

**LEASE AND FACILITY USE AGREEMENT BETWEEN
ROCKLIN UNIFIED SCHOOL DISTRICT AND
CONTINUING DEVELOPMENT, INC.**

This Lease and Facility Use Agreement ("Lease Agreement") is entered into on April 15, 2015, between Rocklin Unified School District (hereinafter referred to as District) and Continuing Development, Inc. (hereinafter referred to as CDI) relating to the use of real property for preschool child care and development services.

This Agreement is intended to accompany that separate agreement between the District and CDI entitled "Agreement Between Rocklin Unified School District and Continuing Development, Inc. for Preschool Child Care and Development Services. All terms and conditions of this Agreement shall be incorporated therein as if fully set forth.

District has the authority to make portable classroom buildings available at school sites for use by operators of preschool child care and development services. District desires to make portables available to CDI, and CDI desires to obtain the use of such portables from District.

It is agreed between the parties as follows:

1. **PORTABLES.** District will lease the four (4) portables identified in Attachment A hereto to CDI for the 2015-16 school year. This lease provided for herein shall commence on _____ 2015. CDI shall be permitted to use the Portables at the school sites specifically for the operation of preschool child care and development services.
2. **GENERAL DAYS AND HOURS OF OPERATION.** The designated hours of operation for the portables shall be during normal school days. CDI at its discretion, may keep certain Portables open during school holidays, vacations or school breaks (winter, spring, summer). CDI, at its discretion may also choose to limit hours of operation based on enrollment.
3. **USE OF SCHOOL SITE.** CDI officers, agents, employees, licensees, clients, and invitees shall have rights of ingress and egress to and from the District schools wherein the Portables are located. CDI shall be permitted non-exclusive use of such schools (i.e. parking lot, etc.) within the immediate vicinity of the Portables during the hours of operation. CDI, along with its officers, agents, employees, licensees, clients and invitees shall operate in accord with all local, county, state, and federal requirements for the licensing and operation of children's day care facilities.
4. **TERM.** District and CDI agree that the term of this agreement shall be for five (5) years, unless otherwise terminated, and shall be in effect through June 30, 2020. This Agreement may be extended for three subsequent five year terms with a mutual consent of the parties. This Agreement may be terminated without cause by District or CDI by giving not less than 90 days written notice to the other party.
5. **RENT.** CDI shall pay \$900 per month for each Portable for the ten (10) month school year. There shall be no payments made for Portables closed during the summer months. Portables that are open during the two (2) months of summer will continue to pay \$900 per

month per center. Fees shall be paid on a monthly basis. If there is insufficient enrollment to operate two classes during the school year or summer at Rock Creek Elementary School, rent will be assessed only on the building occupied and used.

6. UTILITIES. The District shall provide necessary utility services. Such utility services will include electricity, gas, water, and sewer services. CDI shall reimburse District for its expenses in providing such utility services within thirty (30) of receipt appropriate invoices by the District. If CDI fails to pay for such services within thirty (30) days of presentation of appropriate invoices, District may charge interest on any overdue amount at a rate equal to five (5) percent per annum.

7. CUSTODIAL. District shall be responsible for providing custodial services necessary to maintain each Portable at the same level and to the same standards as District maintains its other classrooms. CDI shall reimburse the District for its reasonable expenses in providing such custodial services within thirty (30) days of receipt of an appropriate invoice by the District. The rate for such District-provided custodial services shall be \$30.04 per hour for the 2015-16 school year and the rate shall be subject to annual adjustment. If CDI fails to pay for such services within thirty (30) days of presentation of invoice, the District may charge interest on any overdue amount at a rate equal to five (5) percent per annum. Should CDI determine that custodial services provided by the District are inadequate in the opinion of CDI, CDI has the option of seeking an outside source to provide on-going custodial services and relieve the District of said requirement, provided that CDI receives advance written approval from the District before any said outside custodial services are performed.

8. MAINTENANCE AND REPAIR. District shall be responsible for external maintenance, rehabilitation, and routine maintenance including but not limited to electrical (ballast and switches), plumbing fixtures and pipes, wall and floor coverings, glass breakage, and landscaping, of the portable units. All such District maintenance shall be conducted pursuant to the schedule developed by CDI/District staff. There shall be no alteration or changes to the unit without the written consent of District.

9. DAMAGE TO PREMISES. CDI shall pay District for the repair or replacement of any property or facilities of District which shall be lost, damaged, or stolen as the result of CDI usage, except that CDI shall not be responsible for normal wear and tear to premises.

IN WITNESS WHEREOF, the parties have affixed their signatures.

District:

CDI:

Rocklin Unified School District
a public school district of the State of
California

Continuing Development, Inc.
a 501(c)(3) nonprofit corporation, organized
and existing under the laws of the State of
California

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A

As referenced in the attached agreement, the listing of preschool child care and development services center portables in the Rocklin Unified School District are listed below.

Rock Creek Elementary School, 2140 Collet Quarry Dr., Rocklin CA 95765
(916) 625-5265 (two buildings)

Ruhkala Elementary School, 6530 Turnstone Way, Rocklin CA 95765
(916) 625-5244 (one building)

Sunset Ranch Elementary School, 2500 Bridlewood Dr., Rocklin CA 95765
(916) 625-5267 (one building)