



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: June 20, 2018

Purpose: Presentation/Report Recognition Discussion/ Possible Action

Closed/Executive Session Work Session Discussion Only Consent

From: Lorraine De Leon, Executive Director of Curriculum & Instruction

Item Title: Approve the Memorandum of Understanding between South San Antonio ISD and Parent/Child Incorporated for the use of the Fenfield Facility

Description:

Propose the Fenfield Facility to be used as *The Parent/Child Incorporated Fenfield Environment Resource Center*, focusing on a S.T.E.A.M Lab (science, technology, engineering, arts and math) creating a state of the art environment that is equipped with an abundance of opportunities for young children to experience.

Recommendation:

Approve the Memorandum of Understanding between South San Antonio ISD and Parent/Child Incorporated

District Goal/Strategy:

Strategy 4 We will build partnerships with businesses and the community to promote parental involvement, support opportunities for student success, and increase student attendance and enrollment.

Funding Budget Code and Amount:

CFO Approval

N/A	
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APPROVED BY:

SIGNATURE

DATE

Chief Officer:

Superintendent:

[Handwritten Signature]
[Handwritten Signature] 6-14-2018

State of Texas

County of Bexar

LEASE AGREEMENT

This Lease Agreement (this "Lease") is dated as of July 9, 2018, by and between South San Antonio Independent School District ("Landlord or the District"), and Parent/Child Incorporated of San Antonio and Bexar County ("Tenant or PCI"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant. The purpose of this Agreement is for South San Antonio I.S.D. to lease to Parent/Child Incorporated the Fenfield Facility, 324 Fenfield which will be utilized to provide Head Start Program services during the term of this Agreement and any extensions thereafter. (the "Premises") located at 324 Fenfield, San Antonio, TX 78211.

TERM. The lease term will begin on July 9, 2018 and will terminate on January 31, 2021.

LEASE PAYMENTS. Tenant shall pay to Landlord lease payments of \$1.00, payable in advance, on July 3rd of each year, for a total lease payment of \$3.00. Lease payments shall be made to the Landlord at 5622 Ray Ellison Drive, San Antonio, Texas. The payment address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises for only the following reasons:

1. Tenant will conduct a complete criminal background check and Sex Offender Registry 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. Tenant shall provide written certification to the District that all its employees have cleared the required FBI background check.
2. Tenant agrees to operate the Program five (5) days per week, which may at times include evenings and Saturdays to accommodate parent and staff meetings/training and family engagement events.
3. Tenant shall provide its own appropriate classroom furnishings, materials and supplies, and office furniture.
4. Tenant will abide by all local, state and federal regulations relating to Tenant'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.

5. PCI shall vacate the Center on the last day of the Term, unless otherwise agreed upon by both parties to extend the agreement term. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

PROPERTY INSURANCE. Tenant shall maintain casualty insurance on the Premises in an amount not less than \$1,000,000.00. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$1,000,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

MAINTENANCE. Tenant shall have the responsibility to maintain the Premises in good repair at all times during the term of this Lease.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 30 days' written notice to Tenant that the Premises have been sold.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

South San Antonio Independent School District
5622 Ray Ellison Drive
San Antonio, Texas 78242

TENANT:

Parent/Child Incorporated of San Antonio and Bexar County
7815 Mainland Drive
San Antonio, Texas 78250

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Texas.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement, including the attached Exhibit A, contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:
South San Antonio Independent School District

By: _____
Dr. Abelardo Saavedra,
Superintendent of Schools

Date: June 21, 2018

TENANT:
Parent/Child Incorporated of San Antonio and Bexar County

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

Date: June 21, 2018

Exhibit "A"
SPECIAL CONDITIONS

- The South San Antonio Independent School District agrees to permit Parent/Child Incorporated to operate the Fenfield Facility during the summer months.
- Parent/Child Incorporated will maintain the 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 property (inventory) and will be removed upon termination of agreement. Playground equipment purchased by the District will remain property of the District.
- 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
(PCI) SCHOOL DISTRICT
COUNTY

PARENT/CHILD INCORPORATED
OF SAN ANTONIO & BEXAR

Dr. Abelardo Saavedra
Superintendent of Schools

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

Date: _____

Date: _____