

**AGREEMENT
FOR USE OF SCHOOL PROPERTY
BETWEEN THE
LA CAÑADA UNIFIED SCHOOL DISTRICT
AND THE
LA CAÑADA FLINTRIDGE EDUCATIONAL FOUNDATION**

GOVERNING THE OPERATION OF AN EDUCATIONAL PROGRAM AND THE RENTAL
AND USE OF FACILITIES FOR SUCH PROGRAM.

THIS AGREEMENT made and entered into this 29th day of March 2016, by and between the LA CAÑADA UNIFIED SCHOOL DISTRICT, hereinafter referred to as the DISTRICT, and the LCFEF SUMMER SCHOOL, hereinafter referred to as the FOUNDATION.

W I T N E S S E T H

WHEREAS, pursuant to Sections 38130-38138 of the California Education Code, and Board Policy of the District, provision is made for the use of buildings and facilities of public school districts for educational purposes in the public interest, and

WHEREAS, the District has determined that it is financially unable to operate a 2015 summer school program in District facilities, and

WHEREAS, the Foundation desires to conduct a summer school program separate from, and independent of, the District in the public interest on a non-profit basis, and

WHEREAS, such a program will not result in costs to the District.

NOW, THEREFORE, the District and the Foundation agree as follows:

The District does hereby grant the Foundation for a period commencing June 7 – July 8, 2016, the use of the buildings and facilities located at La Canada High School that are more particularly set forth in Schedule “A” attached hereto and made a part of this Agreement. The Foundation shall use the granted premises only for the purpose of conducting classes at such levels and in such courses as are set forth in Exhibit “B” attached hereto. The Foundation will charge reasonable tuition, fees, and other sums to persons who enroll, and the amounts to be charged shall be at the sole discretion of the Foundation. No use shall be inconsistent with use of the property by the District for its educational programs and other District purposes. This Agreement is not intended and should not be construed as offering a monopoly for the benefit of any person or organization.

I. SCHEDULE OF CHARGES AND BILLING PROCEDURES (Exhibit "A")

A schedule of charges at the District's non-profit direct cost rate for the use of the facilities and should the Foundation so desire, equipment, and materials owned by the District and used by the Foundation is established as follows:

- The charge for the use of any classroom, specialty classroom or other facility shall be based on the non-profit rate per the District's Facilities Use Fee Schedule relevant portions of which the parties agree is set forth in Schedule "A" hereto.
- The charge for use of facilities or services not specifically identified herein shall be by mutual agreement which shall be considered an amendment to this Agreement.
- The charges for use of any educational/instructional support materials and equipment shall be calculated on a per student basis as set forth in Schedule "A". Said materials could include but not be limited to textbooks, consumable/non-consumable materials, audiovisual aids and equipment.
- The charges for use of any District copying equipment shall be set forth in Schedule "A" at a unit price per copy and could include but not be limited to paper, toner, staples, folding capability etc.

The charges represent sufficient use fees to cover the costs of materials, equipment, and facility utilization, including restrooms, non-consumable materials and supplies, utilities, and custodial/maintenance supplies. The Foundation shall provide the District with a complete accounting of the enrollment of persons attending classes. The Foundation shall, at its sole discretion, determine the minimum number of persons to be enrolled in any class or program and may cancel a class or program or use of the site in case of insufficient enrollment. Within 45 days of the end of each summer school session, the District shall send the Foundation an invoice, itemizing the costs for facilities, services and the per student fee for educational support materials and equipment to be paid to the District by the Foundation within forty-five (45) days of receiving the invoice.

