FIRST AMENDMENT TO LICENSE AGREEMENT
BETWEEN
TRACY UNIFIED SCHOOL DISTRICT
AND
CATALYST FAMILY, INC.

(VILLALOVOZ ELEMENTARY SCHOOL)

This FIRST AMENDMENT TO LICENSE AGREEMENT ("First Amendment") is made July 1, 2025 ("Effective Date"), by and between 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, F/K/A Continuing Development Incorporated ("Licensee"), herein each referred to as a "Party," and together as the "Parties."

RECITALS

WHEREAS, District entered into an agreement with Licensee that granted a license to Licensee for its use of the District's land for the installation of one (1) modular classroom building and the operation of Licensee's extended day/student childcare program ("Program") on District's real property known as Villalovoz Elementary School, located at 1550 Cypress Drive in Tracy, California ("District Site"), with an initial term beginning on July 1, 2015, and ending on June 30, 2020 ("License Agreement")(attached hereto as Exhibit "A"); and

WHEREAS, Licensee represents that it was formerly named as "Continuing Development Incorporated" and in or around 2020, Licensee informed the District that it changed its name to "Catalyst Family, Inc."; and

WHEREAS, following the expiration of the initial term of the License Agreement on June 30, 2020, the Parties mutually agreed to renew the License Agreement on an annual basis, pursuant to the same terms and conditions stated therein; and

WHEREAS, the Parties desire that Licensee continue to operate its Program at the District Site in Licensee's one (1) modular classroom building, depicted and described in the attached Exhibit "B" ("Modular Classroom Building"); and

WHEREAS, the Parties wish to renew the License Agreement for Licensee's operation of its Program in the Modular Classroom Building at the District Site, subject to the terms and conditions stated herein.

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

AMENDMENT

A. Restatement of Agreement and Incorporation by Reference. Except as otherwise specified herein, all definitions, terms, and conditions of the License Agreement, attached hereto as Exhibit "A," are hereby continued in full and shall be incorporated by reference in this First Amendment, as though fully set forth herein.

B. Licensee. All references to "Continuing Development Incorporated" and "CDI" in the License Agreement shall mean and refer to Catalyst Family, Inc., a California nonprofit

public benefit corporation doing business as Catalyst Kids, with its corporate office located at 350 Woodview Avenue, Suite 100, Morgan Hill, CA 95037 ("Licensee").

C. Renewal. The Parties hereby agree to renew the License Agreement as of the Effective Date of this First Amendment, through June 30, 2027, subject to approval of this First Amendment by the District's Board of Education, and unless this License Agreement is earlier terminated.

D. License Fee. For and in consideration of the use of the land on District's Site, Licensee agrees to pay District an annual license fee in the total amount of Two Thousand Four Hundred and/100 Dollars ($2,400.00)("License Fee"), payable to District in equal quarterly payments, with the first payment due and payable on July 1, 2025.

The License Fee shall be adjusted annually, beginning on July 1, 2026, 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 License Fee shall be no less than three percent (3%) and the maximum annual increase shall be no greater than six percent (6%).

District will notify Licensee of the adjusted annual License Fee, to be calculated as provided by this Section, by June 15 of each year. Increases in the annual License Fee shall not require an amendment to the License Agreement.

E. Restoration of Premises. The Parties acknowledge and agree that the License Agreement requires Licensee to remove Licensee's Modular Classroom Building that is located on the District's Site and depicted in Exhibit "B" and restore the premises at the District Site to its original condition as it existed prior to installation, ordinary wear and tear excepted. The Parties agree that District may elect to purchase Licensee's Modular Classroom Building pursuant to a Purchase and Sale Agreement to be mutually agreed to by the Parties. In the event that the Parties successfully negotiate a Purchase and Sale Agreement that is approved by the Parties' respective governing boards, Licensee shall leave the Modular Classroom Building in its place upon the expiration or earlier termination of the License Agreement.

