



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: June 15, 2016

Purpose: Report Only Recognition Discussion/ Possible Action

Presenter(s): Bernadine Martinez, Early Childhood Director

Item Title:

Discussion to approve Lease Agreement with Parent/Child Incorporated (PCI) to continue Head Start services to 3 year old and late 4 year olds.

Description:

Approve the Lease Agreement with Parent/Child Incorporated (PCI) to occupy the Fenfield Center at 324 Fenfield, San Antonio, Bexar County, Texas 78211 which will be utilized to provide Head Start and Early Head Start Program services during the term of July 1, 2016, through January 31, 2020 and any extensions thereafter. The rent charged to PCI by the District will be \$42,000 per year.

District Goal:

Goal 5 We will prioritize district revenues to guide student future choices.

Funding Budget Code and Amount:

CFO Approval

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APPROVAL ROUTE
 Principal/Director:
 Executive Director:
 Chief Administrator:
 Superintendent:

SIGNATURE

DATE
 6/6/16
 6-6-16
 6-7-16
 6-9-2016

STATE OF TEXAS

COUNTY OF BEXAR

LEASE AGREEMENT BETWEEN
SOUTH SAN ANTONIO ISD AND
PARENT/CHILD INCORPORATED
OF SAN ANTONIO & BEXAR
COUNTY

This Lease Agreement is made and entered into this the ____ day of _____, 2016 at San Antonio, Texas by and between the South San Antonio Independent School District, hereinafter "DISTRICT", and Parent/Child Incorporated of San Antonio and Bexar County, hereinafter "PCI", a non-profit Texas corporation.

I.

PURPOSE – THE CENTER

1.01 The purpose of this Agreement is for South San Antonio I.S.D. to lease to Parent/Child Incorporated the Fenfield Center, hereinafter "Center", at 324 Fenfield, San Antonio, and Bexar County, Texas 78211 which will be utilized to provide Head Start and Early Head Start Program services during the term of this Agreement and any extensions thereafter.

II.

TERMS AND RENT

2.1 The term of this Agreement is from July 1, 2016 through January 31, 2020. Revisions, if needed, will be incorporated into the Agreement by way of an amendment to the Agreement, which must be signed by both parties. The rent charged to PCI by the District will be \$42,000 per year.

2.2 PCI shall set up accounts and pay for utilities, alarm systems and general maintenance services as required to operate the child development center. PCI shall pay for all inspections required.

2.3 PCI shall pay for general repairs and maintenance required to get the building and grounds ready for inspection and use as a PCI Child Development Center to include upkeep throughout the agreement term.

2.4 District will pay for major repairs in excess of \$1000 and all capital improvements to the building, i.e., A/C replacement, roof replacement.

2.5 Either party may terminate this Agreement for any reason or no reason with thirty (30) days written notice.

III.

PARENT/CHILD INCORPORATED OBLIGATIONS

3.1 PCI will provide the District with proof of liability insurance which meets the District's Minimum Property at Miscellaneous Locations general liability coverage of \$1,000,000 per occurrence.

3.2 PCI will provide quality, comprehensive Head Start (HS) services as hereinafter required to include Health, Mental Health, Disabilities Services and Family Engagement Program, for no more than 68 3 year olds and late 4 year olds that meet PCI's criteria which is found in Head Start Regulations. Late 4 year olds are those children that turn 4 years of age after September 1.

3.3 PCI will provide year-round quality, comprehensive Early Head Start (EHS) services as hereinafter required to include Health, Mental Health, Disabilities Services and Family Engagement Program, for no more than 24 infants and toddlers that meet PCI's criterion which is found in Head Start Regulations. PCI will enroll the children who no longer meet the age requirement for PCI's EHS program in PCI's HS Program at the Center, should there be vacancies.

3.4 PCI will conduct a complete criminal background check on all employees. The law requires a Federal Bureau of Investigation (FBI) fingerprint check for anyone that is currently required to have a background check in a child day care center. PCI shall provide written certification to the District that all its employees have cleared the required FBI background check.

3.5 PCI agrees to operate the Program five (5) days per week, to include evenings and Saturdays to accommodate parent and staff meetings/training and family engagement events.

3.6 PCI shall provide its own appropriate classroom furnishings, materials and supplies, playground equipment, and office furniture.

