

TRACY UNIFIED SCHOOL DISTRICT FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT (this "Agreement") is made July 1, 2025, by and between the **TRACY UNIFIED SCHOOL DISTRICT**, a California public school district ("District") and **CATALYST FAMILY, INC.**, a California nonprofit public benefit corporation D/B/A Catalyst Kids ("Facility User"), each a "Party," and referred to collectively as the "Parties."

RECITALS

WHEREAS, Facility User requires space for its State-funded extended day childcare program ("Program");

WHEREAS, in accordance with the Civic Center Act, California Education Code section 38130 et seq., and its regulations, District may grant the use of school facilities or grounds as a civic center upon the terms and conditions District's Governing Board deems proper, including for childcare or day care programs as deemed appropriate by the Governing Board; and

WHEREAS, District desires to allow Facility User to use certain facilities for its Program at the following District school sites (each a "School Site" and collectively, the "School Sites"), upon the terms and condition set forth herein:

- Freiler Elementary School, located at 2421 W Lowell Avenue in Tracy, CA;
- Hirsch Elementary School, located at 1280 Dove Drive in Tracy, CA;
- Kelly Elementary School, located at 535 Mabel Josephine Drive in Tracy, CA;
- Southwest Park Elementary School, located at 501 Mount Oso Avenue in Tracy, CA;
- Jacobson Elementary School located at 1750 W Kavanagh Avenue in Tracy, CA.

NOW THEREFORE, District and Facility User agree as follows:

AGREEMENT

Section 1. Use of Facilities.

- 1.1.** District hereby agrees to allow Facility User use of certain facilities located on the School Sites and further detailed in **Exhibit "A"** (collectively, the "Facilities"), for Facility User's Program, which is more particularly described in **Exhibit "B"**. The scheduled use of the Facilities for Facility User's Program is set forth in **Exhibit "B"**, which scheduled use may from time to time be outside of the Program's regular hours or the School Site's regular hours with times of operation provided to District in writing. District shall have access to and use of each of the Facilities during the times the Facilities are not used by Facility User, including all use by third parties arranged by District.
- 1.2.** Facility User shall store all Facility User's personal property away from the Facilities following its scheduled use so as not to interfere with the District's or a third-party's use of the Facilities. Facility User may install and maintain certain relocatable sheds, owned by Facility User, in an area designated by the District ("Storage Sheds"), which Storage Sheds shall be used by Facility User to store Facility User's personal property outside of Facility User's scheduled use of the Facilities.

- 1.3. Facility User may have non-exclusive use of outdoor space, playground facilities, restrooms, parking spaces, and other common areas at the School Sites during its scheduled use of the Facilities set forth in **Exhibit "B"**, and as designated, coordinated and approved by the principal of each School Site (the "Shared Facilities"). Facility User acknowledges that the School Sites are operating public school campuses, and Facility User agrees that the educational and recreational programs and activities of the School Site shall have priority use of the Shared Facilities, and the Shared Facilities may not always be available to Facility User. Entrance into any other areas of the School Sites other than the Facilities and the Shared Facilities during Facility User's scheduled use are prohibited unless Facility User submits, and the District approves, an application for use of such other areas.
- 1.4. Without limiting anything else in this Agreement, Facility User shall use the Facilities and Shared Facilities at any particular School Site in strict accordance with the following:
 - 1.4.1. Facility User may use the Facilities only during the Facility User's scheduled times of use as set forth in **Exhibit "B"**, and solely for purposes relating to the Program, and for no other purpose;
 - 1.4.2. Facility User must make arrangements with the principal of each School Site in advance to establish (a) the Shared Facilities available to Facility User and the time periods during each day that Facility User will be using the Shared Facilities for the Program, and (b) Facility User's responsibility, if any, for unlocking and locking the Shared Facilities at the School Site following Facility User's use of the Shared Facilities;
 - 1.4.3. In order to avoid unreasonable interference with School Site operations and programs, Facility User and the School Principal shall coordinate and schedule the specific time periods for any and all uses by Facility User of Shared Facilities at the School Site; Facility User and the School Principal may coordinate and schedule time periods even when District classes are not in session at the School Site if such is necessary for Facility User to operate the Program at the Facilities and Shared Facilities; and
 - 1.4.4. Facility User shall have in full force and effect, at all times during the Term, any and all permits, licenses, certifications, and other approvals and consents as necessary for Facility User to use the Facilities and Shared Facilities in order to operate the Program and otherwise perform its obligations pursuant to this Agreement.

Section 2. Term. The initial term of this Agreement shall commence on July 1, 2025, and shall end on June 30, 2027, at 11:59 p.m. ("Initial Term"). The Parties, each in its sole and absolute discretion, may agree, in writing, to amend this Agreement in order to: (i) extend the term of this Agreement for additional periods of one (1) year each (each, an "Extension Term"); and (ii) provide for such other changes to this Agreement as agreed by the Parties. No such amendment shall be valid or binding unless and until the District's Governing Board has approved the amendment. The Initial Term and the Extension Terms, if any, shall be referred to herein, collectively, as the "Term." Facility User agrees to vacate the Facilities in

the condition required under this Agreement on the date of expiration of the Term of the Agreement or earlier termination of this Agreement, whatsoever the reason for such termination.

Section 3. Facility Use Fee.

