



## CLASSROOM LEASE AND MAINTENANCE AGREEMENT

### AGREEMENT NO. 24/25-0110

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of July 2024 by and between the Office of the San Bernardino County Superintendent of Schools, hereinafter called "**SUPERINTENDENT**", and the Redlands Unified School District, hereinafter called "**DISTRICT**".

### RECITALS

WHEREAS, the **SUPERINTENDENT** is the owner of certain classrooms in the Redlands Unified School District; and/or

WHEREAS, the **DISTRICT** has classrooms available for use to the **SUPERINTENDENT** for the purpose of special education programs; and/or

WHEREAS, the **DISTRICT** has need for use of classrooms and the **SUPERINTENDENT** is willing to grant the use of classrooms to the **DISTRICT** for its use; and

WHEREAS, the **DISTRICT** has the ability to provide minor maintenance and custodial services to the classrooms located on its campuses.

NOW, THEREFORE, **SUPERINTENDENT** and **DISTRICT** mutually agree as follows:

#### 1. **LOCATION OF SUPERINTENDENT'S CLASSROOMS**

- a. **SUPERINTENDENT** owns and will occupy to operate special education classes in its classrooms at the following school sites of the **DISTRICT**:

**Highland Grove Elementary School – 2 Classrooms**

7700 Orange Street, Highland, CA 92346

**Judson & Brown Elementary School – 1 Classroom**

1401 East Pennsylvania Avenue, Redlands, CA 92374

**Judson & Brown Elementary School MTU – 3 Classrooms**

1451 East Pennsylvania Avenue, Redlands, CA 92374

**Kimberly Elementary School – 1 Classroom**

301 West South Avenue, Redlands, CA 92373

**Kimberly Elementary School – 2 Classrooms (EVSELPA)**

301 West South Avenue, Redlands, CA 92373

**Moore Middle School – 3 Classrooms**

1550 East Highland Avenue, Redlands, CA 92373

**Redlands East Valley High School – 2 Classrooms, Rooms # M117 and # M118**

31000 East Colton Avenue, Redlands, CA 92374

- b. **SUPERINTENDENT** owns and will allow **DISTRICT** to occupy and use its classrooms at the following school sites of the **DISTRICT**

**Bryn Mawr Elementary School – 2 Classrooms**

11680 Whittier Ave., Loma Linda, CA 92354

**Judson & Brown Elementary School – 1 Classroom**

1401 East Pennsylvania Avenue, Redlands, CA 92374

**Kimberly Elementary School – 1 Classroom**

301 West South Avenue, Redlands, CA 92373

**Redlands East Valley High School – 1 Classroom**

31000 East Colton Avenue, Redlands, CA 92374

**2. RESPONSIBILITIES OF THE DISTRICT**

- a. **DISTRICT** agrees to provide necessary utilities, custodial service and minor maintenance of classrooms, including pesticide application, consistent with other facilities of its school district to the classroom(s) owned by **SUPERINTENDENT**.
- b. **DISTRICT** agrees to make necessary facilities available to teachers and pupils of classroom(s), including but not limited to restrooms, playgrounds, auditorium, storeroom, and office.
- c. **DISTRICT** agrees to provide an annual inspection, by a Certified Playground Safety Inspector, of any playground equipment owned or installed by **SUPERINTENDENT** on a **DISTRICT** site.
- d. **DISTRICT** agrees to provide furniture and fixtures for the **SUPERINTENDENT**-owned and **DISTRICT**-occupied classrooms.
- e. **DISTRICT** agrees to include students and staff in all site safety drills, emergency communication, and evacuation procedures for **SUPERINTENDENT**-occupied classrooms. **DISTRICT** agrees to post evacuation maps in **SUPERINTENDENT**-occupied classrooms.
- f. **DISTRICT** will provide **SUPERINTENDENT** with sixty (60) days' written notice prior to the start of scheduled maintenance or construction on the school site that would prevent access or use of classroom(s) occupied by **SUPERINTENDENT**.

