

## AGREEMENT FOR USE OF CLASSROOM FACILITIES

This AGREEMENT FOR USE OF CLASSROOM FACILITIES ("Agreement") is between SAN MATEO-FOSTER CITY SCHOOL DISTRICT ("SMFCSD") and INSTITUTE FOR HUMAN AND SOCIAL DEVELOPMENT, INC. ("IHSD") (collectively, "the Parties") for use by IHSD of classroom facilities at SMFCSD's Parkside Elementary School, located at 1685 Eisenhower St., San Mateo, CA 94403, to conduct a Head Start child development program ("PARKSIDE HEAD START").

### TERMS AND CONDITIONS

1. Term. The term of this Agreement shall be for five (5) years from **June 27, 2019 to June 26, 2024** unless terminated earlier as provided below.
2. Permission to Use Facilities. In consideration for the rent payment stated in paragraph 3 (below) SMFCSD grants to IHSD an exclusive license to use the classroom commonly known as "Parkside Elementary School Room 7". In addition, IHSD shall have an exclusive license to use 50% of the area of the exterior storage unit located outside Classroom 7 currently used by Parkside Montessori Preschool Program. Together, these areas are referred to herein as "the Facilities."
3. Rent. IHSD shall pay SMFCSD a monthly rent of nine hundred and sixty dollars (\$960.00), due and payable by the 5<sup>th</sup> day of each month in consideration for use of the Facilities. The initial Annual Rent will be eleven thousand five hundred and twenty dollars (\$11,520.00) for the first year of this Agreement. The Annual Rent for the five-year term of this Agreement will increase by 3% annually following the first year. For Year 2, the Annual Rent will increase 3% over Year 1's rent to \$11,865.60. For example, the monthly rent from July 1, 2020 through June 30, 2021 shall be nine hundred and eighty-eight dollars and eighty cents (\$988.80).
4. Security Deposit. Upon execution of this Agreement, IHSD will have deposited with SMFCSD one thousand nine hundred and twenty dollars (\$1,920.00) comprised of a first month rent deposit (\$960.00) and a last month rent deposit (\$960.00) hereafter referred to as "Security Deposit". SMFCSD shall return or credit balance of the Security Deposit to IHSD within thirty (30) days after termination of this Agreement and upon IHSD's surrender of the Facilities in compliance with all terms of this Agreement.
5. Maintenance. IHSD, at its cost, shall maintain the Facilities in a good condition as is consistent with the condition of the Facilities at the time of delivery. IHSD acknowledges that the Facilities are leased in "as is" condition. SMFCSD shall keep and maintain the structural elements of the Facilities in a condition existing at the time IHSD takes possession of the Facilities excepting normal wear, tear and damage by casualty.
6. Utilities. SMFCSD shall pay for utilities including water, gas, electricity, waste pick up, and sewage fees.

7. Access to Facilities. Access to the Facilities when school is in session shall be through Parkside Elementary School's main office. When Parkside Elementary School is not in session, access to the campus and to the Facilities shall be through a single entrance designated by SMFCSD.
8. Head Start preschool classroom hygiene sinks. SMFCSD shall present IHSD with a recommended contractor's proposal to install the sink requested by IHSD in classroom 7. Upon written acceptance of the proposal, IHSD shall be responsible for all costs accepted in the proposal and expenses incurred by SMFCSD for materials and labor to install the requested additional sink inside classroom 7. SMFCSD's Facilities Team will oversee the work to install the sink. IHSD shall pay such costs and expenses related to the installation of the additional sink within ten (10) days of receipt of invoice, and such costs and expenses may include SMFCSD's administrative time and expense to accomplish such work.
9. Use of the Facilities. IHSD shall use the Facilities to conduct a Head Start child development program for approximately forty (40) preschool children. The Facilities may be used for the following activities: Permittee shall be allowed to use the Facilities to provide childcare and development services to children from infancy until entry into transitional kindergarten or kindergarten, and related purposes, as well as administrative, general office, and other legal uses. Permittee certifies that to the best of its knowledge, the school property will not be used for the commission of any unlawful act. IHSD shall conduct two half-day Head Start program weekdays, Monday through Friday, between the hours of 7:30 - 11:30 am and 12:30 – 4:30pm. Access to the facilities outside of Monday through Friday will need to be arranged through SMFCSD and may incur an additional cost. The District's facilities and grounds are a community resource, and their use by community groups for purposes provided for in the Civic Center Act, California Education Code sections 38130 et seq., may sometimes be allowed when such use does not interfere with school activities or use of the Facilities by IHSD under this Agreement.
10. Internet and telephone service. IHSD shall be responsible for all costs and arrangements for Internet and telephone services for the Premises, which shall comply with SMFCSD standards and requirements. A district telephone and speaker clock/paging will remain in the room for emergency purposes.
11. Parking. Parking for IHSD personnel and Program parents is limited to street parking outside of the Parkside Elementary School campus. At no time shall IHSD personnel or parents park on the school property or along the Eisenhower Street green curb that is reserved for Foster City Pre School passenger loading or the red curb that is reserved to accommodate school bus loading.
12. Cleaning of the Facilities upon termination. Upon termination of this Agreement and before returning control of the Facilities to SMFCSD, IHSD will clean and restore the Facilities according to the SMFCSD Maintenance and Operations Department requirements, normal wear and tear excepted. A copy of the SMFCSD Maintenance and Operations Department requirements appears as Attachment A and is incorporated by reference.
13. Cleaning of the Facilities annually. IHSD will clean the Facilities annually according to the SMFCSD Maintenance and Operations Department requirements, a copy of which appears as Attachment A and is incorporated by reference.