- 3.1.** For and in consideration of the use of the Facilities and Shared Facilities, Facility User agrees to pay District, on a monthly basis, in the total amount of Eight Thousand Two Hundred Seven and 00/100 Dollars (\$8,207.00) ("Facility Use Fee"), a breakdown of which is included in **Exhibit "A"**. Subject to Section 6 of this Agreement, the total amount of the Facility Use Fee stated herein includes one (1) hour of daily custodial services on regular school days when the School Site is in session at the hourly rate of One Thousand Four Hundred Ninety-One and 40/100 Dollars (\$1,491.40) for one (1) custodian.
- 3.2.** The first payment of the Facility Use Fee shall be due on the commencement date of the Term. Thereafter, Facility User's payments of the Facility Use Fee are due on or before the 1st day of every month during the Term of this Agreement, in advance of Facility User's use, without deduction, setoff, prior notice, or demand. The Facility Use Fee and any other fees or amounts that may become due and payable under this Agreement shall be paid at District's administrative office, located at 1875 W. Lowell Avenue in Tracy, CA 95376.
- 3.3.** The Facility Use Fee shall be adjusted annually, beginning on July 1, 2026 and on every July 1 thereafter, to reflect the percentage increase in the Consumers Price Index for All Urban Consumers (CPI-U) (1982-84=100), as compiled by Bureau of Labor statistics of the U.S. Department of Labor for the San Francisco-Oakland-San Jose metropolitan area, using either the seasonally adjusted CPI-U for the preceding calendar year or the percentage change of the April to April monthly indices, whichever is greater. The minimum annual increase in the Facility Use Fee shall be no less than three percent (3%) and the maximum annual increase shall be no greater than six percent (6%).
- 3.4.** District will notify Licensee of the adjusted annual Facility Use Fee, to be calculated as provided above, by June 15th of each year. Increases in the annual Facility Use Fee shall not require an amendment to this Agreement.

Section 4. Security Deposit. Facility User shall deposit with District a non-interest-bearing security deposit in the amount of Eight Thousand Two Hundred Seven and 00/100 Dollars (\$8,207.00) which District will hold during the Term ("Security Deposit"), which serves as the Security Deposit for this Agreement. The Security Deposit shall secure the timely, full, and faithful performance by Facility User of each term, covenant, and condition of this Agreement. If, at any time, Facility User shall fail to make any payment or fail to keep or perform any term, covenant, or condition on its part to be made or performed or kept under this Agreement, District may, but shall not be obligated to, and without waiving or releasing Facility User from any obligation under this Agreement, use, apply, or retain the whole or any part of the Security Deposit: (a) to the extent of any sum due to District, including the Facility Use Fee; (b) to make any required payment on Facility User's behalf; or (c) to compensate District for any loss, damage, reasonable attorneys' fees or costs, or expense sustained by District due to Facility User's default. In such event, Facility User shall, within five (5) days of written demand by District, remit to District sufficient funds to restore the Security Deposit to its original sum of Eight Thousand Two Hundred Seven and 00/100 Dollars (\$8,207.00). No interest shall accrue on the Security Deposit. District shall not be deemed a trustee of the

Security Deposit and may deposit the Security Deposit with District's other funds. Should Facility User comply with all of the terms, covenants, and conditions of this Agreement and at the end of the Term of this Agreement leave the Facilities in the condition required by this Agreement, then the Security Deposit, less any sums owing to District, shall be returned to Facility User within thirty (30) days after the termination or expiration of this Agreement and surrender of the Facilities by Facility User to District.

Section 5. Utilities and Security.

- 5.1.** Facility User shall be responsible for, and fully and promptly pay, all utilities and services to and for the Facilities in proportion to Facility User's use of the Facilities for the Program, which may include, but is not limited to, water, gas, electricity, telephone, internet, and other data transmission and communication lines and service, security service, sewage fees, janitorial/custodial, trash pick-up, as well as the removal of garbage and rubbish from the Facilities. If Facility User obtains any utilities through District, Facility User shall, on a monthly basis, pay a pro-rata share of the utilities received based on the square footage of the Facilities compared to the other occupied space at the School Site, and the Facility User's scheduled use of the Facilities compared to all of the scheduled use of the Facilities by the District and other third parties. For example, if the Facilities constitute ten percent (10%) of the total square footage of the School Site's occupied and metered space and Facility User's scheduled use of the Facilities is equivalent to twenty percent (20%) of all scheduled use of the Facilities each month, then Facility User's pro-rata share of the School Site's monthly utilities shall be two percent (2%) (e.g., 10% x 20%). Facility User shall pay its portion of all utilities within thirty (30) days of the District's notice to Facility User of invoice charges.
- 5.2.** Facility User shall be responsible for security of the Facilities, Shared Facilities, and the Storage Sheds at all times following Facility User's use, including locking all windows, doors, and gates (as applicable) of the Facilities and Storage Sheds when not in use, or of the Shared Facilities following use. District is in no manner responsible for damage to or theft of Facility User's personal property at the School Sites and Storage Sheds.

Section 6. Custodial Fees. District will provide one (1) hour of daily custodial services on regular school days when the School Site is in session at District's direct cost, which is included in the total Facility Use Fee at the hourly rate of One Thousand Four Hundred Ninety-One and 40/100 Dollars (\$1,491.40) for one (1) custodian ("Custodial Fees"). Any additional custodial services provided to the Facility User shall be charged the hourly Custodial Fees per custodian, and Facility User shall pay the Custodial Fees or any other services provided by District's staff within thirty (30) days of the District's notice to Facility User of invoice charges.

Section 7. Possession and Condition of Facilities.

- 7.1.** Facility User hereby acknowledges, understands, and agrees that the Facilities, including the Shared Facilities and portions of the School Site used for ingress and egress, are rented to the Facility User on an "AS-IS", "WHERE-IS", and "WITH ANY AND ALL FAULTS" basis, subject to any and all existing easements and encumbrances, without representation or warranty by District, whether express or implied, of any kind whatsoever, including, without limitation, any representation or warranty of fitness or suitability for the operation of Facility User's Program, and Facility User expressly waives all claims for damages by

reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement. District shall not be required to make or construct any alterations, including structural changes, additions, or improvements, to the Facilities or School Site. By entry into and taking possession of the Facilities pursuant to this Agreement, Facility User accepts the Facilities as being in good and sanitary order, condition, and repair and accepts the Facilities in the condition existing as of the commencement date of this Agreement. Facility User acknowledges that the District has not made any representation or warranty as to the suitability of the Facilities to the conduct of Facility User's Program or proposed use. Any agreements, warranties or representations not expressly contained herein shall in no way bind either District or Facility User, and District and Facility User expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement. The District shall in no event be liable for any latent defects.

