



**STATE PRESCHOOL PROGRAM
DISTRICT CLASSROOM AGREEMENT
AGREEMENT NO. 24/24-0127**

THIS AGREEMENT made and entered into this 4th day of April, 2024, by and between the Office of the San Bernardino County Superintendent of Schools, hereinafter called "**SUPERINTENDENT**", and the Governing Board of Redlands Unified School District, hereinafter called "**DISTRICT**".

R E C I T A L S

WHEREAS, in accordance with provisions of the Education Code of the State of California, the **SUPERINTENDENT** desires to establish and maintain three (3) State Preschool Program as follows:

One (1) morning class and one (1) afternoon class (licensable up to 24 children) at:

Victoria Elementary School 1505 Richardson Street Redlands, CA 92408 Room #PS-1	Lugonia Elementary School 202 Pennsylvania Avenue Redlands, CA. 92374 Room #35	Franklin Elementary School 850 E. Colton Avenue Redlands, CA. 92374 Room # K-1
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NOW, THEREFORE, **SUPERINTENDENT** and **DISTRICT** mutually agree as follows:

1. Facilities and Services to be Provided by **DISTRICT**

a. **DISTRICT** agrees to provide classrooms (permanent or portable) with fixtures and necessary facilities including, but not limited to: fenced in premises, access to phone line, running water in the portables, restrooms and playgrounds as necessary to become licensed by the Department of Social Services, Community Care Licensing Division.

1) Classroom space shall meet the following licensing requirements:

- Minimum 840 square feet (35 square feet per child-with a class size 24 children)
- 2 toilets and 1 sink for restroom use
- 1 sink in classroom w/drinking fountain
- Must meet local fire codes

2) All playground space shall meet the following licensing requirements:

- Minimum 1,800 square feet (75 square feet per child)
- 1 drinking fountain outside
- Fenced on all sides and in good condition
- Playground equipment, climbing equipment, swings, etc. Equipment needs to meet safety codes and Community Care Licensing regulations

b. **DISTRICT** agrees to provide an appropriate classroom facility for the **SUPERINTENDENT** to conduct activities related to classroom instruction.

c. **DISTRICT** agrees that no change will be made in the classrooms assigned to the State Preschool Program during the terms of the Agreement without the approval of the **SUPERINTENDENT** and Community Care Licensing.

d. **DISTRICT** agrees to provide all necessary utilities, custodial service and to provide upkeep and maintenance of the classrooms and surrounding area consistent with other facilities of the **DISTRICT**. Maintenance and custodial service shall be provided as follows:

- 1) Daily cleaning of floors, toilets and sinks,
- 2) Carpet cleaning 2 times per year,
- 3) Provide paper towels, toilet tissue, hand soap and disinfectant,

- 4) Repairs and painting as needed,
- 5) Playground kept clean and safe,
- 6) Playground repair and replacement of unsafe equipment,
- 7) Covered trash containers in classroom, with liners, emptied daily, and
- 8) Wastebaskets with liners, for classroom and restrooms, emptied daily.

- e. **DISTRICT** will provide free meals to all students, regardless of free, reduced meal eligibility status. **DISTRICT** may not charge parents for food provided in the state preschool program, per the Preschool Funding Terms and Conditions and Program Requirements (FTC). **DISTRICT** agrees to be responsible for all point of service counts, processing of meal applications, over claiming, performing edit checks, meal count and claiming accountability and verification process.
- f. **DISTRICT** will provide **SUPERINTENDENT** access to test all drinking water fixtures used by the children tested for lead if the California public K through 12 schools was constructed before January 1, 2010 to be in compliance with AB237

2. Required Minimum Average Daily Attendance (ADA)

In order to successfully maintain a State Preschool Program, a minimum of forty-eight (48) ADA (24 a.m. and 24 p.m. per classroom) at Victoria, Franklin and Lugonia State Preschool must be maintained over the one hundred eighty (180) day school year. **SUPERINTENDENT** and **DISTRICT** will work cooperatively to maintain the required ADA. Should the ADA fall below the expected level, the **SUPERINTENDENT** is authorized by **DISTRICT** to allow entrance to students from surrounding districts. The **SUPERINTENDENT** will maintain a 180-day school calendar that matches this district 180 day calendar.

If the program fails to maintain the minimum forty-eight (48) ADA, which results in fiscal insolvency of the program, the **SUPERINTENDENT** at its own discretion may choose to close the program.