In the event that the Parties do not reach an agreement on the District's purchase of Licensee's Modular Classroom Building, Licensee shall be responsible for removing the Modular Classroom Building, and restoring the premises at the District Site to its original condition as it existed prior to installation, ordinary wear and tear excepted, within twelve (12) months following the expiration or earlier termination of the License Agreement, at its sole cost and expense. Work performed or caused to be performed by Licensee to remove Licensee's Property from District's Sites and restore the premises shall be preapproved by District so as to not interfere with or interrupt normal school operations on the District's Sites. Licensee shall repair any damage to the premises caused by said removal and restore premises to good condition, less ordinary wear and tear.

Unless the Parties enter into a separate agreement whereunder Licensee may continue to use or occupy the Modular Classroom Building, Licensee shall vacate the District Site and timely remove its personal property, equipment or chattels (collectively, "Licensee's Equipment") upon expiration or earlier termination of the License Agreement. In the event that Licensee

fails to timely remove Licensee's Equipment, District, upon fifteen (15) days written notice, may, without liability on the part of District to Licensee or any person or entity claiming under Licensee, either (1) accept ownership of Licensee's Equipment at no cost to the District, or (2) remove and/or dispose of Licensee's Equipment at Licensee's sole cost. In the event that the District chooses to accept ownership of Licensee's Equipment, Licensee shall execute any necessary documents to effectuate the change in ownership of Licensee's Equipment to District. In the event that the District removes and/or disposes of Licensee's Equipment, Licensee shall pay all costs for the removal and/or disposal of Licensee's Equipment within thirty (30) days of receipt of an invoice.

F. Program Staffing and Background Verification. Licensee represents that it is duly authorized to administer and operate its Program, and at District request, Licensee shall provide copies of relevant license(s), permit(s), accreditation(s), and/or certification(s) to District. Licensee 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 Licensee's use of the Modular Classroom Building and its Program, including without limitation, use permits, California Department of Social Services licensing, and compliance with the California Environmental Quality Act ("CEQA").

Licensee shall be solely responsible for the administration and operation of its Program, including the hiring of all employees. Licensee 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 Licensee's operation and administration of its Program and activities in the Modular Classroom Building and on District's Site. Upon execution of this First Amendment by Licensee, Licensee 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 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. Licensee 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 activity at the District's Site. Licensee shall not allow any person for whom the District has not received satisfactory written verification of compliance to enter the District Site for any purpose related to or arising out of the License Agreement at any time that District pupils may be present or otherwise have contact with District pupils.

G. Tuberculosis Risk Assessment/Testing and Immunizations. Licensee 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. Licensee shall also comply with the licensing requirements of California Health & Safety Code section 1596.7995 by requiring that all of Licensee's employees and employees of its subcontractors be immunized against measles, pertussis, and influenza, unless the individual presents a valid medical exemption. Licensee shall maintain written documentation that all employees have satisfied this requirement and shall make such records available, upon request of the District. Licensee further agrees to comply with all applicable federal, state, and local regulations and laws regulating child immunization

requirements and Licensee's admittance of children in child care or preschool programs, including California Health & Safety Code section 120325, et seq.

H. Indemnification/Hold Harmless. To the fullest extent permitted by California law, Licensee shall indemnify and hold harmless District, its Board of Education and members of the Board of Education, agents, representatives, officers, consultants, employees, trustees, and volunteers (collectively the "District Indemnified Parties") from any and all third-party claims (including losses, liabilities, claims, suits, damages, expenses, costs, recourses, penalties, fines, liabilities, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs), directly or indirectly arising out of, connected with, or resulting from the performance of the License Agreement and any renewals thereof, Licensee's use of or presence in, on, or about the premises or District's Site, or from any activity, work, or thing done, permitted, or suffered by Licensee, its employees, volunteers, participants, partners, officers, students, clients, members, agents, contractors, customers, guests, attendees, invitees, staff, representatives, servants, concessionaires, invitees, or visitors in conjunction with the performance of the License Agreement and any renewals thereof, including, but not limited to, personal or bodily injuries, death, property damage, theft or loss, or any non-compliance with any federal, state, or local laws, orders or regulations, unless caused wholly by the sole negligence or willful misconduct of the District Indemnified Parties.

I. Insurance.

1. Commercial General Liability Insurance. Licensee shall 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 Licensee'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. Licensee 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.