- 7.2.** In the event of significant damage to or destruction of the Facilities or Shared Facilities at a School Site, or if District or other public authority having competent jurisdiction declares the Facilities or Shared Facilities at a School Site to be in a condition that is unsafe or unfit for occupancy and/or use, and regardless of the cause of such damage, destruction or condition, then, within thirty (30) calendar days of such event or declaration, District, in its sole discretion, may elect in writing to either: (a) terminate this Agreement as it applies to the Facilities or Shared Facilities at the School Site; or (b) undertake such work as necessary to repair and/or restore the Facilities or Shared Facilities to a safe and useable condition. For purposes of the foregoing: (i) District shall have the reasonable discretion to determine whether any damage to, destruction of, or condition of Facilities or Shared Facilities is significant; and (ii) if District elects to repair or restore the Facilities or Shared Facilities, Facility User shall not be entitled to any compensation or other consideration on account of its inability to use the Facilities or Shared Facilities during the repair and/or restoration period.

Section 8. Improvements, Fixtures or Alterations. Facility User shall not construct in the Facilities or Shared Facilities, or surrounding areas, any improvements or alterations of any kind or install any fixtures without the prior written approval of District.

Section 9. Signs. Facility User may, at Facility User's cost, place Facility User's signs on or at the Facilities, and otherwise to advertise the Program, provided Facility User obtains the approval and consent of District regarding content, size, and placement of signs, which approval and consent shall not be unreasonably withheld. All signs shall comply with District policies and local governmental ordinances pertaining thereto. Throughout the Term of this Agreement, Facility User shall, at its sole cost and expense, maintain the signage and all appurtenances in good condition and repair. At the termination of this Agreement, Facility User shall remove any signs which it has placed on the Facilities and shall repair any damage caused by the installation or removal of those signs.

Section 10. Title to and Removal of Facility User's Equipment.

- 10.1.** Title to Facility User's Storage Sheds, equipment, personal property, and chattels (collectively, "Facility User's Equipment") at the Facilities shall be held solely by Facility User. All of Facility User's Equipment shall remain the personal property of Facility User and shall not be treated as real property or become a

part of the Facilities. On or before the expiration of this Agreement, or within thirty (30) days after any earlier termination hereof, Facility User shall remove Facility User's Equipment, at its sole expense. Facility User shall repair any damage to the Facilities, caused by said removal and restore the Facilities to good condition, ordinary wear and tear excepted. Notwithstanding the foregoing, District, in its reasonable discretion, may agree, in writing, to extend the foregoing 30-day removal period if Facility User requests, in writing, and shows good cause as to why the thirty (30) days is not sufficient. If such extension request is approved by District, District may charge a reasonable storage fee for the additional time needed by Facility User to remove Facility User's Equipment.

- 10.2.** In the event that Facility User fails to timely remove Facility User's Equipment, District, upon fifteen (15) days written notice, may, without liability on the part of District to Facility User or any person or entity claiming under Facility User, either (a) accept ownership of Facility User's Equipment with no cost to District, provided that, in each case that District elects to assume ownership of Facility User's Equipment in accordance with this clause, Facility User shall have no obligation to pay removal and/or restoration costs, or (b) remove and/or dispose of Facility User's Equipment at Facility User's sole cost. In the event that District chooses to accept ownership of Facility User's Equipment, Facility User shall execute any necessary documents to effectuate the change in ownership of Facility User's Equipment to District. In the event District removes and/or disposes of Facility User's Equipment, Facility User shall pay all costs for the removal and/or disposal of Facility User's Equipment within thirty (30) days of receipt of an invoice.

Section 11. Protection of District Property. School facilities, grounds, equipment, and other District property must be protected by Facility User from damage and mistreatment, and ordinary precautions must be maintained. To the extent attributable to any acts or omissions of Facility User and/or any of its directors, officers, employees, members, consultants, contractors, service recipients, guests, attendees or participants, Facility User shall be responsible for the condition in which the Facilities or Shared Facilities are left after each use by Facility User. At the conclusion of each period of use, Facility User shall pick up any trash, and turn off lights and water at the Facilities or Shared Facilities, if applicable.

Section 12. Damage. Facility User shall be responsible for any damages to District property caused by Facility User or any of its directors, officers, employees, members, consultants, contractors, service recipients, guests, attendees or participants. Should the Facilities, Shared Facilities, grounds, equipment, or other District property be damaged or abused beyond normal wear and tear, and such damage is attributable to any acts or omissions of Facility User and/or any of its directors, officers, employees, members, consultants, contractors, service recipients, guests, attendees or participants, such damage shall be paid for by the Facility User, shall constitute sufficient cause for termination of this Agreement, and may result in denial of future use of District facilities, grounds, or equipment by Facility User.

Section 13. Termination.

- 13.1. For Convenience.** Either Party may terminate this Agreement for convenience by written notification ninety (90) days prior to the effective date of the termination. Neither Party shall be required to provide just cause for termination in the written notification.

13.2. For Cause. Either Party may terminate this Agreement immediately, with written notice, for cause. Cause shall include, without limitation: Facility User's nonpayment of the Facility Use Fee or other fees that may become due or payable pursuant to this Agreement; material violation of this Agreement; or any act by Facility User exposing the District to liability to others for personal injury or School Site damage. The non-defaulting Party (the "Alleging Party") shall provide written notice to the defaulting Party (the "Defaulting Party") that specifies in reasonable detail the basis for the alleged default or cause for termination ("Notice of Default"). If the Defaulting Party does not cure the default within fifteen (15) days following receipt of the Notice of Default or make arrangements for cure as are satisfactory to the Alleging Party in its discretion, the Alleging Party may terminate this Agreement in whole or in part by giving written notice of termination to the Defaulting Party ("Notice of Termination"). The termination shall be effective immediately upon receipt of the Notice of Termination by the Defaulting Party or at a later date than the Notice of Termination may specify.

13.3. Termination of Program. If the Program funding expires or is reduced or terminated for any reason, this Agreement shall immediately terminate upon District's receipt of a written notice from Facility User.

Section 14. Prohibited Uses and Restrictions.