**3. RESPONSIBILITIES OF THE SUPERINTENDENT**

- a. **SUPERINTENDENT** agrees to provide major maintenance to its **SUPERINTENDENT**-owned classroom(s) in accordance with standards within the deferred maintenance program.
- b. **SUPERINTENDENT** agrees to provide furniture and fixtures for the **DISTRICT**-owned and **SUPERINTENDENT**-occupied classrooms.

**4. RESPONSIBILITIES OF THE SUPERINTENDENT AND DISTRICT**

**SUPERINTENDENT** and **DISTRICT** agree that no change will be made in the classroom used by either party during the term of this agreement without the approval of the other party.

**5. FEE AND PAYMENT THEREOF**

- a. **SUPERINTENDENT** agrees that the **DISTRICT** will use **SUPERINTENDENT**-owned classrooms at no cost to the **DISTRICT** during the term of this agreement.
- b. **SUPERINTENDENT** agrees to pay the **DISTRICT** Four Thousand Two Hundred Thirty-Five and 64/100 Dollars (\$4,235.64), as adjusted by the 2024-25 state-adopted COLA, per classroom occupied by the **SUPERINTENDENT** and maintained by the **DISTRICT**.
- c. If **SUPERINTENDENT** occupies an additional classroom during the term of this agreement, the **SUPERINTENDENT** agrees to pay the **DISTRICT** a prorated rate of 1/12 (\$352.97) of the total amount of \$4,235.64 per classroom per month for the remaining fiscal year. The **DISTRICT** will maintain the classroom while it is occupied by the **SUPERINTENDENT**. **SUPERINTENDENT** will pay the 1/12 prorated amount if **SUPERINTENDENT** occupies the classroom for any portion of the month.
- d. The total amount paid under this contract shall not exceed \$59,298.96
- e. Payments shall be made as follows: One hundred percent (100%) of the annual amount due will be transferred on or about June 14, 2025.

**6. DURATION OF AGREEMENT**

- a. The term of this Agreement shall be from July 1, 2024, through and including June 30, 2025.

- b. The terms of this Agreement may be changed, amended, or canceled by **SUPERINTENDENT** and **DISTRICT** upon mutual consent.
- c. This agreement takes effect upon approval of the **DISTRICT's** Governing Board of Education.

**7. SPECIAL PROVISIONS**

**SUPERINTENDENT** may withdraw **DISTRICT** use of **SUPERINTENDENT**-owned classroom(s) at any time with 60 days written notice of cancellation.

**DISTRICT** may withdraw **SUPERINTENDENT** use of **DISTRICT**-owned classroom(s) at any time with 60 days written notice of cancellation.

**8. INSURANCE**

The **DISTRICT** agrees to carry appropriate insurance covering the classrooms and furnishings for the rooms that it occupies, including, but not limited to, fire and public liability insurance, for the term of this AGREEMENT.

The **SUPERINTENDENT** agrees to carry appropriate insurance covering the classrooms and furnishings for the rooms that it occupies, including, but not limited to, fire and public liability insurance, during the term of this AGREEMENT.

**9. MUTUAL HOLD HARMLESS**

a. **SUPERINTENDENT** hereby agrees to indemnify, hold harmless, and defend the **DISTRICT** and its departments, agencies, officers, or employees from all sums which **DISTRICT** or any of its departments, agencies, officers, or employees may be obligated to pay by reason of any liability imposed upon them for property and/or personal bodily injury and/or other damages arising out of or resulting from any negligence, error, act, or omission by **SUPERINTENDENT**, with respect to the identified premises, during the term of this Agreement or any extension thereof. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and attorneys' fees.

b. **DISTRICT** hereby agrees to indemnify, hold harmless, and defend the **SUPERINTENDENT** and its departments, agencies, officers, or employees from all sums which **SUPERINTENDENT** or any of its departments, agencies, officers, or employees may be obligated to pay by reason of any liability imposed upon them for property and/or personal bodily injury and/or other damages arising out of or resulting from any negligence, error, act, or omission by **DISTRICT**, with respect to the identified premises, during the term of this Agreement or any extension thereof. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and attorneys' fees.

**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**

\_\_\_\_\_  
Kevin Garcia, Program Manager  
Procurement Services

\_\_\_\_\_  
Signature

Jason Hill, Assistant Superintendent, Business Services  
\_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

Date: 8-7-2024  
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