2. Automobile Insurance. Licensee shall maintain in force a comprehensive auto liability policy naming District, the District's Board of Education, employees, and agents, at Licensee'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. Licensee 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.

3. Workers' Compensation and Employer's Liability Insurance. Licensee shall comply with all provisions of law applicable to Licensee 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 Licensee's occupancy of the Facilities, Licensee 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.

4. Sexual Molestation and Abuse Insurance. Licensee shall 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 Licensee'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. Licensee 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.

5. Property Insurance. Licensee acknowledges and understands that the insurance to be maintained by District on the Facilities will not insure any of Licensee's Equipment. Accordingly, Licensee shall, at its own expense, maintain in full force and effect an insurance policy on all of Licensee'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.

6. Other. If the Licensee 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 Licensee. 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. Licensee 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 Licensee, self-insured retentions must be declared to and approved by the District. At the option District, either: (i) the Licensee 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) Licensee 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.

J. Notice. Any notice required or permitted to be given by the License 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, 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: SDumars@catalystfamily.org

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 given by certified or registered mail shall be effective five (5) days after deposit in the United States mail.

K. General Provisions.

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

2. Conflict. In case of any inconsistency between this First Amendment and the License Agreement, the terms of this First Amendment shall be controlling.

3. Governing Law. This First Amendment and the License Agreement shall be governed by, and construed 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 First Amendment or the License Agreement shall be maintained in the County of San Joaquin, California.

4. Severability. If any term, condition or provision of this First Amendment or the License Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

5. Counterparts. This First Amendment may be executed in counterparts, whether electronically, via scanned PDF or facsimile, or via wet ink, and all counterparts together shall be construed as one document.

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

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the date indicated below.

TRACY UNIFIED SCHOOL DISTRICT	**CATALYST FAMILY, INC.** D/B/A Catalyst Kids
Date: _____	Date: _____
By: _____	By: _____
Title: _____	Title: _____

EXHIBIT "A"

LICENSE AGREEMENT

TRACY
UNIFIED SCHOOL DISTRICT

Contract No: 2010-1-D
Eff. 7-1-2015 to 6-30-2020
Page 1 of 5
Supplier: Continuing Development Incorporated
Project: Extended Day/Student Care

ACCEPTANCE SHALL BE INDICATED BY
SIGNING AND RETURNING DUPLICATE TO:

Continuing Development Incorporated
20 Great Oaks Blvd. Ste. 200
San Jose, CA 95119
Attn: Facilities Dept.

Tracy Unified School District
MM&O Office
1875 W. Lowell Avenue
Tracy, CA 95376
Attn.: Cindy Everhart

This is an agreement between the Tracy Unified School District (hereinafter referred to as District) and Continuing Development Incorporated (hereinafter referred to as CDI) relating to use of District real property for child care programs.

It is agreed between the parties as follows:

License to Use Land – District shall grant CDI a license to use seven modular structures on District property; one at: Villalovoz Elementary School, 1550 Cypress Drive, Tracy, CA.

The buildings will be used to provide child care services Monday through Friday, 6:00 a.m. to 6:30 p.m., a twelve month schedule, with occasional evening/weekend use for program-related purposes. CDI shall use the District-approved and Division of State Architect (DSA) approved structure.

Term and Option – The license shall terminate on June 30, 2020, 60 days prior to this date, the District will notify CDI of any intention to renew the contract. If this event occurs, CDI would then have 60 days to submit a new proposal for continuance.

Renewal of Contract

Initial Renewal Contract Term: July 1, 2015 through June 30, 2020.

Pursuant to approval by the District's Board of Education, it is anticipated the contract renewal shall be for five (5) years.

The District shall provide the Contractor with sixty (60) days notice of its intent to renew. Any renewal shall be on the same terms and conditions as the original agreement except for any authorized price adjustments.

Installation – CDI shall pay for all costs of the installation of the portable buildings, including any site preparation charges and connection of utilities. The placement of the building shall be per the site plans referenced under Exhibit 1 and 2.

Compliance with Law – Any portable buildings installed by CDI on District property shall meet all applicable structural, safety, health, equipment, and related conditions as applicable to child care and after-school care facilities. Additionally, CDI agrees to conform to all laws, orders, permits or any municipal, state, or federal board or authority, present or future, in any way relating to the condition, use, or occupancy of the premises throughout the entire term of this Agreement and any extensions thereof. CDI will provide copies of all permits and annual inspection records to the District.