14.1. The following uses and types of activities are prohibited on the School Sites, Facilities or Shared Facilities: (a) Any use or activity which involves the possession, serving, consumption, use, and/or sale of alcoholic beverages, illegal drugs, narcotics, intoxicants, marijuana or synthetic marijuana, tobacco products, including, without limitation, vaporized or e-cigarettes, and/or other restricted substances; (b) Any use or activity which involves gambling and/or the conducting of games of chance; (c) Any use or activity which is inconsistent with the use of the Facilities or Shared Facilities for the Program expressly stated herein, the use of the Facilities for purposes which otherwise interferes with School Site or District activities or the regular conduct of schoolwork; (d) Any use or activity which is discriminatory against any group or individual protected under local, state, or federal antidiscrimination laws or District policy; (e) Any use or activity that includes fighting, quarrelling, abusive language, or noise which may be offensive to other uses, activities, or the neighborhood; (f) Any use or activity for the commission of any crime or any act prohibited by law or District policy, nor shall the School Sites, Facilities or Shared Facilities be used for any unlawful purpose; (g) Any use or activity which is inimical or contrary to public morals, good manners, taste and/or welfare or which is morally objectionable as unsuitable for a public educational facility; (h) Any use or activity which would, in the sole discretion of District, unduly disrupt the residents in the surrounding neighborhood; (i) Any use or activity which would, in the sole discretion of District, injure or damage the School Sites, Facilities, Shared Facilities, school facilities or grounds, equipment, or other School Site or District property; (j) Any use or activity which may cause an increase in the existing rate of insurance upon the School Sites or Facilities or cause the cancellation of any insurance policy covering the School Sites or Facilities; (k) No animals of any kind are allowed on the School Sites or Facilities except for certified service animals or unless otherwise required by law; (l) Firearms, including pellet guns, BB guns, or sling shots, and other weapons or explosive

devices are prohibited on any District property, including the School Sites, the Facilities and Shared Facilities; and (m) Facility User shall not commit or suffer to be committed, any waste upon the School Sites, Facilities or Shared Facilities, or place any harmful substances, whether solid, liquid or gaseous, in the plumbing, sewer, or storm water drainage systems of the School Sites, Facilities or Shared Facilities.

- 14.2.** No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the School Sites, Facilities or Shared Facilities except in trash containers designated for that purpose. Additionally, Facility User shall comply with all environmental and hazardous materials laws and shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the School Sites, Facilities or Shared Facilities. 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, PCBs, and any material or substance which is: (a) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30, et seq.; (b) defined as "hazardous waste" pursuant to section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq.; or (c) 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. As used herein, the term "hazardous materials law" means any statute, law, ordinance, or regulation of any governmental body or agency, including, without limitation, 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.
- 14.3.** If parking on the School Sites, Facility User and its participants, employees, agents, volunteers, licensees, and invitees must park in designated parking locations and drive on designated roadways. Under no circumstances shall Facility User or its participants, employees, agents, volunteers, licensees, and invitees drive or park on lawns, fields, pedestrian pathways, corridors, tracks, landscaping, courtyards, sidewalks, or any other areas not intended for vehicles. Parking in designated fire lanes is prohibited. Facility User shall be solely responsible for any and all property damage or other losses resulting from unauthorized use or parking of vehicles in prohibited areas on the School Sites by Facility User or its participants, employees, agents, volunteers, licensees, or invitees. District shall have no responsibility for the safety of the vehicles or their contents parked at the School Sites, and Facility User assumes the entire risk of loss and theft with respect to property placed at the School Sites by Facility User or on its behalf.

Section 15. Program Staffing and Background Verification.

- 15.1.** Facility User represents that it is duly authorized to administer and operate its Program, and at District request, Facility User shall provide copies of relevant license(s), permit(s), accreditation(s), and/or certification(s) to District. Facility User shall be solely responsible for obtaining all necessary permits, licenses, and approvals from any and all applicable State, local or other regulatory agencies related to the operation of its Program or otherwise connected to

Facility User's use of the Facilities or Shared Facilities and its Program, including without limitation, use permits, California Department of Social Services licensing, and compliance with the California Environmental Quality Act.

- 15.2.** Facility User shall be solely responsible for the administration and operation of its Program, including the hiring of all Facility User's employees. Facility User shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its employees, staff, agents, volunteers, consultants, and/or subcontractors who may provide services in conjunction with Facility User's operation and administration of its Program and activities in the Facilities, Shared Facilities and on School Sites. Prior to commencement of its Program, Facility User shall complete the Fingerprinting/Criminal background verification certificate attached hereto as **Exhibit "C,"** and shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code section 45125.1 or as otherwise may be required by licensing authorities such as the California Department of Social Services or California Department of Education. Facility User shall provide to District written verification of compliance with the aforementioned fingerprinting and criminal background investigation requirements prior to each individual's commencement of employment or participation in any Facility User activity at the School Sites. Facility User shall not allow any person for whom the District has not received satisfactory written verification of compliance to enter the School Sites for any purpose related to or arising out of this Agreement at any time that District pupils may be present or otherwise have contact with District pupils.

Section 16. Tuberculosis Risk Assessment/Testing and Immunizations. Facility User agrees to have its employees and employees of its subcontractors submit to a Pre-K and K-12 Tuberculosis Risk Assessment Questionnaire and Certificate of Completion Form from the California Department of Public Health. A licensed health care provider, including registered nurses, must administer the assessment within 60 days of hire. If tuberculosis risk factors are identified, a TB test is required. Facility User shall also comply with the licensing requirements of California Health & Safety Code section 1596.7995 by requiring that all of Facility User's employees and employees of its subcontractors be immunized against measles, pertussis, and influenza, unless the individual presents a valid medical exemption. Facility User shall maintain written documentation that all employees have satisfied this requirement and shall make such records available, upon request of the District. Facility User further agrees to comply with all applicable federal, state, and local regulations and laws regulating child immunization requirements and Facility User's admittance of children in childcare or preschool programs, including California Health & Safety Code section 120325, et seq.

Section 17. Non-Discrimination. Facility User and its employees shall not discriminate against any person because of race, color, ancestry, national origin, religion, creed, age, mental or physical disability, sex, gender, sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, or military or veteran status. Facility User shall not discriminate against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age, mental or physical disability, sex, gender, sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, or military or veteran status. Facility User covenants to meet all requirements of District pertaining to non-discrimination in employment. If Facility User is found in violation of the non-discrimination provision of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the conduct of its activities under this Agreement by the State of California

Fair Employment Practices Commission or the equivalent federal agency or officer, it shall thereby be found in default of this Agreement.

