying the rent herein reserved and performing the covenants hereof shall peaceably and quietly have, hold and enjoy the Premises and all appurtenances during the full term of this Lease or any extension or renewal thereof and further covenants and represents that Landlord has a fee simple interest in the Premises

18. SIGNING.

Upon the commencement of the Lease, Tenant shall have the right, at its own cost and expense, to install and affix, erect, and maintain from time-to-time any signs relating to the conduct of its business during the term of the Lease. Any signs and the location thereof shall be subject to the prior approval of the Landlord, such approval not to be unreasonably withheld or unduly delayed.

19. INSPECTION AND ENTRY BY OWNER.

Tenant shall permit Landlord or Landlord’s agents, representatives, or employees to enter said Premises at all reasonable times and with reasonable notice for the purpose of inspecting said Premises to determine whether the Tenant is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect the Landlord’s interest in said premises under this Lease, or to perform Landlord’s duties under this Lease, such as but not limited to serving or posting notices, maintaining the Premises, and making any necessary repairs, alterations or additions to any portion of the Premises to the extent required or permitted to Landlord under this Lease.

20. NOTICES.

Any notice required or permitted to be given hereunder shall be in writing and may be served personally or may be sent by registered or certified mail, return receipt requested, and shall be deemed given as of the earlier of the date of receipt of such notice by the office of the other party hereto or five (5) days after deposited in the mail, postage prepaid, and addressed as follows:

If to Landlord: Old Adobe Union School District
 845 Crinella Drive
 Petaluma, CA 94954

If to Tenant: _____

Landlord and Tenant each reserve the right to change the name and/or address with respect to which notices to it are to be sent hereunder by giving written notice of such change to the other party hereto personally or by certified or registered mail, return receipt requested, and such change of address and or name shall become effective as of the date of such receipt of such notice of change by the other party hereto.

21. DEFAULTS, REMEDIES.

21.1. Tenant's Default.

The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- (a) Vacating the premises for more than ninety (90) consecutive days.

- (b) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, including the payment of rent, if such failure continues for a period of thirty (30) days after written notice is given by Landlord to Tenant. The purpose of this notice requirement is to extend the notice requirements of the unlawful detainer statutes of California.

21.2. Landlord's Remedies on Tenant's Default.

In the event of any default by Tenant which is not cured by Tenant, Landlord can terminate this Lease by giving Tenant thirty (30) days notice of termination. The purpose of this notice requirement is to extend the notice requirement of the unlawful detainer statutes of California. On termination of the Lease for default pursuant to this paragraph, Landlord shall have the right to recover from Tenant only the following amounts for any and all damages which may be the direct or indirect result of such default:

- (a) The worth, at the time of the award, of the unpaid rent that has been earned at the time of termination of this Lease;
- (b) The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of rent that Landlord proves could not have been reasonably avoided;
- (c) The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Landlord proves could not have been reasonably avoided; and
- (d) Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default which Landlord proves could not have been reasonably avoided.

"The worth, at the time of the award," as used in "a" and "b" of this paragraph, is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth, at the time of the award," as referred to in "c" of this paragraph, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

21.3. Landlord's Remedies in Event of Breach.

In the event of any breach of this Lease, Landlord, in addition to the other rights or remedies Landlord may have, shall have the immediate right of reentry and may remove all persons and property from the Premises.

- a) The property may be removed and stored in any place in the building where the demised Premises are located, or in any other place, for the account of, and at the expense and risk of Tenant.
- b) Tenant waives all claims for damages which may be caused by the reentry of Landlord and the taking of possession of the demised Premises or removal or storage of the furniture and property as herein provided.
- c) Tenant will save Landlord harmless from any loss, costs or damages caused by Landlord and no such entry will be considered or construed to be a forcible entry.

d) Should Landlord elect to reenter, as provided in this agreement, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease or Landlord may from time to time, without terminating this Lease, relet the Premises or any part of it for such term or terms and at such rental or rentals and on such other terms and conditions as Landlord in Landlord's sole discretion may deem advisable, with the right to make alterations and repairs to the Premises.

e) Rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness, other than rent, due under the terms of this Lease from Tenant to Landlord; second, to the payment of rent due and unpaid; third, to the payment of any cost of reletting; fourth, to the payment of the cost of any alterations and repairs to the Premises; and the residue, if any, will be held by Landlord and applied in payment of future rent when it becomes due and applied in payment of future rent when it becomes due and payable.

f) Should the rentals received from reletting during any month be less than that agreed to be paid during that month by Tenant under the terms of this agreement, then Tenant shall pay the deficiency to Landlord. The deficiency shall be calculated and paid monthly.

g) No such reentry or taking possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction.

h) Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

i) Should Landlord at any time terminate this Lease for any breach, in addition to any other remedy Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such breach, including the cost of recovering the Premises, and including the worth at the time of the termination, of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term. Landlord shall be obligated to make a good faith effort to mitigate damages.

22. ISSUANCE OF FACILITY KEYS.

Keys shall be issued or other means of access provided by the Landlord for the Tenant. Issuance of keys to the Tenant for the use of the Premises shall be limited to the requirements of this Agreement. Both agencies agree to not duplicate keys issued by the other agency. In the event that a key is lost by any agents, servants, or employees of the Tenant or Landlord, the responsible agency shall bear the cost of rekeying the facility.

23. AMERICANS WITH DISABILITIES ACT (ADA).

It is acknowledged that Premises are currently in compliance with the ADA. Tenant is responsible for compliance with the Americans with Disabilities Act and its supporting regulations, as may be amended from time to time. Tenant is also responsible for compliance with any and all similar federal, state or

local laws, regulations and ordinances relating to removal of barriers within the workplace, e.g., arrangement of interior furnishings and access within the Premises, and any improvements installed by Tenant. If Landlord's consent would be required for alterations to bring the Premises into compliance, this consent shall not be unreasonably withheld, conditioned or delayed.

24. DISCRIMINATION PROHIBITED.

Tenant and its employees shall not discriminate because of actual or perceived sex, sexual orientation, gender, age, ethnic group identification, race, ancestry, national origin, religion, color or mental or physical disability against any person by refusing to furnish such persons any service or privilege offered by the Tenant at the Premises.

25. COMPLIANCE WITH LAW.

Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in forced, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

26. SEVERABILITY.

The invalidity or illegality of any provision shall not affect the remainder of the Lease.

27. EMPLOYEES.

Unless otherwise agreed to by the parties, all agents, servants, and employees of the Tenant shall be under stipulated under the exclusive management control of Tenant and shall not be agents, servants, or employees of the Landlord for any purposes whatsoever. It is specifically acknowledged that the programs provided by Tenant and any of its agents, servants, or employees are entirely and exclusively under the supervision and control of Tenant, and no person so employed shall have any status or right with regard to the District.

28. FINGERPRINTING.

Tenant and all employees are subject to Education Code section 45125.1(d). This Agreement will be subject to cancellation if Tenant or any employee has been convicted of a crime that would preclude employment as a school employee.

29. HAZARDOUS MATERIALS ACKNOWLEDGMENT, ENVIRONMENTAL REPRESENTATION AND LIABILITY RELEASE.

Tenant acknowledges that various materials utilized in the construction of the Premises may contain materials that have been or may in the future be determined to be toxic, hazardous or undesirable and may need to be specially treated, specially handled and/or removed from the Premises. Such substances may be above and below ground on the Premises or may be present in soils, water, building components or other portions of the Premises in areas that may or may not be accessible or noticeable. Tenant shall use and operate the Premises, at all times during the term hereof, under and in compliance with the laws of the State of California and in compliance with all applicable environmental legal requirements. For any contamination to Premises due to Tenant's use, including Tenant's past use of the Premises up to the effective date of this Lease, Tenant assumes full responsibility for the clean-up of such toxic hazardous or undesirable materials as required by current and further federal, state and local laws and regulations. Tenant acknowledges that toxic wastes, hazardous materials and undesirable substances problems can be extremely costly to correct and Tenant relieves Landlord from all liability related thereto with respect to toxic wastes, hazardous materials and undesirable substances problems resulting from Tenant's use, including prior use by Tenant. Tenant therefore agrees that Tenant shall indemnify and defend and hold Landlord harmless to the full extent permitted by law from any claim, liability, damage, cost or expense, including but not limited to court costs and reasonable attorney's fees, arising out of or in any way related to toxic waste, hazardous material and/or undesirable substance affecting the Premises caused by Tenant's use.