3.7 PCI will abide by all local, state and federal regulations relating to PCI's use of the Center. PCI personnel will work collaboratively with District personnel to ensure that coordinated efforts exist between PCI and the District that is in the best interest of the children and families enrolled.

3.8 PCI shall vacate the Center on the last day of the Term, unless otherwise agreed upon by both parties to extend the agreement term.

IV.

SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT OBLIGATIONS

4.1 South San Antonio Independent School District agrees to provide full usage of the Center throughout each year, being that the Early Head Start Program is a year-round program.

4.2 The District agrees to provide full use of the facility and grounds for PCI to provide high quality services as referred to in this lease agreement.

4.3 The District agrees to promote PCI special events to eligible families residing in the District.

4.4 The District personnel will work collaboratively with PCI personnel to ensure that coordinated efforts exist between PCI and the District that is in the best interest of the children and families enrolled.

4.5 Any equipment installed and paid for by PCI with Federal Funds will remain the property of PCI. The District may require that PCI, at the end of the Term and at PCI's expense, remove any physical additions and improvements, repair any alterations, and restore the Center to the condition existing at the commencement date, normal wear excepted.

4.6 The District will allow PCI to have its own sign, and provide keys, passwords and codes for alarm systems, etc.

VI. INDEMNIFICATION

5.01 PCI agrees to indemnify and hold harmless the District, and its officers, agents and employees from any and all lawsuits, claims, actions, losses, damages, claims or liability of any character, type or description, including without limitation, all expenses of litigation, including court costs and attorney's fees, resulting from the injury or death of any person, injury to any property, received or sustained by any person or persons or property, arising out of or occasioned by the intentional misconduct and/or negligent act or acts (whether that negligence is the sole or contributory cause of the injury, death or damage) of PCI, its agents or employees, during the term of this Agreement.

VII.

GENERAL PROVISIONS

6.1 This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement, are performable in Bexar County.

6.2 This Agreement constitutes the sole and only agreement of the parties to the Agreement, and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter of this Agreement.

6.3 The only amendments to this Agreement are listed under Special Conditions; which becomes an integral part of this Agreement and is legal and binding under the terms and conditions herein. No amendment, modification or alteration of this Agreement shall be binding unless it is in writing, dated subsequent to this Agreement and duly executed by the parties to this Agreement.

6.4 No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.


6.5 PCI acknowledges that the Premises to be used by the Program is owned by the District which is a public school district, and that discrimination by PCI, its agents or employees on account of race, color, religion, national origin, sex, or disability is prohibited by law on District property.

EXECUTED IN DUPLICATED ORIGINALS, on this _____ day of _____, 2016

SOUTH SAN ANTONIO INDEPENDENT
SCHOOL DISTRICT
5622 Ray Ellison drive
San Antonio, TX 78242

PARENT/CHILD INCORPORATED (PCI)
OF SAN ANTONIO & BEXAR COUNTY
1223 Brady Boulevard
San Antonio, TX 78207

Dr. Abelardo Saavedra
Superintendent of Schools



Dr. Sharon Small, M.Ed., M.A., Ph.D.
Chief Executive Officer/HS/EHS Dir.

Date



Date


Exhibit "A"
SPECIAL CONDITIONS

- ❖ The South San Antonio Independent School District agrees to permit Parent/Child Incorporated to operate the Center during the summer months.
- ❖ Parent/Child Incorporated will maintain its playground equipment and assigned playground area.
- ❖ All Parent/Child Incorporated purchased office; classroom and playground equipment and materials will remain at all times PCI Head Start/Early Head Start property (inventory) and will be removed upon termination of agreement.
- ❖ Parent/Child Incorporated is utilizing federal grant funds for the yearly use of this facility. If, for any reason, PCI's funds from the governmental sources are terminated or reduced, PCI may terminate this lease within thirty (30) days written notice to the District. PCI shall notify the District within ten (10) days of such notification. If, for any reason, funds from the governmental sources are reduced, PCI may request the terms of this lease be renegotiated based on the regulations of the grant funds provided by the Office of Head Start.

SOUTH SAN ANTONIO INDEPENDENT
SCHOOL DISTRICT

PARENT/CHILD INCORPORATED (PCI)
OF SAN ANTONIO & BEXAR COUNTY

Dr. Abelardo Saavedra
Superintendent of Schools



Dr. Sharon Small, M.Ed., M.A., Ph.D.
Chief Executive Officer/HS/EHS Director

Date



Date