Section 18. Compliance with District Policies and Laws. Facility User shall comply with all applicable District policies and regulations governing use of the Facilities. Facility User shall not use or permit the Facilities to be used in whole or in part during the Term of this Agreement for any purpose or use in violation of the laws or ordinances applicable thereto. Facility User shall indemnify, defend, and hold District harmless against any loss, expense, damage, attorneys' fees or liability arising out of failure of Facility User or its members, guests, attendees or participants to comply with any applicable law, regulation, rule or ordinance in connection with this Agreement.

Section 19. Cooperation with Other Occupants of the School Sites. It is understood and recognized by Facility User that the School Sites, of which the Facilities and Shared Facilities are a part, will be used by other parties, including District, and Facility User shall cooperate with the other parties in reaching amicable arrangements regarding matters of concern, such as use of the Shared Facilities, common areas, security measures, and similar matters.

Section 20. Hold Harmless/Indemnification. To the fullest extent permitted by California law, Facility User shall defend, indemnify, and hold harmless District, its officers, trustees, employees, volunteers, agents, and representatives ("District Indemnified Parties") from any and all third-party claims (including losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, reasonable attorneys' fees and costs), directly or indirectly arising out of, connected with, or resulting from Facility User's use or occupancy of the Facilities, Shared Facilities, School Sites, District or Facility User's furniture or equipment, or from any activity, work, or thing done, permitted, or suffered by Facility User in conjunction with the performance of this Agreement, unless solely caused by the active negligence or willful misconduct of the District Indemnified Parties; and in case any action or proceeding be brought against District, Facility User shall defend the same at Facility User's expense provided that the cost to defend the District Indemnified Parties shall not exceed the proportionate percentage of the Facility User's fault as determined by a court of competent jurisdiction.

Section 21. Insurance.

21.1. Commercial General Liability Insurance. Facility User shall, during the Term of this Agreement, maintain in force, a combined, single-limit liability commercial general insurance policy with a \$2 million per occurrence and \$4 million aggregate limit of liability for bodily injury and property damage, including products and completed operations, and personal and advertising injury. District, the District's Board of Education, officers, officials, employees, agents and volunteers shall be named as additional insureds at Facility User's expense under such policy. Such policy shall provide for a thirty (30) day written notice to District of any cancellation or reduction of coverage. Facility User agrees to provide District an original certificate of insurance evidencing this coverage, including all required amendatory endorsements and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements, in a form satisfactory to District upon execution of this Agreement, upon each policy renewal, and upon request of District during the Term of this Agreement.

- 21.2. Automobile Insurance.** Facility User shall, during the Term of this Agreement, maintain in force a comprehensive auto liability policy naming District, the District's Board of Education, employees, and agents, at Facility User's expense, as additional insured under such policy. The policy shall provide for a thirty (30) day written notice to District of any cancellation or reduction of coverage. Facility User agrees to provide District an original certificate of insurance evidencing this coverage, in a form satisfactory to District upon execution of this Agreement, upon each policy renewal, and upon request of District during the Term of this Agreement.
- 21.3. Workers' Compensation and Employer's Liability Insurance.** During the Term of this Agreement, Facility User shall comply with all provisions of law applicable to Facility User with respect to obtaining and maintaining workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1 million per accident for bodily injury, illness, or disease. Prior to commencement of this Agreement and Facility User's occupancy of the Facilities, Facility User shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be cancelled or reduced without thirty (30) days prior written notice to District.
- 21.4. Sexual Molestation and Abuse Insurance.** Facility User shall, during the Term of this Agreement, maintain in force sexual molestation and abuse coverage with a \$1 million per occurrence, \$2 million aggregate limit of liability. District, the District's Board of Education, officers, officials, employees, agents and volunteers shall be named as additional insureds at Facility User's expense under such policy. Such policy shall provide for a thirty (30) day written notice to District of any cancellation or reduction of coverage. Facility User agrees to provide District an original certificate of insurance evidencing this coverage in a form satisfactory to District upon execution of this Agreement, upon each policy renewal, and upon request of District during the Term of this Agreement.
- 21.5. Property Insurance.** Facility User acknowledges and understands that the insurance to be maintained by District on the Facilities will not insure any of Facility User's Equipment. Accordingly, Facility User shall, at its own expense, maintain in full force and effect an insurance policy on all of Facility User's Equipment and personal property in, about, or on the Facilities and School Sites. Said policy is to be for "All Risk" coverage insurance, at full replacement cost with no coinsurance penalty provision.
- 21.6. Other.** If the Facility User maintains broader coverage and/or higher limits than the minimums shown above, District requires and shall be entitled to the broader coverage and/or the higher limits maintained by Facility User. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District. Each insurance policy required by this Agreement shall: (a) be placed with insurers authorized to conduct business in the State of California with a current A.M. Best's rating of no less than A-: VII; (b) not be cancelled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to District; and (c) contain a clause waiving all rights of subrogation against District, the District's Board of Education, and elective or appointive officers or employees, when acting within the scope of their employment or appointment. Facility User agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not

the District has received a waiver of subrogation endorsement from the insurer. The Parties agree that any insurance maintained by District will apply in excess of, and not contribute with, insurance provided by the policies required by this Agreement. With respect to self-insured retentions by Facility User, self-insured retentions must be declared to and approved by the District. At the option District, either: (i) the Facility User shall obtain coverage to reduce or eliminate such self-insured retentions as respects the District, the District's Board of Education, its officers, officials, employees, agents and volunteers; or (ii) Facility User shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District. District reserves the right to modify the requirements of this Section at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Section 22. Taxes and Assessments.

