

JOINT USE AND OPERATIONS AGREEMENT
BY AND BETWEEN ROWLAND UNIFIED SCHOOL DISTRICT AND _____
FOR THE EXPANDED LEARNING OPPORTUNITIES PROGRAM

This **JOINT USE AND OPERATIONS AGREEMENT** ("Agreement") is made this **13th day of February 2025**, ("Effective Date") by and between **ROWLAND UNIFIED SCHOOL DISTRICT** ("District"), a public school district duly organized and existing under the laws of the state of California, and _____ ("Vendor"). The District and _____ may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, pursuant to the Civic Center Act codified under California Code of Education ("Education Code") section 38130 et seq. as well as District Board Policy 1221 and Administrative Regulation 1221 the District may grant the use of school facilities or property to citizens or organizations for the purpose of providing youth services including, without limitation, supervision and activities; and

WHEREAS, Education Code section 46120 ("Section 46120") establishes the Expanded Learning Opportunities Program ("ELO Program") providing students comprehensive after school and intersessional expanded learning opportunities; and

WHEREAS, District is further authorized to operate an ELO Program using state granted funds pursuant to Education Code section 46120; and

WHEREAS, Section 46120 encourages participating school districts to maximize the number of expanded learning opportunity programs offered across their attendance areas by collaborating with community-based organizations and childcare providers; and

WHEREAS, on or about [DATE], the District obtained ELO Program Grant funding ("Grant Funding") from the Department of Education for the Program, and entered into Agreement No. _____ for use of Grant Funding; and

WHEREAS, the District and _____ executed an Independent Contractor Agreement on **February 13, 2025**, granting _____ the ability to use a portion of District property **at Hollingworth, Hurley, Jellick, Northam, Rorimer, Rowland, Villacorta, Yorbita, and Telesis (TK-8th), and Giano (7th-8th), Blandford, Killian, Ybarra, Oswalt, and Shelyn.**

("School Sites") to operate an ELO Program, detailed in **EXHIBIT B** attached hereto and incorporated herein; and

WHEREAS, the ELO Program is more fully described in **EXHIBIT B** ("Permitted Use"), attached hereto and incorporated herein; and

WHEREAS, the School Sites include the facilities that are also depicted in **EXHIBIT A** ("Premises"), attached hereto and incorporated herein; and

WHEREAS, District desires to allow _____ to use the Premises outlined in **EXHIBIT A** for _____ Permitted Use; and

WHEREAS, District and _____ desire to enter into this Agreement whereby District grants the use of the Premises to _____, pursuant to the terms and conditions contained herein; and

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

AGREEMENT

1. USE OF PREMISES.

- 1.1. Upon commencement of this Agreement, District does hereby permit _____ to use the Premises as identified by locations, description, date, and time as set forth in **EXHIBIT A** attached hereto, for the sole purpose of use of the Premises for _____ Permitted Use as more fully described in **EXHIBIT B** attached hereto, in accordance with all applicable federal, state, and local laws and regulations relating to the Premises and to _____ use thereof.
- 1.2. _____ shall have use of the Premises at times specified in **EXHIBIT A** to perform _____ Permitted Use only, subject to mutually agreed upon modification by the Parties in writing, until the expiration date of this Agreement unless terminated sooner in accordance with the provisions in this Agreement. _____ shall not use the Premises for any use other than that specified in this Agreement without the prior written consent of District.
- 1.3. _____ shall use the Premises solely for its Permitted Use during the dates, times and at the locations as specified in **EXHIBIT A**, subject to District's right of entry described herein or as otherwise mutually agreed on by the Parties. _____ shall be responsible for ensuring that unauthorized portions of the School Site buildings are not disturbed in any manner and that the Premises are vacated as scheduled. Facilities shall be vacated promptly at the conclusion of the use period each day and be left in a clean and orderly condition.
- 1.4. _____ represents that it is qualified to administer and operate its Permitted Use. _____ shall be solely responsible for the administration and operation of its Permitted Use, including the hiring of all employees. _____ shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants, and/or subcontractors who may provide services in conjunction with _____ Permitted Use on the Premises.
- 1.5. **Fingerprinting and Criminal Background Investigation.** If applicable and/or requested by District, _____ shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code section 45125.1, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health and Safety Code relevant to community care facility licensing (Health & Safety Code §§ 1500 et seq.). If required, _____ shall complete **EXHIBIT D** and verification of compliance with the fingerprinting and criminal background investigation requirements to District prior to each individual's commencement of employment or participation in _____'s Program and prior to permitting contact with any pupils.
- 1.6. **Sale, Distribution, and Consumption of Alcoholic Beverages.** Any uses which involve the serving and/or sale of alcoholic beverages and the conducting of games of chance are prohibited on the Premises. _____ shall comply with the District policy prohibiting intoxicating beverages, narcotics, tobacco products, and performance-enhancing dietary supplements that specifically promote muscle-building, commonly known as steroids, from the Premises at all times.
- 1.7. _____ shall not permit anything to be done in or about the Premises, which will increase the District's existing rate of insurance upon the Premises or cause the cancellation of any insurance policy covering said Premises.
- 1.8. **Access to Facilities.** _____, its agents, employees, licensees, and invitees, shall have all rights of ingress and egress to and from the Premises over such other portion of District's property at the School Site as may reasonably be necessary for the use of the facilities.