3. Rental Fee and Payment Thereof

a. **SUPERINTENDENT** agrees to reimburse **DISTRICT** in the amount of Four Thousand Nine Hundred Fifty and no/100 Dollars (\$4,950.00) per fiscal year for each classroom. If site program is not operating the entire calendar year, this amount shall be pro-rated. This amount is for utilities, custodial services, maintenance, and all other related expenses.

b. Reimbursement to the **DISTRICT** shall be paid by transfer as follows:

- 1) Two Thousand Four Hundred Seventy-Five and no/100 Dollars (\$2,475.00) per classroom, on or about September 1, of each contract year, and
- 2) Two Thousand Four Hundred Seventy-Five and no/100 Dollars (\$2,475.00) per classroom, on or about February 1, of each contract year.

4. Duration of Agreement

a. The term of this Agreement shall be from July 1, 2024, through and including, June 30, 2027.

5. Termination Conditions

a. In the event **SUPERINTENDENT** does not receive full funding from the California Department of Education Child Development Division for providing this program or service, **SUPERINTENDENT** may at any time give the **DISTRICT** immediate notice to terminate this Agreement and services thereof. In such an event, **DISTRICT** will hold **SUPERINTENDENT** harmless from any and all responsibility or liability with regard to this Agreement.

b. **DISTRICT** will not hold the **SUPERINTENDENT** responsible for any contract or expense obligations entered into subject to the appropriation and availability of funds from the State.

c. Either party may terminate this Agreement on 180 days written notice. In the event both parties wish to mutually terminate this Agreement, the date of termination shall be as agreed by the parties without regard to the notice provision.

6. Notice

Whenever it shall be necessary for either party to give notice to the other, such notices shall be sent by registered mail, postage prepaid, addressed to **DISTRICT** and to **SUPERINTENDENT** at the following address. Such notice shall be deemed to be completed five (5) days after the same has been deposited in any United States post office. All other notices and correspondence, other than notice of termination, may be sent by regular mail.

SUPERINTENDENT
Student Services
San Bernardino County Superintendent of Schools
601 North E Street
San Bernardino, CA 92415

DISTRICT
Redlands Unified School District
20 W. Lugonia Ave
Redlands, CA 92374

7. Special Provisions

- a. **DISTRICT** shall have premises ready for inspection by Community Care Licensing one month prior to the opening of the program.
- d. **DISTRICT** agrees to perform all requirements in accordance with Community Care Licensing, fire or other regulatory agency in a time appropriate manner in order for **SUPERINTENDENT** commencement of intended use.
- e. **DISTRICT** agrees for the **SUPERINTENDENT** to maintain updated California Department of Education Early Learning and Care Division and Community Care Licensing and administer the program in accordance with the Regulations, Management Bulletin (MB), and Provider Information Notices (PIN)
- f. **SUPERINTENDENT** shall be permitted occupancy of leased premises upon execution of this Agreement for the purpose of inspection(s), stocking, storing furnishings and equipment, and other such related purposes.
- g. This Agreement may be amended by the mutual consent of the parties.

8. Liability Insurance

- a. **DISTRICT** agrees to carry appropriate insurance covering the classrooms, including but not limited to, fire and public liability insurance.
- b. Each party to this Agreement shall, at its own expense, obtain and maintain in effect, during the term of this Agreement or any extension thereof, a policy of comprehensive general liability insurance with a minimum combined single limit of \$1,000,000.00 to cover its obligation pursuant to this paragraph.

9. Mutual Hold Harmless

- a. **SUPERINTENDENT** agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the **DISTRICT**, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorney's fees, arising out of any act or omission or the condition of any property owned or controlled by the **SUPERINTENDENT** in the performance of this contract. It is understood that employees and any subcontractor of the **SUPERINTENDENT** in its performance under this contract are not agents or employees of the **DISTRICT**.
- b. **DISTRICT** agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the **SUPERINTENDENT**, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorney's fees, arising out of any act or omission or the condition of any property owned or controlled by the **DISTRICT** in the performance of this contract. It is understood that employees and any subcontractor of the **DISTRICT** in its performance under this contract are not agents or employees of the **SUPERINTENDENT**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS

REDLANDS UNIFIED SCHOOL DISTRICT

Amber L. Arias
Manager, Procurement Services

Jason Hill
Assistant Superintendent, Business Services

Date: _____

Date: 5-7-24