Utilities – CDI is to provide for its own metered electric service and shall reimburse District monthly. All costs associated with water, garbage, and trash disposal related to the portable buildings shall be provided and paid for by CDI. CDI shall provide its own telephone service and shall be responsible for custodial and maintenance service. The district reserves the right to request documentation regarding any of the above mentioned information at any time or for any reason.

Maintenance – CDI agrees to perform daily custodial maintenance and repair work as may be necessary to the grounds and classroom to maintain them to mutually acceptable standards.

Major Maintenance –Maintenance for the purposes of repair or replacement due to negligence or malicious mischief shall be at CDI's expense. District shall provide maintenance services and charge CDI for such repairs unless mutually agreed that CDI can provide repairs acceptable to District.

Access to Facilities – CDI officers, agents, employees, licensees, clients, and invitees shall have all rights of ingress and egress to and from the above facilities over such other portions of District's property as District deems necessary for the use of the facilities.

Use of Other District Facilities – District agrees that CDI may make reasonable use of outdoor playground equipment and playground areas at Villalovoz Elementary School and Freiler School which are subject to approval by the principals of each site respectively. Such use shall not interfere with normal school operations or the traditional use of the playground equipment and playground areas by community youth sports groups. District also agrees to distribute publicity material to all children in the schools that is reasonably required by CDI in order to help insure maximum enrollment.

Playground Equipment and Playground Area Enhancements – CDI agrees to **permission with** District before making any changes to existing playground equipment and playground areas. District reserves the right to modify, change, or cancel part or whole of the plans.

Damage to Premises – CDI shall pay District for the repair or replacement of any property or facilities of District which shall be lost, damaged, or stolen as the result of CDI's use of District's premises, with the exception of normal wear and tear to premises.

Trade Fixtures – CDI agrees that any trade fixture installed upon the exterior of any structure located on District property shall be subject to prior approval by the District.

Insurance – CDI shall at its own cost and expense maintain and keep in force during the term of the Agreement comprehensive broad form general public liability insurance against all claims and liability for personal injury, death, or property insurance arising out of the use of buildings and property of the District. Such insurance shall provide coverage in a single limit of not less than One Million Dollars ($1,000,000.00) per occurrence with an aggregate limit of Three Million Dollars ($3,000,000.00). Said insurance shall name the District, its officers and employees, as additional insured. The policy or policies shall prove that the insurance thus afforded District shall be excess and shall not be called upon to contribute until limits of the policy or policies procured by CDI are exhausted. A certificate of such insurance shall be delivered to the District within thirty (30) days of the execution of this Agreement and shall provide that District shall be notified in writing no less than thirty (30) days in advance of cancellations of said insurance. In addition, CDI shall provide Workers' Compensation Insurance as required by the State of California.

Hold Harmless – CDI shall hold the District, its officers, agents, and employees harmless against any and all expense and liability, including attorney's fees and costs, for damage to property or injury or death of any person or persons in connection with or arising out of CDI's activities, use of occupancy of the buildings specified in this Agreement or any act of negligence of CDI, its agents or employees on or about the buildings.

Covenants and Agreements – CDI and District hereby further covenant and agree to keep and perform and be bound by the covenants and agreements hereinbefore set forth to be kept and performed by them respectively.

Early Termination of Agreement – Both parties agree that either may terminate this Agreement by providing written notice to the other party six (6) months in advance of the proposed termination date. District retains the right to terminate the Agreement should CDI be in default of any provision of the Agreement. District agrees that in the event of default, District shall provide written notice to CDI regarding the area of concern, identify the particular section of the Agreement District believes to have been violated, and allow CDI thirty (30) days to correct the violation. Should the violation not be corrected to the satisfaction of the District, then the District will file a written notice of default including a thirty (30) day notice of termination.