_____ acknowledges that the Premises is a public school site. Use of the Premises under this Agreement shall not interfere or conflict with the operation of school activities.

1.9. **Services Performed on District Property.** _____ shall comply with the following:

1.9.1. **Identification.** When performing work on District property, _____ shall be in appropriate work attire (or uniform, if applicable) at all times. If _____ does not have a specific uniform, then _____ shall provide identification tags or any other mechanism that the District, in its sole discretion, determines is required to easily identify _____. _____ and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any District personnel upon request. If _____ cannot produce such identification or if the identification is unacceptable to District, District may provide, at its sole discretion, identification tags to _____, costs to be borne by _____.

1.9.2. **Sign-in Required.** As required by schools and other District locations, on the first day or when directed, _____'s employees are present on District property, those employees must sign into the location's main office to receive an in-school identifications tag. _____'s employees must display this tag on their person at all times while at the School Site and Premises.

1.9.3. **No Smoking.** All District properties are tobacco-free and vaping-free zones; _____ is prohibited from using any tobacco or vaping product on District property.

1.9.4. **No Drugs.** All District properties are drug-free zones.

1.9.5. **No Weapons or Firearms.** Except as provided by statute and District policies and regulations, all District properties are weapons- and firearms-free zones; _____ is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on District property.

1.9.6. **District Approval.** The Program services provided herein must meet the District's approval and shall be subject to the District's inspection and supervision to secure the satisfactory completion thereof.

1.10. **Student, Staff, and Facility Safety.** _____ shall perform all services in a manner so as to avoid injury or damage to any person or property. In carrying out the services, _____ shall at all times be in compliance with all applicable local, state, and federal laws, rules and regulations, District policies and procedures, and shall exercise all necessary precautions for the safety of the employees and agents of _____ and any subcontractors, District employees and students, and visitors to District properties, as may be appropriate to the nature of the services and the conditions under which the services are to be performed. Safety precautions, as applicable, include but are not limited to: (1) implementation of adequate life protection and life-saving equipment and procedures; (2) instructions in accident prevention for all employees and agents of _____ and any subcontractors, as may be appropriate or lawfully required to prevent accidents or injuries; and (3) provision of adequate equipment, personnel, and

facilities for the proper inspection and maintenance of all safety measures.
_____ further agrees to comply with all of the following:

1.10.1. **Employee Removal.** At District's request, _____ shall immediately remove any agent or employee of _____ or any subcontractor from all District properties in cases where the District in its sole discretion determines that removal of any such individual is in the District's best interests.

1.10.2. **Mandatory Reporter Requirements.** _____ acknowledges and understands that pursuant to California Penal Code section 11165.7, employees, and agents of _____ and any subcontractor whose duties under the Program include contact and supervision of children are mandatory reporters of known or suspected instances of child abuse or neglect. _____ will ensure that its employees or agents of _____ and any subcontractor who are mandatory reporters will take the Child Abuse Mandated Reporter Educators Training Module within six weeks of hire and annually thereafter within the first six weeks of each school year. _____ agrees to make this training available to each mandatory reporter. _____ will ensure that each employee or agent of _____ and any subcontractor who is a mandatory reporter will execute an Employee Acknowledgement Form and a Suspected Child Abuse Reporting Acknowledgement Form. _____ will provide copies of each of these signed forms for each employee or agent of _____ or any subcontractor who is a mandatory reporter to District within six weeks of the hire of the mandatory reporter and annually.

1.11. **Unsupervised Contact.** "Unsupervised Contact" shall mean contact with students that provides the person opportunity and probability for personal communication or touch with students when not under direct District supervision. As required by District policy, _____ shall ensure that _____, any subcontractors [of all tiers], and their officers, employees, and agents will have no direct, unsupervised contact with students while on District property. _____ will work with District to ensure compliance with this requirement. If _____ is unable to ensure through a security plan that none of its officers, employees, or agents, or those of its subcontractors, will have direct, unsupervised contact with students in a particular circumstance or circumstances, then _____ shall notify District before beginning any work that could result in such contact. In addition to any Fingerprinting and Criminal Background Investigations as set forth above, _____ authorizes the District, at its discretion, to obtain information about _____ and its history and to independently conduct its own criminal background check, including fingerprinting, of any _____ officers, employees, or agents who may have unsupervised contact with students. _____ shall cause its employees and/or subcontractors, if any, to authorize District to conduct these background checks. Unless otherwise required by law, _____ shall pay all fees for processing the background check. District may deduct the cost of such fees from a progress or final payment to _____ under this Agreement unless Contractor elects to pay such fees directly.

1.12. **Responsibility for Equipment.** The District shall not be responsible for any damages to persons or property as a result of the use, misuse, or failure of any equipment used by _____, or by any of its employees, even though such equipment may be furnished, rented, or loaned to _____ by the District.

2. **CIVIC CENTER ACT STATEMENT OF INFORMATION.** Pursuant to Education Code section 38136, _____ shall prior to commencement of the Term provide to District a Statement of Information, attached as **EXHIBIT C**, executed under penalty of perjury.

3. **TERM.**

3.1. **The term of this Agreement ("Term") shall commence on July 1, 2025 ("Commencement Date") and shall remain in effect through June 30, 2026 ("Initial Term"), to accommodate the Program as set forth in EXHIBIT B, unless sooner terminated under any provision hereof.**

3.1.1. **Renewal Terms.** At the conclusion of the Initial Term, _____ may request to renew the Agreement for two (2) additional two (2) year terms by mutual, fully-executed written amendment hereto ("Renewal Term"). The Initial Term and any Renewal Terms shall be collectively referred to herein as the "Term."