30. MISCELLANEOUS.

30.1. Binding on Successors. This Lease and all of the covenants, agreements, conditions and undertakings contained herein, shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

30.2. Headings.

The headings of the Articles and Sections hereof are for convenience only and shall not affect or be deemed to affect the meaning of any provisions hereof.

30.3. Entire Agreement.

This Lease, including all exhibits, contains all of the terms, covenants, conditions and agreements between Landlord and Tenant relating in any manner to the rental, use and occupancy of the Premises. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect, and the terms, covenants, conditions and provisions of this Lease cannot be altered, changed, modified or added to, except in writing and signed by Landlord and Tenant. All references herein, directly or indirectly, to the term of this Lease shall also be deemed to include any extensions or renewals thereof provided Tenant herein, unless expressly provided to the contrary.

30.4. Governing Law.

This Lease shall be governed exclusively by its express provisions and by the laws of the State of California, and any action to enforce the terms of the Lease or breach thereof shall be brought in Sonoma County, California, and no other place.

30.5. Force Majeure.

No party shall be in default on account of any failure of performance which is caused by circumstances beyond the reasonable control of such party, including strikes, lockouts, fires, floods, acts of God, war, civil disorder or government regulations. This provision shall not excuse a delay in performance in excess of the actual delay so occasioned.

30.6. No Joint Venture.

Nothing herein contained shall be deemed in any way or have any purpose whatsoever to constitute Landlord or Tenant a partner of the other in its business or otherwise, or a joint venturer or a member of a joint enterprise with the other.

30.7. Invalidity.

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

30.8. Construction of Lease.

This Lease shall be strictly construed neither against Landlord nor Tenant, but shall be construed according to the fair meaning of its terms. No remedy or election given by any provision in this Lease shall be deemed exclusive unless so indicated, but each shall, wherever possible, be cumulative with all other remedies in law or equity as otherwise specifically provided. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the words "he", "his" or "him" if used with reference to Landlord shall be deemed to include the neuter or feminine gender of such pronoun. "Landlord" whenever used includes all grantors of the term, who shall be held bound jointly and severally hereby.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