Default – The occurrence of any of the following shall constitute a default by CDI:

a. Failure to pay administrative fee when due: if CDI fails to pay the administrative fee due under the clause **Administrative Fee** on or before the fifteenth (15^{th}) of each quarterly month.

b. Abandonment and vacation of the premises (failure to occupy and operate the premises for fifteen (15) consecutive days shall be deemed an abandonment and vacation).

c. Failure to perform any other provision of this Agreement if the failure to perform is not cured within thirty (30) days after notice has been given to CDI.

If CDI commits a default, District shall have the right to terminate this Agreement pursuant to clause **Early Termination of Agreement**, in addition to any and all remedies allowed by law, including those remedies provided by California Civil Code Section 19512.

Restoration of Premises – Upon termination of this Agreement, including any extensions thereof, CDI agrees to remove the additional portable buildings and to restore the premises to the conditions as they existed prior to installation. District reserves the right to amend or discontinue sections of the contract in part or whole. CDI must obtain written authorization from District's representative before proceeding. Written authorization can be in the form of a letter, memorandum, e-mail or fax.

Administrative Fee – A $2,400.00 annual fee per portable site shall be provided to the District with equal quarterly payments with the first payment being payable on the first calendar work day of the school year for administrative oversight and coordination with site administration.

All payments should reference the Agreement No. 2010-1-D and be mailed to the District's representative.

Representative – District's Representative is Cindy Everhart, Facility Use Department, or such other persons as may be designated in writing by District from time to time. CDI's Representative is Cindy Nazario, Facilities Administration, or such other person as may be designated in writing by CDI from time to time.

Notices – Any notice or demand under the terms of this Agreement or under any statute must or may be given or made by CDI or District shall be in writing and shall be given or made by a letter, memorandum, e-mail or fax and addressed to the respective parties as follows:

To District:	Tracy Unified School District Attn: Cindy Everhart 1875 W. Lowell Avenue Tracy, CA 95376
To CDI:	Continuing Development Incorporated Attn: Cindy Nazario 20 Great Oaks Blvd., Suite 200 San Jose, CA 95119 cnazario@cdicdc.org

Such notice or demand shall be deemed to have been given or made when sent by a letter, memorandum, e-mail or fax.

Entire Agreement – This Agreement constitutes the entire agreement between CDI and District relating to the subject matter hereof and shall not be modified or rescinded in any manner except by an amendment executed by both parties. Other than as expressly provided herein, both CDI and District agree that no prior or contemporaneous oral representations form a part of their agreement. Additional or different terms inserted in this Agreement by CDI, or deletions thereto, whether by alterations, addenda, or otherwise, shall be of no force and effect, unless expressly consented to by District in writing. Estimates and forecasts furnished by District shall not constitute commitments. The provisions of this Agreement supersede all contemporaneous oral agreements and all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures:

TRACY UNIFIED SCHOOL DISTRICT

By: _____

Date: 8/13/15

CONTINUING DEVELOPMENT INCORPORATED

By: _____

Date: 7/31/15

EXHIBIT "B"

MODULAR CLASSROOM BUILDING

Entity:	001	TRACY UNIFIED SCHOOL DISTRICT
Site:	021	VILLALOVOZ ELEMENTARY SCHOOL
Building:	004	PORTABLE CLASSROOMS 20-21
		1550 CYPRESS DRIVE
		TRACY, CA 95376

CPSD County:	39	**CPSD District:**	75499
Site Key:	204491	**Building Key:**	447115
OSA Number:		**Serial Number:**	6-99DH9927.4A-
Year Built:	1999	**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:	37.732622	**GPS Longitude:**	-121.445132

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



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:	

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 Education 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 corporation D/B/A Catalyst Kids** ("Licensee"), and I am duly authorized and qualified to execute this certificate on behalf of Licensee. I certify that Licensee has taken the following action with respect to the License Agreement ("Agreement"):

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

☐ Licensee, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Licensee'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 Licensee'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 Licensee's Personnel as provided by Education Code section 45125.1(e)(2) or (3). When Licensee 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 Licensee's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. Licensee's Personnel shall not enter the Modular Classroom Building or District's Site until the DOJ ascertains that that individual has not been convicted of a felony as defined in Government Code section 45122.1.**

Licensee'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 Licensee.

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

A list of Licensee's Personnel is provided below.

List of Licensee'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: _____