3.1.2. **Extension of Terms.** To renew the Agreement Term, _____ must submit a written request to the District at least two (2) months prior to the expiration of the preceding Term.

3.1.2.1. The decision to approve or reject _____'s request to extend the Agreement Term shall be in the sole discretion of the District governing body pursuant to the requirements of Education Code section 17527 et seq.

4. **TERMINATION.** This Agreement may be terminated for convenience or cause as specified below.

4.1. **Termination for Convenience.** Either Party may terminate this Agreement by written notification thirty (30) days prior to the effective date of the termination. Neither Party shall be required to provide just cause for termination in the written notification.

4.2. **Termination for Cause.** Either Party may terminate this Agreement immediately for cause. Cause shall include, without limitation:

4.2.1. Material violation of this Agreement by either Party;

4.2.2. Any act by a Party exposing the other Party to liability to others for personal injury or property damage; or

4.2.3. Either Party is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of a Party's insolvency.

4.3. Any early termination under this section shall not release _____ from payment of any sum then due to District or from any claim for damages previously accrued or then accruing against _____.

4.4. _____ rights in the Premises shall terminate upon _____ receipt of notice of termination from District. Upon receipt of District's notice of termination, _____ shall surrender use of the Premises, remove all personal property, and leave the Premises, including any District-owned fixtures, in a neat and clean condition. _____ shall be responsible for

restoring the Premises to their condition prior to the commencement of the prior Agreement with no damage thereto, excepting only reasonable wear and tear.

- 4.5. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

5. **CONDITION OF PREMISES.**

- 5.1. Premises are provided to _____ on an "AS IS" basis. The District shall not be required to make or construct any alterations including structural changes, additions, or improvements to the Premises. By entry and use of the Premises pursuant to this Agreement, _____ accepts the Premises in "AS IS" condition.

- 5.2. _____ acknowledges that neither the District nor the District's agents have made any representation or warranty as to the suitability of the Premises for _____'s use thereof, or _____'s Program as described herein. Any agreements, warranties, or representations not expressly contained in this Agreement shall in no way bind the District, and _____ expressly waives all claims for damages against District based on any statement, representation, warranty, promise, or Agreement arising out of or related to this Agreement.

- 5.3. Upon surrender of the Premises, _____ shall deliver the Premises in the same condition as upon entry, normal wear and tear and approved alterations and improvements excepted.

6. **GRANT FUNDING AND ADMINISTRATION.** The Parties shall administer the Grant Funds for the Program as follows:

- 6.1. **District Responsibilities.** District's primary responsibilities for administering the Grant funds are as follows:

- 6.1.1. Administer and submit all documentation required under the Grant, including quarterly reports, budget, and budget revisions to the State ASSIST system.
- 6.1.2. Designate District personnel to serve as the District Liaison between the Parties.
- 6.1.3. Allocate 15 School Sites for the Program, including access to the following facilities: one classroom per group as well as a storage area, cafeteria, playground, field, and restroom access. In the event a facility previously allocated to _____ needs to be used by the District or a permit applicant, the District shall make good faith and reasonable efforts to provide alternative, available space for _____'s originally scheduled use, which _____ shall not unreasonably refuse.
- 6.1.4. Participate in the assessment, planning, and improvement stages of the California Department of Education's ("COE") Quality Improvement Process for Expanded Learning Programs/ASES.
- 6.1.5. Incorporate the Program into the Emergency Operation Plans (EOP) at each School Site and communicate emergencies with _____ staff.
- 6.1.6. Comply with all other applicable requirements of the Program as codified in Education Code Sections 46120(b)(1)(A).

- 6.2. **Responsibilities of District and _____ Liaison.** The District and _____ Liaison shall be responsible for the following:
- 6.2.1. Attend quarterly meetings on a date mutually agreeable to the Parties, or at such times mutually agreed upon ("Liaison Meeting"). Either Party may request an additional or fewer Liaison Meeting, as needed, and the Parties shall cooperate to satisfy those requests;
 - 6.2.2. Provide input to District and _____ on information obtained from the Liaison Meetings required for the Program, including, but not limited to the Program Plan that is due every two (2) years, beginning in November, and the Access Plan; and
 - 6.2.3. Work together to develop and refine the Available Facility Use List, attached hereto as **Exhibit A**, which may be updated from time to time to incorporate additional facilities at each School Site depending on Program needs. Changes and additions to the Facility Use List shall be agreed to in writing between the Parties and approved by the District's Superintendent or designee, and _____ principal with approval authority.
- 6.3. _____ **Responsibilities.** _____'s primary responsibilities relating to the Grant and administering the Program with Grant funds are as follows:
- 6.3.1. Provide expanded learning activities and enrichment within the Program including, but not limited to the following: homework assistance and focused on social, emotional learning.
 - 6.3.2. Site Directors and Program Coordinators to meet with each principal or their designee of the School Site hosting the Program, formally at the beginning and end of the school year.
 - 6.3.3. Communicate with the District Liaison via phone or email of major incidents with students and parents, as well as 911 calls. This includes but is not limited to student injuries where 911 was called; a student making a threat to themselves or others; or if something on campus was damaged beyond repair.
 - 6.3.4. Track student attendance in the Program in the District approved platform and report and submit bi-annually to the State's online ASSIST system. Submit any attendance revisions and prepare for the District attendance audit. Annually purge the Program and related documents that are stored on District property, having all records purged 5 years after the last contract term.
- 6.4. **Onsite Visits.** _____ must coordinate with the District's schedule and access requirements for any periodic on-site visits and inspections conducted pursuant to the Project Grants. The District will reasonably cooperate to make its personnel available if required for such visits or inspections.
- 6.5. **Accounting System.** The District and _____ shall be responsible for maintaining an accounting system that satisfies the requirements of the Project Grants and that shall accomplish the following, consistent with the requirement of the Project Grants and nonprofit accounting practices:
- 6.5.1. Accurately reflects fiscal transactions with the necessary controls and safeguards;
 - 6.5.2. Provides a good audit trail, including original source documents such as purchase orders, receipts, progress payments, invoices, timecards, and evidence of payment; and