14. Photos. SMFCSD will take photos of the Facility prior to giving the keys to IHSD. The photos will be attached to this contract as Attachment B.
15. Insurance. IHSD shall provide SMFCSD proof of general liability insurance coverage in the amount of at least one million dollars (\$1,000,000.00), and naming SMFCSD as an additional insured.
16. Indemnification. In the performance of this Agreement, IHSD shall be solely responsible for the acts and omissions of its officers, agents and employees. In the performance of this Agreement, SMFCSD shall be solely responsible for the acts and omissions of its officers, agents and employees. It is the intention of the Parties that in the performance of this Agreement, each shall be solely responsible for the acts and omissions of their respective officers, agents and employees.
17. Early termination. Either party may terminate this Contract upon 180 days prior notice to the other. Upon notice of termination, the Parties will continue to fulfill their duties, responsibilities, and commitments under this Agreement until the effective date of the termination.
18. Entire Agreement. This Agreement supersedes any prior agreements, commitments or understandings, written or oral, between the Parties regarding the subject matter of this Agreement.
19. Surrender of the Facilities. On the last day of the term of this Agreement, or sooner termination of this Agreement, IHSD shall surrender to SMFCSD the Facilities and any then existing improvements in good order, condition and repair, reasonable wear and tear excepted. Said condition shall be like that existing at the commencement date of the Agreement, excepting normal ordinary wear and tear. IHSD shall remove from the Facilities all of IHSD's personal property and any tenant improvements that SMFCSD instructs IHSD to be removed at IHSD's cost. If IHSD fails to leave the Facilities in the condition called for in this section, SMFCSD may, but shall not be required to, enter the Facilities and restore them to such condition at IHSD's cost and expense, including the removal of tenant improvements if such were instructed to be removed by SMFCSD. In such event, SMFCSD may deduct costs and expenses from the Security Deposit and if such Security Deposit is insufficient to cover the costs and expenses, IHSD shall pay such costs and expenses within ten (10) days of receipt of invoice, and such costs and expenses may include SMFCSD's administrative time and expense to accomplish such work.
20. Modification. Any modification of this Agreement is effective only if it is in writing and signed by both Parties.
21. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, the remaining provisions will continue in full force without regard to the provision determined to be invalid or otherwise unenforceable.
22. Governing law. This Agreement shall be interpreted and governed by the laws of the state of California.
23. Restrooms. IHSD staff will use the adult restroom located in the hallway near room 7. IHSD students will use the student restrooms located in room 7.

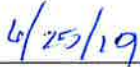
24. Playground Use. IHSD will have access to the kindergarten playground from 9:15-9:45am and 1:30-2:00pm.
25. Dispute Resolution. The Parties agree to meet and attempt in good faith to resolve any disputes between them regarding this Agreement.

The Parties agree to and accept the above Terms and Conditions.

**For San Mateo – Foster City School District**



Sarah Drinkwater, Assistant Superintendent  
Or Carolyn Chow, CBO

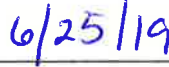


Date

**Institute of Human and Social Development, Inc.**



Angel Barrios  
Executive/Program Director



Date

Karrie Haselton

Principal Child Development: Initials: 





## SAN MATEO-FOSTER CITY SCHOOL DISTRICT

Maintenance & Operations Department | 1410 South Amphlett Boulevard, San Mateo, California 94402 |

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### ATTACHMENT A

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1. Dust and wipe all walls, air vents/registers, air ducts including corners with cobwebs
2. Dust, clean all window seals
3. Clean indoor windows and glass surfaces
4. Clean and dust all whiteboards
5. Remove all unbolted furniture from carpet and hard floor surfaces before cleaning the carpet and stripping hard floors
6. Clean and strip baseboards
7. Remove all gum and tape before completely stripping floor with RSG Demolition stripper
8. Apply four coats of Resource Solutions Group "Perfect 610" floor finish/wax
9. Remove all gum from carpet before you pre-spray carpet with carpet spotter
10. Extract carpet with truck mounted extractor, self- contained brush roller extractor or high pressure box and wand extractor only. No spin bonnet cleaning
11. Move all furniture back into classrooms, offices, etc.
12. Clean and disinfect all sinks, doors, thresholds, door handles, door kick plates and desks with RSG #49 disinfectant cleaner

