

# **SAN MATEO UNION HIGH SCHOOL DISTRICT – SAN MATEO ADULT SCHOOL AGREEMENT FOR DISTRICT ADULT EDUCATION PROGRAMS AT FOSTER CITY RECREATION CENTER**

This agreement is by and between the San Mateo Union High School District – Adult School (District) and City of Foster City.

Whereas, the District provides adult education programs in accordance with Education Code Section 41976 in the Agency facility and the Agency provides and /or coordinates education growth and development programs for such individuals at its facility, the following is hereby agreed:

The District Adult School Director and designee, in consultation with the Agency, may:

1. Schedule classes with adult school teachers conducting District classes at **Foster City Recreation Center**
2. The Adult School will pay Foster City Recreation Center a \$5.00 Administrative Fee for each student enrolled in a class provided by the San Mateo Adult School and held at the Foster City Recreation & Community Centers.
3. San Mateo Adult School - SMUHSD will provide the aforementioned student count to FCRC at the end of each semester. Foster City Parks & Recreation will bill SMAS accordingly.
4. Provide District teachers with District equipment for use in District classes. Such equipment remains as property of the District.

The District, through the Adult School Director, designee or other District officers shall:

1. Be solely responsible for supervision and formal evaluation and discipline of District adult school teachers.
2. Insure the city, its agents, officers, and employees for all injuries or damage arising from District's performance of this agreement.
3. Defend, hold harmless, and indemnify Agency, its officers and employees from any and all claims for injuries and/or damages to persons and/or property which arise out of District's provision of classes.

The City shall:

1. Supply any necessary facilities and equipment used in connection with classes conducted by the District.
2. Insure the District, its agents, officers, and employees for all injuries or damage arising from its performance of this contract.
3. Defend and hold harmless, and indemnify District, its officers, and employees from any and all claims for injuries or damage to persons which arise out of city's provision of classroom space.

Either party may cancel any or all classes offered at the agency for appropriate other reasons not herein mentioned.

Each party warrants that the signatures below are authorized to bind their entity.

The term of this agreement shall be from **7/01/2022 – 6/30/2023** This agreement shall be extended only by written mutual consent of the parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by their duly authorized representatives on the day and year written below.

District: San Mateo Union High School District

Agency: \_\_\_\_\_

Authorized

Authorized

Signature and Date: \_\_\_\_\_  
*Dr. Kevin Skelly, Superintendent SMUHSD*

Signature and Date: \_\_\_\_\_

Signature and Date: \_\_\_\_\_  
*Angela Taylor Director, Adult School*

Print Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_