6.5.3. Provides accounting data so the total cost of each individual project can be readily determined.

7. **TITLE TO PREMISES.** The Parties acknowledge that title to the Premises is held by District. _____ shall make no structural modifications to the Premises or other District property or make any improvements to the Premises or other District property without prior written consent from the District.

8. **SECURITY AND SUPERVISION.**

8.1. _____ shall train and provide an adequate number of competent personnel to supervise the Permitted Use on the Premises. No less than two (2) adults shall be present at all times during _____'s use as described in **Exhibits A and B.** _____ shall utilize its best efforts to enforce all of the District's rules, regulations and policies while supervising activities or programs on the District's Premises.

8.2. The school building administrator or District Director/Operations Support Services is authorized to require appropriate security and supervision of all activities held in District facilities.

9. **CUSTODIAL SERVICES.** District shall provide custodial services to the Premises in the same manner as to other District property.

10. **MAINTENANCE AND REPAIRS.**

10.1. Subject to the express maintenance and custodial obligations of District set forth herein, _____ shall maintain, at its cost, the Premises in good condition consistent with the condition existing at the time of delivery. _____ acknowledges and accepts that the Premises are provided in "AS IS" condition. District shall keep and maintain the structural elements of the buildings, as hereinafter defined, on the Premises in reasonably good condition and repair and in any event at least in a condition substantially similar to that existing at the time _____ takes possession of the Premises excepting normal wear, tear, and damage by casualty unless a state of disrepair is due to willful or negligent actions of _____, its agents or clients, in which case necessary repairs or replacement shall be charged to _____. District and _____ shall cooperate to document "AS IS" condition within thirty (30) days of executing this Agreement.

10.2. District makes no representations or warranties as to the condition of any buildings or their compliance with ADA or other regulations or laws existing on the Premises as of the commencement of the Term of this Agreement.

10.3. District shall not be required to maintain, repair or replace the interior spaces including the interior surface of exterior walls. If District is required to perform maintenance that is not District's obligation, _____ shall reimburse District, as Additional Payment within thirty (30) days after receipt of billing, for the cost of such maintenance and repairs which are the obligation of _____ hereunder; provided, however, that _____ shall not be required to reimburse District for the cost of repairs of the structural elements of a building unless such repair is employees, agents, or invitees in which event necessary repairs or replacements shall be charged to _____, its agents or clients as Additional Payment.

10.4. As used in this Agreement, the term "structural elements of the building" is defined as and shall be limited to _____, footings, floor slab but not flooring, structural walls excluding glass and doors, and the roof including roof membrane and skylights. Plumbing,

electrical, air conditioning, and heating systems shall be considered "structural elements of the building" excluding, however, those repairs and maintenance items which can be completed without wall or floor removal, in which case these repairs shall be the responsibility of _____.

10.5. District shall have no maintenance or repair obligations with respect to the Premises except as expressly provided in this section. _____ hereby expressly waives the provisions of sections 1941 and 1942 of the Civil Code of California and all rights to make repairs at the expense of District as provided in section 1942 of said Civil Code.

10.6. **Damages.** _____ shall be responsible for damage occurring during its use of the Premises to the extent provided in the section below titled "Indemnification."

11. _____ **'S PROPERTY AND RIGHTS.** The District shall have no duty or responsibility for the protection, safeguarding, care, or storage of any personal property, nor shall District be liable for any damage to personal property used or left on the Premises or any surrounding District property by _____ or its employees, agents, contractors, customers, guests, or invitees, including but not limited to damage caused by fire, earthquake, acts of nature, vandalism, or burglary.

12. **DISTRICT ENTRY AND ACCESS TO PREMISES.** District and/or its agents or employees shall have the right to enter the Premises at any time for any purpose including, but not limited to, inspection, maintenance, or posting of reasonable signs or notices to protect the rights of the District.

13. **INDEMNIFICATION.** To the fullest extent permitted by California law, _____ shall defend, indemnify and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) _____'s or any subcontractor's failure to fully comply with or breach of any of the terms and conditions of this Agreement, or 2) any acts, omissions, negligence or willful misconduct of _____, any subcontractor, and their officials, officers, employees, and agents arising out of or in connection with the performance of Services or otherwise arising from this Agreement ("Indemnification"). _____'s Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code § 2782, as may be applicable, or other applicable provisions of law.

13.1. _____ shall defend the District, with counsel approved by District, immediately upon tender of any of the Indemnitees, and the defense shall be paid at _____'s own cost, expense, and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.