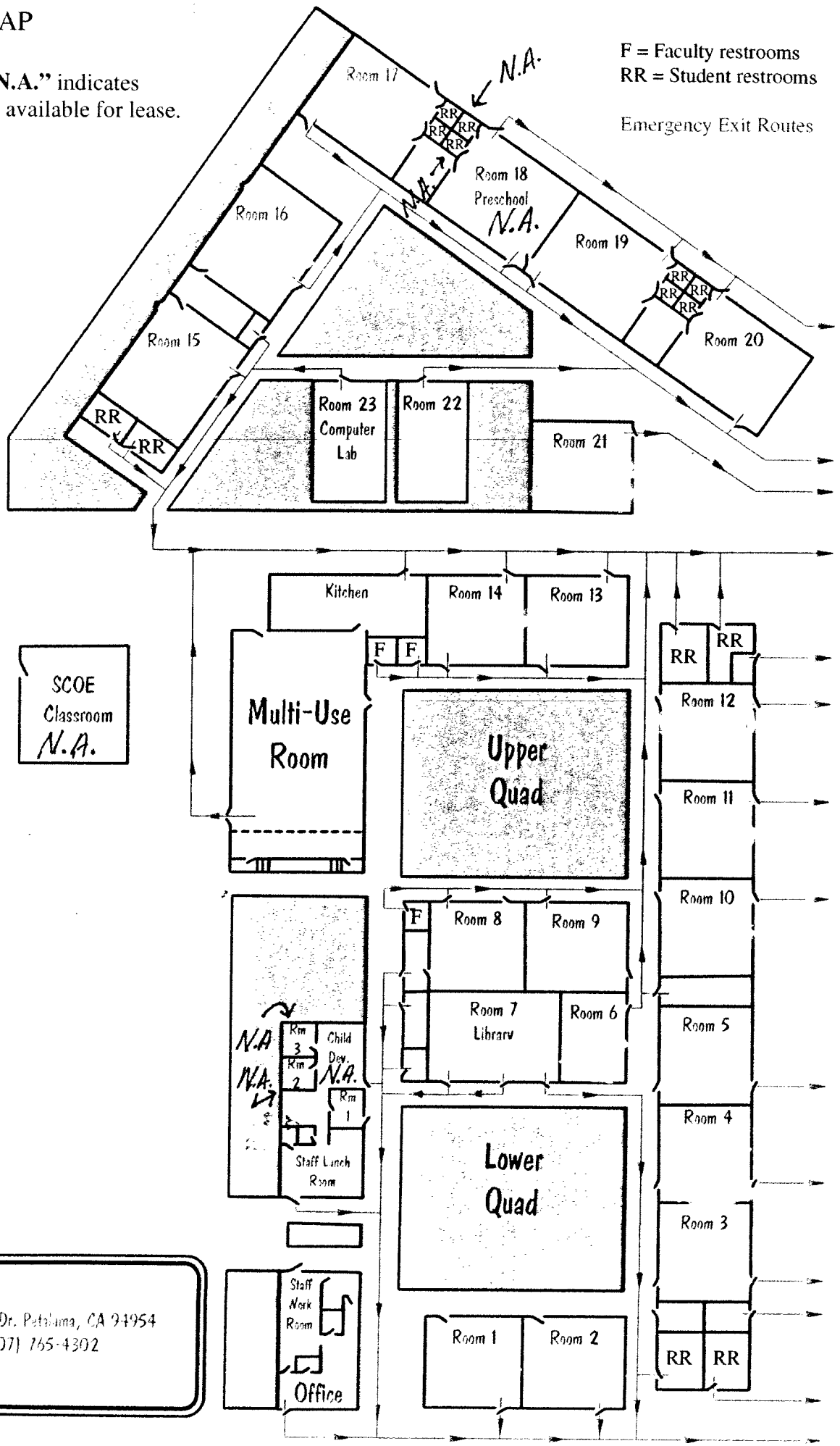
LANDLORD: By: _____

TENANT: By: _____

EXHIBIT A:
JOINT USE SITE MAP

Note: Rooms marked "N.A." indicates
 That those rooms are not available for lease.

F = Faculty restrooms
 RR = Student restrooms
 Emergency Exit Routes



207 Maria Dr. Palo Alto, CA 94302
 (707) 765-4302

EXHIBIT B: ESTIMATED UTILITIES COSTS, VACANT SITE (Bernard Eldredge)

Following are the estimated costs for utilities and services for the BE site, based on 2009-10 usage/rates. Tenant shall pay a percentage of the total cost based on joint use, to be determined by the Landlord each year during the term of the Agreement:

UTILITY/SERVICE:	ESTIMATED ANNUAL COST:	ESTIMATED TOTAL MONTHLY COST (Tenant to pay a percentage based on joint use):	NOTES:
Electricity, Gas (PG&E)	\$40,000	\$3,333	Cost of full campus usage, 2009-10 rates
Water:	\$9,200	\$767	Cost of full campus usage, 2009-10 rates
Waste:	\$1,611	\$134	Cost of full campus usage, 2009-10 rates
Copier Lease:	\$3,600	\$300	Base lease, one machine
Internet:	\$2,400	\$200	Internet Service provided through SCOE
Telephone:	\$1,344	\$112	Base cost of full campus usage, 2009-10 rates
TOTAL:	\$58,155	\$4,846	
Estimated cost per square foot:	\$1.55	\$0.13	