- 22.1.** It is understood and agreed that all taxes, costs, expenses, assessments, levies, possessory interest taxes, late charges, and other charges and governmental fees, general and special, ordinary and extraordinary, unforeseen as well as foreseen of any kind or nature whatsoever, which prior to or during the Term of this Agreement become due and payable upon Facility User's Equipment, or which Facility User is otherwise required to pay hereunder in connection with the Program and/or Facility User's use of the Facilities or Shared Facilities, shall be the full responsibility of Facility User, and Facility User shall pay all sums prior to delinquency. Facility User is responsible for any interest and penalties that may accrue thereon in the event of Facility User's failure to pay such amounts, along with all reasonable damages, costs, and attorneys' fees and expenses which District may incur by reason of any default of Facility User or failure on Facility User's part to comply with the terms of this Agreement. In the event of nonpayment by Facility User, District shall have all the rights and remedies with respect thereto as District has for the nonpayment of the monthly Facility Use Fee. This provision shall survive the expiration or earlier termination of this Agreement.
- 22.2.** Facility User hereby acknowledges that, in certain circumstances, the possession and use of public property by a non-public entity may result in the imposition of a "possessory interest" tax. Facility User further acknowledges and agrees that in the event any possessory interest tax is imposed as a result of this Agreement, Facility User shall be responsible for paying such tax.

Section 23. Reservation of Rights. District reserves the right to install, lay, construct, maintain, repair, and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, and connections; water, oil, and gas pipelines; telephone and telegraph power lines; and the applications and appurtenances necessary or convenient for connection therewith, in, over, upon, through, across and along the Facilities or any part thereof, and to enter the Facilities for any and all such purposes, at any reasonable times. District also reserves the right to grant franchises, easements, rights of way, and permits, in, over, upon, through, across, and along any and all portions of the Facilities. Notwithstanding the foregoing, no rights reserved by District in this clause shall be so exercised as to interfere unreasonably with the use and operation of the Facilities by Facility User as permitted under this Agreement. District shall give reasonable advanced notice where practicable before entering into the Facilities; provided that such notice shall not be required in the event of an

emergency or imminent threat to the health and/or safety of any person(s), threat of injury to any person(s), or threat of damage to any property.

Section 24. Construction Related Accessibility Standards. Pursuant to California Civil Code section 1938, District states that the Facilities and School Sites have not undergone inspection by a Certified Access Specialist (CASp).

Section 25. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or deposited in the United States mail, postage prepaid, return receipt required, or sent by overnight delivery service or electronic mail, addressed as follows:

TRACY UNIFIED SCHOOL DISTRICT	CATALYST FAMILY, INC.,
1875 W. Lowell Avenue	D/B/A Catalyst Kids
Tracy, CA 95376	350 Woodview Ave, Suite 100
Attn: Tania Salinas, Associate	Morgan Hill CA 95037
Superintendent of Business Services	Attn: Contracts Department
Email: tsalinas@tusd.net	Email: SDumars@catalystfamily.org

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

Section 26. Sublease and Assignment. Facility User shall not assign its rights, duties or privileges under this Agreement, nor shall Facility User sublease or attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the District. Any such attempt without District written consent shall be void.

Section 27. 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.

Section 28. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties as to Facility User's use of the Facilities or Shared Facilities and supersedes all prior discussions, negotiations and agreements, whether oral or written as to Facility User's use of the Facilities or Shared Facilities. This Agreement may be amended or modified only by a written instrument mutually executed by the Parties and approved by their respective governing boards.

Section 29. Governing 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 the county in which the District's administrative office is located.

Section 30. 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.

Section 31. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed, and the remaining provisions shall continue as valid, legal and enforceable.

Section 32. Incorporation of Recitals and Exhibits. The recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Section 33. Authority. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and this Agreement is valid and a legal agreement binding on such Party and is enforceable in accordance with its terms.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

ACCEPTED AND AGREED on the dates indicated below:

Dated: _____, 2025 Dated: _____, 2025

TRACY UNIFIED SCHOOL DISTRICT

**CATALYST FAMILY, INC.,
D/B/A Catalyst Kids**

By: _____
Tania Salinas,
Associate Superintendent of
Business Services

By: _____
Susan Dumars,
President

EXHIBIT "A" FACILITIES

The "Facilities" rented to Facility User at the School Sites include five (5) modular classroom buildings, described below.

04/08/2022
DBKE1

Tracy Unified School District
Building Detail Report

As of: 08/31/2021
Page: 22

Entity:	001	TRACY UNIFIED SCHOOL DISTRICT	
Site:	007	FREILER ELEMENTARY SCHOOL	
Building:	022	PORTABLE CLASSROOM CATALYST	
		2421 WEST LOWELL AVENUE	
		TRACY, CA 95376	
CPSD County:	39	CPSD District:	75499
Site Key:	204484	Building Key:	
OSA Number:		Serial Number:	
Year Built:	2003	Evaluation Date:	08/31/2021
No. of Stories:	1	Total Square Feet:	1,920
Height:	12	Fire Protection Class:	1
Occupancy:	SPC	SCHOOL - PORTABLE CLASSROOM	
Construction:	D	WOOD	Flood Zone:
Condition:	A	AVERAGE	
GPS Latitude:	37.747972	GPS Longitude:	-121.460781
Vacant:	NO	Plumbing Date:	//
Basement:	NO	Heating Date:	//
Elevator:	NO	Wiring Date:	//
Swimming Pool:	NO	Roofing Date:	//
Improvements:	NO	Retrofit Date:	//



Monthly Facility Use Fee: \$1,641.40

GENERAL BUILDING CHARACTERISTICS

Exterior Wall:	WD
Roof Construction:	WDJ
Roof Covering:	M
Interior Wall:	DW
Ceiling:	AT
Floor:	CA,VT
Foundation:	W
Security/Fire Protection:	AL,EX,SP

BUILDING SERVICES

Electrical:	CB
Plumbing:	L
Heating:	HP
Air Conditioning:	

NOTES

4936-1172-8954.5 014393.001

Entity: 001 TRACY UNIFIED SCHOOL DISTRICT
 Site: 009 HIRSCH ELEMENTARY SCHOOL
 Building: 005 PORTABLE CLASSROOMS 2-3
 1280 DOVE DRIVE
 TRACY, CA 95376

CPSD County: 39 CPSD District: 75499
 Site Key: 204485 Building Key: 447402
 OSA Number: Serial Number:
 Year Built: 1997 Evaluation Date: 08/31/2021
 No. of Stories: 1 Total Square Feet: 1,920
 Height: 12 Fire Protection Class: 1
 Occupancy: SPC SCHOOL - PORTABLE CLASSROOM
 Construction: D WOOD Flood Zone:
 Condition: A AVERAGE
 GPS Latitude: 37.714729 GPS Longitude: -121.440292