13.2. _____ shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees, in any such suit, action or other legal proceeding. _____ shall reimburse Indemnitees, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Acceptance by District of the services performed under this Agreement does not operate to release _____ from responsibility for the

services performed. It is further understood and agreed that _____ is apprised of the scope of the services to be performed under this Agreement and _____ agrees these services can and shall be performed in a fully competent manner.

13.3. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve _____ from liability under this indemnification clause. The requirements of this section shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

13.4. _____ shall be responsible for complying with the provisions of the Education Code Section 45125.1 for itself, its employees, volunteers, and subcontractors who have contact with District students in the performance of this Agreement.

13.5. **Survival of Indemnities.** This section shall survive the expiration or termination of this Agreement.

14. **INSURANCE.** _____ shall maintain, throughout this Agreement, at its sole cost, the policy or policies of liability insurance as set forth in **EXHIBIT E**. All policies, endorsements, and certificates shall be subject to approval by the District as to form and content. _____ agrees to provide the District with a copy of said policies, certificates, and endorsements upon execution of this Agreement.

15. **SUSPENSION OF USE DURING GOVERNMENT MANDATED CLOSURES.** The District may suspend use of the Sites and Premises immediately due to state and local government mandated closures ("Closure") due to a pandemic or epidemic or other health concern. Such suspension shall not be considered a default, breach, material violation or failure to perform under the terms of the Agreement. Written notification of the closure shall be provided to the other _____ as soon as practicable, but in no event more than ten (10) days after the Closure.

16. **ASSIGNMENT, SUBLETTING, AND SUBCONTRACTING.** _____ shall not voluntarily or by operation of law assign, license, transfer, mortgage, sublet, or otherwise encumber all or any part of this Agreement or the Premises without obtaining the prior written consent of District in each instance, and any attempt to do so without such consent being first had and obtained shall be wholly void and, at the option of District, shall immediately terminate this Agreement; provided, however, that District shall not unreasonably withhold, condition or delay its consent. Notwithstanding the foregoing, no assignment which violates the use provisions of this Agreement will be approved. No subcontracting, subletting or assignment, even with consent of District, shall relieve _____ of its obligation to make payments and to perform all of the other obligations to be performed by _____ hereunder. The acceptance of payment by District from any other person shall not be deemed to be a waiver by District of any provisions of this Agreement or consent of any assignment, subletting, subcontracting or other transfer. Consent to one assignment, subletting, subcontracting, or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting, subcontracting or other transfer.

17. **TAXES AND ASSESSMENTS.** Should any possessory interest tax, other personal property or real property tax, or assessment whatsoever be assessed against the District as a result of this Agreement, _____ agrees to and shall pay all such foregoing taxes and assessments and charges not less than twenty (20) days prior to the date of delinquency thereof and give written notice of such payment to the District within five (5) days after such payment is made.

18. **SIGNS.** _____ may, at _____'s sole cost, have the right and entitlement to place a sign or label on the Premises to advertise _____'s use or Permitted Use, provided _____ obtains the written approval and consent of the District's site

administrator or Chief Business Officer/Business Services prior to placement. Any signs or labels shall comply with the local ordinances pertaining thereto. Throughout the Term, _____ shall, at its sole cost and expense, maintain any of its signage and all appurtenances in good condition and repair.

18.1. At the expiration or termination of this Agreement, _____ shall remove any signs which it has placed on the Premises and shall repair any damage caused by the installation or removal of _____'s signs at _____'s sole cost.

19. **NOTICE.** Any notice required or permitted to be given under the 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 email, addressed as follows:

TO DISTRICT: Rowland Unified School District 1830 South Nogales Street Rowland Heights, CA 91748 Attn: Alejandro Flores, Deputy Superintendent E-mail: aflores@rowlandschools.org Telephone: (626) 854-8309 COPY TO: Orbach Huff & Henderson LLP 1901 Avenue of the Stars, Suite 575 Los Angeles, CA 90067 Attn: Sarine A. Abrahamian, Esq. E-mail: sabrahamian@ohhlegal.com Telephone: (310) 788-9200	TO _____ : _____ LLC Address: _____ Attn: _____ Telephone: _____ Email: _____
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Any notice personally given 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 sent by USPS shall be effective within three (3) business days following delivery thereof to USPS. The Parties agree to also provide notices, certificates, or other communications by electronic mail to the e-mail addresses identified above.

20. **JOINT AND SEVERAL LIABILITY.** If _____ is more than one person or entity, each person or entity shall be jointly and severally liable for the obligations of _____ hereunder.
21. **INDEPENDENT CONTRACTOR 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.
22. **ENTIRE AGREEMENT OF PARTIES.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written.
23. **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 Los Angeles County, California.

