



CASTLE ROCK SCHOOL DISTRICT #401

Jim Mabbott, Superintendent
600 Huntington Ave. S • Castle Rock, WA 98611 • T: 360.501.2940 • F: 360.501.3140
www.castlerock.wednet.edu

Contract _____

Revenue _____

Fiscal Year(s) 2017-2022

FACILITIES USE AGREEMENT

Between

CASTLE ROCK SCHOOL DISTRICT #401
600 Huntington Avenue S
Castle Rock, WA 98611

And

LOWER COLUMBIA COLLEGE HEAD START/ECEAP
(Hereinafter referred to as Head Start)
PO Box 3010
Longview WA 98632

1. **Purpose.** This Agreement between Castle Rock School District ("School District") and Lower Columbia College Head Start ("Head Start") is made for the purpose of providing Head Start with onsite facility rental.
2. **Term.** The initial term for the Agreement shall be from September 1, 2017 through June 30, 2022.
3. **Organization and Governance.** The parties agree the School District is authorized as the legal and administrative entity to govern and direct the operation of this Agreement and the parties' obligations hereunder in accordance with the terms of this Agreement and the School District's adopted policies and procedures.
4. **Responsibilities of the School District.**
 - 4.1 Program – School District agrees to provide facility rental services as mutually deemed acceptable to Head Start.
 - 4.2 School District will provide adequate custodial services to facilities.
 - 4.3 School District will provide proper space and utilities for a preschool classroom.
 - 4.4 School District will provide classroom, kitchen, and office space as an in-kind match contribution towards Head Start and ECEAP funding
 - 4.5 Should damages occur to the facilities from abuse or neglect of the facilities by Head Start, School District will invoice for repairs in the final billing.

14. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington and any action or litigation undertaken to enforce the terms of this Agreement shall be conducted in Cowlitz County, Washington.

15. Whole Agreement. The parties agree that this Agreement, together with all appendices, if any, constitute the entire agreement between the parties and supersedes all prior or existing written or oral agreements between the parties and may not be amended other than in writing signed by the parties.

16. Attorney Fees and Costs. In the event litigation arises out of this Agreement, the losing party agrees to pay the prevailing party's attorney fees incident to said litigation, together with all costs and expenses incurred in connection with such action, whether incurred in trial court or on appeal,

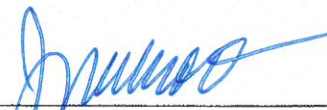
17. Captions. Paragraph headings have been included for convenience of the parties and shall not be considered a part of this Agreement for any purpose relating to construction or interpretation of the terms of this Agreement.

18. Opportunity without Discrimination. School District and Head Start agree to comply with all applicable state and federal rules and regulations which prohibit discrimination on the basis of race, color, creed, religion, national origin, age, sex, marital status, or presence of any sensory, mental or physical disability. Inquiries regarding compliance and/or grievance procedures for School District may be directed to School District at its address above.

19. Authority. The terms and conditions of this Agreement to which the parties agree are being entered into by appropriate resolutions of the respective boards of directors of School District and Head Start.

IN WITNESS WHEREOF, Head Start and School District have executed this Agreement on the date and year indicated below.

CASTLE ROCK SCHOOL DISTRICT NO. 401

By:  _____ Date: July 27, 2017

Jim Mabbott
Superintendent

LOWER COLUMBIA COLLEGE HEAD START/EHS/ECEAP

By:  _____ Date: 6/6/17

Nolan K. Wheeler
VP for Administrative Services