Vacant: NO Plumbing Date: //
 Basement: NO Heating Date: //
 Elevator: NO Wiring Date: //
 Swimming Pool: NO Roofing Date: //
 Improvements: NO Retrofit Date: //



Monthly Facility Use Fee: \$1,641.40

GENERAL BUILDING CHARACTERISTICS

Exterior Wall: WD
 Roof Construction: WDJ
 Roof Covering: M
 Interior Wall: DW
 Ceiling: AT
 Floor: CA,TC
 Foundation: P
 Security/Fire Protection: AL,EX,IS,SD,VC

BUILDING SERVICES

Electrical: CB
 Plumbing: L
 Heating: HP
 Air Conditioning:

NOTES

Entity: 001 TRACY UNIFIED SCHOOL DISTRICT
 Site: 012 KELLY ELEMENTARY SCHOOL
 Building: 028 PRESCHOOL PORTABLE
 535 MABEL JOSEPHINE DRIVE
 TRACY, CA 95377

CPSD County: 39 CPSD District: 75499
 Site Key: 204488 Building Key:
 OSA Number: Serial Number:

Year Built: 2005 Evaluation Date: 08/31/2021
 No. of Stories: 1 Total Square Feet: 1,920
 Height: 12 Fire Protection Class: 1
 Occupancy: SPC SCHOOL - PORTABLE CLASSROOM
 Construction: D WOOD Flood Zone:
 Condition: A AVERAGE
 GPS Latitude: 37.724899 GPS Longitude: -121.463365

Vacant: NO Plumbing Date: //
 Basement: NO Heating Date: //
 Elevator: NO Wiring Date: //
 Swimming Pool: NO Roofing Date: //
 Improvements: NO Retrofit Date: //



Monthly Facility Use Fee: \$1,641.40

GENERAL BUILDING CHARACTERISTICS

Exterior Wall: WD
 Roof Construction: WDJ
 Roof Covering: M
 Interior Wall: DW,MA
 Ceiling: AT
 Floor: CA
 Foundation: W
 Security/Fire Protection: AL,EX,SD

BUILDING SERVICES

Electrical: CB
 Plumbing: A
 Heating: HP
 Air Conditioning:

NOTES

Entity: 001 TRACY UNIFIED SCHOOL DISTRICT
 Site: 017 SOUTH/WEST PARK ELEMENTARY SCHOOL
 Building: 029 PORTABLE CLASSROOMS G101-G102
 501 MOUNT OSO AVENUE
 TRACY, CA 95376

CPSD County: 39 CPSD District: 75499
 Site Key: 204486 Building Key: 447227
 OSA Number: Serial Number: 8-97DH955.5A-F

Year Built: 1997 Evaluation Date: 08/31/2021
 No. of Stories: 1 Total Square Feet: 1,920
 Height: 12 Fire Protection Class: 1
 Occupancy: SPC SCHOOL - PORTABLE CLASSROOM
 Construction: D WOOD Flood Zone:
 Condition: A AVERAGE
 GPS Latitude: 37.727244 GPS Longitude: -121.432933

Vacant: NO Plumbing Date: //
 Basement: NO Heating Date: //
 Elevator: NO Wiring Date: //
 Swimming Pool: NO Roofing Date: //
 Improvements: NO Retrofit Date: //



Monthly Facility Use Fee: \$1,641.40

GENERAL BUILDING CHARACTERISTICS

Exterior Wall: WD
 Roof Construction: WDJ
 Roof Covering: M
 Interior Wall: DW
 Ceiling: AT
 Floor: CA,TC
 Foundation: P
 Security/Fire Protection: AL,EX,HD,IS

BUILDING SERVICES

Electrical: CB
 Plumbing: L
 Heating: HP
 Air Conditioning:

NOTES

Entity: 001 TRACY UNIFIED SCHOOL DISTRICT
 Site: 010 JACOBSON ELEMENTARY SCHOOL
 Building: 020 PORTABLE CLASSROOM CATALYST 1
 1750 WEST KAVANAUGH AVENUE
 TRACY, CA 95376

CPSD County: 39 CPSD District: 75499
 Site Key: 204487 Building Key:
 OSA Number: Serial Number:

Year Built: 2002 Evaluation Date: 08/31/2021
 No. of Stories: 1 Total Square Feet: 1,920
 Height: 12 Fire Protection Class: 1
 Occupancy: SPC SCHOOL - PORTABLE CLASSROOM
 Construction: D WOOD Flood Zone:
 Condition: A AVERAGE
 GPS Latitude: 37.757075 GPS Longitude: -121.448226

Vacant: NO Plumbing Date: //
 Basement: NO Heating Date: //
 Elevator: NO Wiring Date: //
 Swimming Pool: NO Roofing Date: //
 Improvements: NO Retrofit Date: //



Monthly Facility Use Fee: \$1,641.40

GENERAL BUILDING CHARACTERISTICS

Exterior Wall: WD
 Roof Construction: WDJ
 Roof Covering: M
 Interior Wall: DW
 Ceiling: DW
 Floor: CA,VT
 Foundation: W
 Security/Fire Protection: AL,EX,SD

BUILDING SERVICES

Electrical: CB
 Plumbing: L
 Heating: HP
 Air Conditioning:

NOTES

EXHIBIT "B" **PROGRAM**

The Program provided by Facility User under the Facility Use Agreement between Facility User and District (the "Agreement") shall be subject to the following terms and conditions:

- a. Facility User may provide a before- and after-school childcare program for school-age children, grades TK-5th, ages 3 to 13 years old, along with administrative functions directly related to the Program in the Facilities, in accordance with the terms of the Agreement.
- b. Facility User shall provide to District the Program's calendar for the school year on July 1 of each year during the Term of this Agreement. During the regular school year, Facility User's Program may operate from 6:00 a.m. to 8:00 a.m. before-school, and 2:30 p.m. to 6:00 p.m. after-school, Monday through Friday. Facility User's Program may operate on non-school days, Monday through Friday, with times of operation provided to District in writing.
- c. District reserves the right to modify the Facility User's scheduled use with at least ten (10) working days written notice to Facility User in advance of a scheduled use should the Facilities become unavailable for Facility User's use due to educational or recreational programs or activities of the District or School Site or for necessary improvements, repairs or maintenance of the Facilities, within the sole discretion of the District. Facility User acknowledges and agrees that such District or School Site activities have priority use of the Facilities over Facility User and its Program. Closure of the Facilities due to an emergency may occur without any advance notice.
- d. In no event shall the number of enrolled students plus staff exceed the maximum occupancy set by the fire marshal for the Facilities, nor shall enrollment exceed the maximum capacity permitted under Facility User's license for its Program issued by California Department of Social Services or other governmental agencies. Any additional activities shall only be permitted with the prior express written approval and consent of District.
- e. Facility User's Program shall be properly registered and licensed to provide child care services with and by the State of California, and any other governmental agency required by law, and Facility User's use of the Facilities to offer its Program shall comply with the terms of the Agreement, all District Policies, rules and regulations, and any regulation, order, law, statute, or ordinance of a governmental agency having jurisdiction over Facility User's use of the Facilities.
- f. Facility User agrees that it will operate and manage the Facilities, Program, and services offered in a competent, safe, sanitary and efficient manner at least comparable to other well-managed operations of a similar type. Facility User shall comply with all legal obligations, as well as all local, City, State, and Federal laws and regulations, in operating the Program. Facility User represents that it is qualified to administer and operate the Program. Facility User shall be solely responsible for all aspects of the operation of the Program, including the enrollment of students, the recruitment, employment, and training of employees, the payment of employment, income, sales, and property taxes as required, and the collection of fees. Facility User shall develop and observe security measures to protect children enrolled in the Program or otherwise on the Facilities, including but not limited to emergency contact information, sign-in/sign-out procedures, and a visitor sign-in log, and otherwise as required by license and law. Facility User shall have a current Emergency/Disaster Response Plan consistent with applicable law and District policy and regulations to be updated annually by June 30 and provide District a copy of said plan.

- g. Facility User 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 Facility User's activities in the Facilities. Facility User shall at all times retain active, qualified, competent, and experienced personnel to supervise Facility User's operation and to represent and act for Facility User. Facility User shall require its personnel to be properly dressed, clean, courteous, efficient, and neat in appearance at all times. Facility User shall not allow any person(s) in or about the Facilities or School Sites to use offensive language and/or act in a boisterous or otherwise improper manner. Facility User shall maintain a close check over Facility User's personnel to ensure the maintenance of a high standard of service to the public. Facility User shall replace any employee whose conduct is detrimental to the best interests of the public. Such employee shall be replaced pursuant to the following standards:
- i) If, in the reasonable judgment of District, Facility User's employee(s) represent an immediate threat to the health, welfare or safety of the children of the District, District's students, staff, or the public, or if Facility User's employee(s) acts or omissions violate applicable laws, codes, rules, regulations, or ordinances, or otherwise subject or expose District to liability to others, Facility User shall replace the employee(s) immediately and shall not employ said employee(s) with the Program or in the Facilities and/or on School Sites which is the subject of the Agreement.
 - ii) If Facility User's employee(s) engage in conduct or behavior which interferes with the educational program or activities of the District on the School Sites, unduly disrupts the residents of the surrounding neighborhood, or otherwise is detrimental to the best interest of the public, District may provide Facility User with a written statement of complaint describing the conduct or behavior complained of and the corrective action required to resolve the complaint. If, in the reasonable judgment of District, the complaint has not been satisfactorily resolved within thirty (30) days of receipt by Facility User, the employee shall be replaced immediately and shall not be employed with the Program or on the School Sites which are the subject of the Agreement.

EXHIBIT "C"
CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

I, the undersigned, certify to the Board of Trustees of the **Tracy Unified School District** ("District") that I am familiar with the facts herein certified, I am a representative of **Catalyst Family, Inc., a California nonprofit public benefit corporation D/B/A Catalyst Kids** ("Facility User"), and I am duly authorized and qualified to execute this certificate on behalf of Facility User. I certify that Facility User has taken the following action with respect to the Facility Use Agreement ("Agreement"):

One of the boxes below must be checked with regard to Facility User and Facility User's personnel (officers, principals, paid or unpaid employees, staff, agents, representatives, volunteers, consultants, contractors, vendors, subconsultants, and subcontractors of Facility User who will enter the Facilities and/or School Sites) ("Facility User's Personnel") and the arrangements verified by an authorized representative of District.

- Facility User, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Facility User's Personnel who may have contact with District pupils not under the immediate supervision of a pupil's parent, guardian, or District employee during the Term of the Agreement (including any renewed term), and the California Department of Justice has determined (A) that none of Facility User's Personnel have been convicted of a felony, as that term is defined in Education Code section 45122.1, and/or (B) that the prohibition does not apply to Facility User's Personnel as provided by Education Code section 45125.1(e)(2) or (3). When Facility User performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. **A complete and accurate list of Facility User's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. Facility User's Personnel shall not enter the Facilities or School Sites until the DOJ ascertains that that individual has not been convicted of a felony as defined in Government Code section 45122.1.**

Facility User's responsibility for background clearance extends to all of its employees, staff, volunteers, agents, representatives, and officers and all of its vendor's, consultant's, contractor's, subconsultant's, and subcontractor's employees, staff, volunteers, agents, representatives, and officers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of Facility User.

By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Facility User's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all Facility User's Personnel throughout the Term of the Agreement.

A list of Facility User's Personnel is provided below.

List of Facility User's Personnel

- Name/Company: _____
- Name/Company: _____
- Name/Company: _____
- Name/Company: _____
- Name/Company: _____
- Name/Company: _____
- Name/Company: _____
- Name/Company: _____
- Name/Company: _____
- Name/Company: _____
- Name/Company: _____
- Name/Company: _____
- Name/Company: _____
- Name/Company: _____
- Name/Company: _____

If further space is required for the list of personnel, attach additional copies of this page.

By: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____