24. COMPLIANCE WITH ALL LAWS AND DISTRICT POLICIES.

- 24.1. _____ shall at _____'s expense comply with all applicable federal, state and local laws, regulations, and ordinances affecting the Premises, including but not limited to District BP 1221 and AR 1221 on Use of School Facilities. _____ shall also comply with any and all laws, statutes and regulations pertaining to air and water quality, hazardous materials, waste disposal, air emission and other environmental matters (including the California Environmental Quality Act ("CEQA") and its implementing regulations) ("Environmental Laws").
- 24.2. The judgment of a court of competent jurisdiction, or _____'s admission in an action or a proceeding against _____, whether the District is a party to it or not, that _____ has violated any law or regulation or ordinance in its use of the Premises shall be considered conclusive evidence of that fact as between the District and _____. If _____ fails to comply with any law, regulation or ordinance, the District reserves the right to take necessary remedial measures at _____'s expense, for which _____ agrees to reimburse the District on demand.
- 24.3. _____ shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises and any improvements by _____ or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom, and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). _____ shall comply with all Environmental Laws. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as "hazardous" or "extremely hazardous" pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, sections 66261.30 et seq., (ii) defined as a "hazardous waste" pursuant to section 14 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. (42 U.S.C. § 6903), or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq. (42 U.S.C. § 9601). As used herein, the term "Hazardous Materials Law" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services) which regulates the use, storage, release, or disposal of any Hazardous Material.
- 24.4. The Parties will promptly notify each other in writing if a Party has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, or under or from the Premises in violation of Environmental Laws. The Parties shall promptly provide copies to each other of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations, or notices relating to the conditions of the Premises or compliance with Environmental Laws. The Parties shall promptly supply each other with copies of all notices, reports, correspondence, and submissions made by a Party to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, and any other local, state, or federal authority that requires submission of any information concerning environmental matters or Hazardous Substances pursuant to Environmental Laws. The Parties shall promptly notify each other of any liens threatened or attached against the Premises pursuant to any Environmental Laws.

24.5. **Indemnity.** _____ shall indemnify, defend (by counsel reasonably approved in writing by the other Party), protect, release, save and hold harmless the District from and against any and all Claims arising from any breach by _____ of its covenants under this section.

25. **COOPERATION WITH OTHER OCCUPANTS OF THE PROPERTY.** It is understood and recognized by _____ that the Premises, of which the Premises is a part, will be used by other parties, including District. District and _____ shall cooperate with the other parties in reaching amicable arrangements concerning such matters as use of the parking areas, playgrounds, policing of communal areas, custodial services, and security measures. _____ agrees to promptly respond to concerns relating to use of the Premises expressed by District, City, or neighbors of the Premises.
26. **NONDISCRIMINATION.** Neither Party shall discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, disability, or any other basis prohibited by law in the operation of any of their programs or employment practices. The Parties affirm they are equal opportunity employers and shall comply with all applicable federal, state, and local laws and regulations.
27. **WAIVER.** The waiver by either 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.
28. **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.
29. **COUNTERPARTS.** This Agreement and all exhibits, amendments, and supplements hereto may be executed by the Parties in counterparts. All counterparts together shall be construed as one document.
30. **CAPTIONS.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation thereof, or of the intention of the Parties hereto.
31. **SEVERABILITY.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but in the event any provision of this Agreement be determined to be invalid, illegal, or unenforceable in any respect under applicable law, such provision shall be severed, and the remaining provisions shall remain valid, legal, and enforceable.
32. **INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
33. **AMENDMENTS AND MODIFICATIONS.** This Agreement, or any exhibits attached hereto, may be amended in writing signed by both Parties. No amendments, changes, or modifications to the Agreement or any exhibits attached hereto are valid or binding unless and until approved and/or ratified by the District's Board and _____'s respective authorized person.
34. **AUTHORITY TO SIGN AGREEMENT.** Each individual executing the Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver the Agreement on behalf of the Party that the individual executing the Agreement and that the Agreement is binding upon that Party in accordance with its terms.
35. **ATTORNEYS' FEES.** In the event either Party institutes legal action to enforce its rights under this Agreement, in whatever forum, public or private, each Party shall be solely responsible for its costs and attorneys' fees. No court shall have authority or jurisdiction to rule or order contrary to this section.

36. **DRAFTING PARTY.** This Agreement is created as a joint effort of both Parties and shall not be interpreted against either Party as the drafter of the Agreement.
37. **BOARD APPROVAL.** This Agreement, and any exhibit attached hereto, including Site-Specific Exhibits, as well as any subsequent amendments and modifications are not valid or binding unless and until approved and/or ratified by the District's governing Board and City's governing body.
38. **FORCE MAJEURE.** In addition to specific provisions of this Agreement, performance by a Party shall not be deemed to be in default, and all performance or other dates specified in this Agreement shall be extended, where the Party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the Party including, without limitation: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; limitation of supplies; epidemics; quarantine restrictions; freight embargoes; lack of transportation; litigation; unusually severe weather; acts or omissions of another party; or any other causes beyond the control of or without the fault of the Party claiming an extension of time to perform. Any governmental statute, order, regulation, rule, or equivalent preventing the use of any Premises as a result of COVID-19 shall not be considered an event beyond the reasonable control of a Party. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within ten (10) days of the commencement of the cause.

