



"OUR CHILDREN – OUR FUTURE"

Ravenswood City School District
ADMINISTRATIVE OFFICE

2120 Euclid Avenue, East Palo Alto, California 94303
(650) 329-2800 Fax (650) 323-1072

Board Members:

Ana Maria Pulido, President
Sharifa Wilson, Vice President
Marielena Gaona-Mendoza, Clerk
Dr. Charlie M. Knight, Member
Marcelino López, Member

Dr. Gloria M. Hernández-Goff
Superintendent

Inter-Department Correspondence
Business Services Office

Date: June 21, 2018

Board Meeting Date: June 28, 2018

Vote required: Majority

To: Honorable Board of Trustees

From: Dr. Gloria Hernandez-Goff, Superintendent

Subject: Consideration to Approve the Second Amendment to the Property Lease with The Primary School

Quick Summary/Abstract:

The District and the Primary School entered into a Lease to lease three (3) classrooms and administrative space totaling approximately three thousand (3,000) square feet (the "Lease"), which are part of the Ravenswood Child Development Center property located at 951 O'Connor Street, East Palo Alto, California ("CDC") in January 2016.

For 2018-2019, the School hereby leases the following three (3) classrooms in addition to the three that are being leased at the time this amendment is made: Rooms 1, 2, & 7 at the former CDC site.

For 2019-2020, the School hereby leases the following one (1) classroom in addition to the three that are being leased at the time this amendment is made: Room 7 at the former CDC site.

The District and the Primary School wish to specify that the term of the Lease, the First Amendment, and this Second Amendment shall run until June 30, 2020.

Rationale:

To account for anticipated growth, The Primary School wishes to amend the Lease to permit The Primary School to use three (3) additional classrooms, for 2018-19 (a total of six classrooms), and to permit The Primary School to use a total of four classrooms in 2019-20.

Fiscal Impact:

Rent shall be:

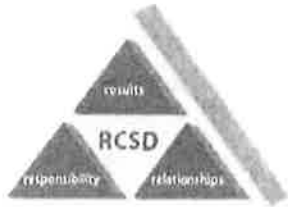
- Twenty Thousand Dollars (\$20,000) per month for the for total six (6) classrooms in 2018-19.
- Thirteen Thousand Three Hundred Thirty Three Dollars (\$13,333) per month for the for total four (4) classrooms in 2019-20.

Recommendation:

It is recommended that the Board of Trustees approve the Second Amendment to the Property Lease with The Primary School.

APPROVED JUN 28 2018

Board Approved: _____



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Superintendent

SECOND AMENDMENT TO PROPERTY LEASE

This SECOND AMENDMENT TO PROPERTY LEASE ("Second Amendment") is made this 1st day of July, 2018 ("Effective Date"), by and between the RAVENSWOOD CITY SCHOOL DISTRICT ("District"), a political subdivision of the State of California, and THE PRIMARY SCHOOL, a California nonprofit corporation ("School") (collectively, the "Parties"), with reference to the following facts:

WHEREAS, On January 30, 2016, the District and the School entered into a Lease to lease three classrooms and administrative space totaling approximately three thousand (3,000) square feet (the "Lease"), which are part of the Ravenswood Child Development Center property located at 951 O'Connor Street, East Palo Alto, California ("CDC"); and

WHEREAS, in February 2017 the Parties executed Amendment One (the "First Amendment") to the Lease to specify that School staff, employees, agents, and independent contractors shall not park upon any District property; and

WHEREAS, the Parties wishes to amend the Lease to permit School to use three (3) additional classrooms, for 2018-19 (a total of six classrooms), and to permit School to use a total of four classrooms in 2019-20; and

WHEREAS, the Lease currently calls for rent of Ten Thousand Dollars (\$10,000) per month for the existing three (3) classrooms, and the Parties wish to adjust this rent to account for the additional classrooms in 2018-19 and 2019-20. Specifically, the Parties wish the rent to be \$20,000 per month in 2018-19 and \$13,333 per month for 2019-20; and

WHEREAS, the Parties wish to specify that the term of the Lease, the First Amendment, and this Second Amendment shall run until June 30, 2020.

NOW, THEREFORE, in consideration of the foregoing Recitals, and mutual promises and covenants of the Parties contained in this Second Amendment, and in exchange for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. Lease of Additional Classrooms

For 2018-2019, the School hereby leases the following three (3) classrooms in addition to the three that are being leased at the time this amendment is made: Rooms 1, 2, & 7 at the former CDC site.

For 2019-2020, the School hereby leases the following one (1) classroom in addition to the three that are being leased at the time this amendment is made: Room 7 at the former CDC site.

2. Rent

Rent shall be:

- Twenty Thousand Dollars (\$20,000) per month for the for total six (6) classrooms in 2018-19.
- Thirteen Thousand Three Hundred Thirty Three Dollars (\$13,333) per month for the for total four (4) classrooms in 2019-20.

3. Term

The term of the Lease, the First Amendment, and this Second Amendment shall be from July 1, 2018 through June 30, 2020.

4. Continuing Effect

Except as specifically modified by this Second Amendment, all of the terms and conditions set forth in the Lease and Amendment One shall remain in full force and effect, and shall apply to the activities covered by this Second Amendment. In the event of a conflict between this Second Amendment and the Lease, the terms and conditions of the Lease shall control.

5. Counterparts.

This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

6. Authority to Execute Amendment.

The Parties each warrant that they have the authority to execute this Amendment and that all actions have occurred, and all necessary approvals or consents have been obtained to allow each party to enter into this Amendment.

7. Effective Date.

This Amendment shall be approved by the Ravenswood City School District Board of Education prior to execution and shall be effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the Effective Date set forth above.

RAVENSWOOD CITY SCHOOL DISTRICT

THE PRIMARY SCHOOL,
a California nonprofit corporation

By:

By:

Dr. Gloria M. Hernandez-Goff

Name:

Dr. Gloria M. Hernandez-Goff

Title:

Superintendent

Date:

June 29, 2018

Meredith L. Li

Name:

Meredith L. Li

Title:

COO + President

Date:

7/1/18