[SIGNATURE PAGE TO FOLLOW]

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2025

Dated: _____, 2025

ROWLAND UNIFIED SCHOOL DISTRICT

_____ **LLC**

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

EXHIBIT A

Vendor Price Sheet

SITE	TK/K Potential Enrollment	1st-6th Potential Enrollment	Total Potential Enrollment Per Site	Total Per Site
Blandford	34	190	224	
Hollingworth	11	84	95	
Hurley	4	94	98	
Jellick	17	102	119	
Killian	27	108	135	
Northam	10	79	89	
Oswalt	35	130	165	
Rorimer	25	98	123	
Row El	20	124	144	
Shelyn	41	123	164	
Telesis	13	157	170	
Villacorta	13	51	64	
Ybarra	38	147	185	
Yorbita	18	88	106	
GIANO			41	
TOTAL	306	1575	1922	
			GRAND TOTAL	

EXHIBIT B

DESCRIPTION OF PERMITTED USE

_____ ("_____") supports Rowland Unified School District's ("District") vision to ensure that all students are college and career ready, globally competitive and citizens of strong character. _____ will provide two classes two times per week for up to 20 Districts students per class. These classes will be supplemental afterschool Extended Learning Opportunities for students in TK through sixth grade at **Hollingsworth, Hurley, Jellick, Northam, Rorimer, Rowland, Villacorta, Yorbita, and Telesis (TK-8th), and Giano (7th-8th), Blandford, Killian, Ybarra, Oswalt, and Shelyn from dismissal until 6:00 p.m. every school day.**

Winter (14 TK-6 sites):

5 days 2:30-5 pm

Spring (14 TK-6 sites):

4 days 2 :30-5 pm

Summer (July / June @ 14 TK-6 sites):

21 days 2 :30 - 5 pm

****** and other possible dates as needed.**

EXHIBIT C

STATEMENT OF INFORMATION

The undersigned states that, to be best of his or her knowledge, the school property(ies) for use of which application is hereby made will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the government of the United States by force, violence, or other unlawful means.

That _____, the organization on whose behalf he or she is making application for use of school property, does not, to the best of his or her knowledge, advocate the overthrow of the government of the United States or of the State of California by force, violence, or other unlawful means, and that, to the best of his or her knowledge, it is not a Communist action organization or Communist front organization required by law to be registered with the Attorney General of the United States. This statement is made under penalty of perjury.

Date: _____

Proper Name of _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT D

CRIMINAL BACKGROUND

INVESTIGATION/FINGERPRINTING CERTIFICATION

1. **Education Code.** The undersigned does hereby certify to the governing board of the District as follows:

The undersigned is an authorized representative of _____ currently under Agreement for use of District property as described in the Agreement; the undersigned is familiar with the facts herein certified and is authorized and qualified to execute this certificate on behalf of _____. _____ certifies it has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all _____'s employees who interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or school employee, and the California Department of Justice has determined (per the DOJ process for Applicant Agencies described more fully on its website, located at: <http://oag.ca.gov/fingerprints/agencies>) none of those employees has been convicted of a felony, as the term is defined in Education Code section 45122.1. A complete and accurate list of _____'s employees who may interact with District pupils during the course and scope of the Agreement is attached hereto.

2. **Megan's Law (Sex Offenders).** _____ has verified, and will continue to verify, _____ employees performing services are not listed on the State of California "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).
3. **Responsibilities.** _____'s responsibility for background clearance extends to all its employees, subcontractors, and employees of subcontractors who may interact with District pupils regardless of whether they are designated as _____ employees or acting as independent contractors of _____.

Date: _____

Proper Name of _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT E

INSURANCE REQUIREMENTS

1. _____ (and all of its subcontractors, if any) shall, at its sole cost and expense, procure and maintain, during the term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by _____, _____'s agents, representatives, officers, employees, or subcontractors (of all tiers). Payment for insurance shall be considered as included in the fee, and no additional payment will be made. _____ agrees to maintain insurance coverage as follows:
 - 1.1. **Commercial General Liability Insurance.** Coverage must be equivalent in scope or at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor's liability with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to work performed under this Contract (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. District, its board of trustees, officials, employees, agents, and volunteers must be named as additional insureds with respect to liability arising out of work or operations performed by or on behalf of _____. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). The policy shall contain a severability of interests/cross liability clause or language stating that _____'s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 1.2. **Sexual Abuse and Molestation Insurance.** _____ must provide Coverage for sexual abuse and molestation which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than \$3,000,000 per wrongful act and \$6,000,000 aggregate. This coverage may be provided as an endorsement to the Commercial General Liability policy or under a separate policy and must be written on an "occurrence" and not on a claim made or claims made and reported basis. Coverage must not be subject to any exclusion, restriction, or sub-limit. District, its board of trustees, employees, agents, and volunteers must be named as additional insureds with respect to sexual abuse and molestation claims. The coverage must contain a severability of interests/cross liability clause or language stating that _____'s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 1.3. **Commercial Automobile Liability Insurance.** Coverage must be equivalent in scope or at least as broad as ISO Form Number CA 00 01 covering any auto (Code 1) that includes all vehicles that are owned, non-owned, and hired and personal injury protection, with limit no less than \$1,000,000 per accident for bodily injury and property damage. The policy must provide Contractual Liability coverage equivalent to that provided in the 1990 and later editions of ISO form CA 00 01.
 - 1.4. **Workers' Compensation Insurance.** Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. _____ must maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- 1.5. **Cyber Security and Privacy Liability Policy.** This coverage shall have limits of not less than \$1,000,000 per occurrence and at least \$2,000,000 annual aggregate coverage. The policy shall be endorsed with an additional insured endorsement naming the District and its officials, employees, and agents as additional insureds. The policy shall provide coverage for liability arising from the theft, dissemination and/or use of confidential information, including but not limited to, personally identifiable information (PII), protected health information (PHI), security codes, access codes, passwords, security codes or personal identification numbers (PINS); Notification costs, credit monitoring and other expert services, regulatory fines and defense costs; Network security liability arising from unauthorized access to, use of, or tampering with computer systems, including hacker attacks; Liability arising from the introduction of a computer virus into, or otherwise causing damage to vendor (first party) or customer's (third party) computer, computer system, network or similarly related property and the data, software and programs thereon; Liability arising from professional misconduct or lack of the requisite skill required for the performances of services defined in this Agreement; and Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

1.6. Other Insurance Requirements.

- 1.6.1. **Umbrella/Excess Liability Policy.** An Umbrella Liability policy (or Excess Liability on a Following Form Basis) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- 1.6.2. **Broader Coverage/Higher Limits Applies.** In the event that _____ maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by _____.
- 1.6.3. _____'s **Insurance shall be Primary.** For any claims related to this Agreement, _____'s insurance coverage shall be primary insurance coverage, at least as broad as ISO CG 20 01 04 13, as respects the District, its board of trustees, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of _____'s insurance and shall not contribute with it.
- 1.6.4. **Notice of Cancellation.** For all insurance required by this Agreement, _____ shall provide District with no less than 30 days prior written notice of cancellation or nonrenewal, or reduction in coverage.
- 1.6.5. **Additional Insured Coverage Not Affected By Named Insured's Duties after Accident or Loss.** If any of the insurance required herein requires reporting of accidents or other covered losses, all such policies must be endorsed to provide that any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the District, its board of trustees, officials, employees, volunteers, or agents.
- 1.6.6. **Waiver of Subrogation.** _____ hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. _____ shall obtain any endorsement that may

be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.

- 1.6.7. **Self-Insured Retentions.** Any self-insurance program or self-insured retentions must be declared to and approved separately in writing by the District's Risk Manager or designee and shall protect the District, its board of trustees, officials, employees, volunteers, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained such self-insurance or self-insured retention provisions. The District may require _____ to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. In addition, the policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the Named Insured or by the District, its board of trustees, officials, employees, volunteers, and agents.
- 1.6.8. **Acceptability of Insurers.** All insurance required herein is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by District, and must be authorized to conduct business in the state of California, or approved by the Surplus Lines Association to do business in California.
- 1.6.9. **Verification of Coverage.** _____ shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. The endorsements are to be signed by the person authorized by that Insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive _____'s obligation to provide them. District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Failure to maintain insurance and furnish the required certificates may be considered a breach of this Agreement by _____, and District may terminate this Agreement without waiver of any remedy it may have.
- 1.6.10. **No Limitation on Liability.** Such insurance as required herein shall not be deemed to limit _____'s liability relating to performance under this Agreement. District reserves the right to require complete certified copies of all said policies at any time. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Agreement. _____ understands and agrees that, notwithstanding any insurance, _____'s obligation to defend, indemnify, and hold District, its trustees, officials, agents, volunteers, and employees harmless hereunder is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of _____, its officers, agents, subcontractors (of all tiers), employees, licensees, patrons, or visitors, or the operations conducted by _____.
- 1.6.11. **Waivers and Modifications.** Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the District's Risk Manager or designee.
- 1.6.12. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made

basis: 1. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of any Services performed under this Agreement. 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Consultant must purchase "extended reporting" coverage.

1.7. **Subcontractors.** _____ shall require and verify that all approved subcontractors maintain insurance meeting all the requirements stated herein, and _____ shall ensure that District, its board of trustees, officials, employees, agents, and volunteers are named additional insureds on insurance required from subcontractors.

2. **Changes in Insurance Requirements.** On an annual basis, if, in the opinion of District, the amount of the foregoing insurance coverages is not adequate or the type of insurance or its coverage adequacy is deemed insufficient, _____ shall amend the insurance coverage as required by District's Risk Manager or designee.

2.1. The procuring of such required policy or policies or insurance shall not be construed to limit _____'s liability hereunder or to fulfill the indemnification provision and requirements of this Agreement. Notwithstanding said policy or policies or insurance, _____ shall be obligated for the full and total amount of damage, injury, or loss caused by negligence or neglect connected with this Agreement or with use or occupancy of the Premises.

2.2. During the Term, District shall maintain at its cost a policy of standard fire and casualty insurance limited to the value of the buildings and improvements located on the Premises as of the Commencement Date. In the event of loss or damage to the Premises, the buildings, or any contents, each Party, and all persons claiming under the Party, shall look first to any insurance in its favor before making any claim against the other Party, and to the extent possible without adding additional costs, each Party shall obtain for each policy of insurance provisions permitting waiver of any claim against the other Party for loss or damage within the scope of the insurance and each Party, to the extent permitted, for itself and its insurers, waives all such insurance claims against the other Party.

2.3. No use shall be made or permitted to be made of the Premises, nor acts done, that will increase the existing rate of insurance upon the building or buildings of the Premises or cause the cancellation of any insurance policy, covering same, or any part thereof, nor shall _____ sell, or permit to be kept, used, or sold in or about the Premises any article that may be prohibited by the standard form of fire insurance policies. _____ shall, at its sole cost and expense, comply with any and all requirements pertaining to the Premises, of any insurance _____ or company, necessary for the maintenance of reasonable fire and casualty insurance, covering the Premises' buildings, or appurtenances. Fire and casualty insurance premium increases to District due to equipment and/or activities of _____ shall be charged to _____.

2.4. During the Term, _____ shall comply with all provisions of law applicable to _____ with respect to obtaining and maintaining workers' compensation insurance.

[END OF DOCUMENT]