II. FOUNDATION'S RESPONSIBILITIES

The Foundation shall be solely responsible for administering the educational program offered by it pursuant to this Agreement, forming and/or canceling classes, and collecting its tuition and other fees. All courses are listed in Exhibit B which shall be reviewed as part of the annual anticipated contract renewal. All teachers and staff shall be selected solely by the Foundation, and said persons shall be subject solely to its direction, control, compensation, evaluation and discipline. The Foundation may elect to have a private staffing company selected by the Foundation shall be the employer of the teachers and staff selected by the

Foundation. The private staffing company or the Foundation, as sole operator of the program, shall bear all liabilities and expenses imposed by law or contract incident to such employment, including but not limited to Worker's Compensation Insurance, Unemployment Insurance, Social Security Contribution, and Tax Withholdings regardless of any intervening events or circumstances that may limit or prevent operation of the program described herein.

III. ACADEMIC CREDIT

The District shall grant students in Foundation classes full credit for summer school courses which adhere to any and all District standards related to minimum class hours and which are successfully completed as determined by the teacher of record. Said credit is defined as 5 semester credits per class and is based on the Foundation classes having followed approved District curriculum and California content standards.

IV. INSURANCE REQUIREMENTS

The Foundation shall provide the District with a certificate of insurance designating the District as "additional insured" for the term of this Agreement for all programs conducted by the Foundation on District properties. The minimum limits shall for liability and property damage insurance shall be in a similar form and mutually agreeable LCHS equivalent amount to those currently maintained by the District. The District shall be named as an insured party on the Foundation policy. The District shall provide a certificate of insurance to the Foundation.

V. INSPECTION OF PREMISES

The parties agree that there shall be a pre-inspection and post-inspection of the premises to be conducted by representatives of the District and the Foundation. The purpose of the pre-inspection is to determine the items of District property on the premises and their condition, and the purpose of the post-inspection is to determine if all items of District property have been returned and what repairs, replacements, or reimbursements, if any, need to be made by the Foundation. Repairs and maintenance required, due to normal wear or tear from school usages, shall not be the responsibility of the Foundation.

VI. ASSIGNMENT OF AGREEMENT

The Foundation shall not assign its rights or privileges under this Agreement, or any interest therein, and shall not attempt to confer any of its privileges under this Agreement to any third party, and shall not suffer any other person or entity (students, agents and employees of the Foundation and the District excepted) to occupy or use of the premises or any portion thereof, without prior written consent of the District, and such a consent shall not be deemed to be a consent to any subsequent grant of privilege. Any unauthorized grant of privilege by the Foundation shall be void and shall, at District's option, terminate the

rights and privileges of the Foundation under this Agreement. This grant of use shall not, nor shall any interest therein, be assignable as an interest of the Foundation by operation of law or otherwise, without the written consent of the District.

VII. INDEMNIFICATION AND HOLD HARMLESS CLAUSE

Foundation agrees to indemnify and hold the District harmless from each and every claim, demand, action or cause of action, and any cost or expense, including reasonable attorney fees in connection therewith, that may arise in any manner out of Foundation's use of the facilities (per Exhibit A) or its actions or inactions pursuant to this Agreement, except claims, demands, actions or causes of action resulting from acts or omissions of District or its agents or employees. This agreement to indemnify includes, but is not limited to, personal injury (including death at any time) and property or other damage (including, but without limitation, contract or tort or patent, copyright, trade secret or trademark infringement) sustained by any person or persons including, but not limited to, companies, or corporations, Foundation and its employees or agents, and members of the general public. This provision shall survive the termination or expiration of this Agreement.

District agrees to indemnify and hold the Foundation harmless from each and every claim, demand, action or cause of action, and any cost or expense, including reasonable attorney fees in connection therewith, that may arise in any manner out of District's use of the facilities or its actions or inactions pursuant to this Agreement, except claims, demands, actions or causes of action resulting from acts or omissions of Foundation or its agents or employees. This agreement to indemnify includes, but is not limited to, personal injury (including death at any time) and property or other damage (including, but without limitation, contract or tort or patent, copyright, trade secret or trademark infringement) sustained by any person or persons including, but not limited to, companies, or corporations, District and its employees or agents, and members of the general public. This provision shall survive the termination or expiration of this Agreement. Section VII shall be interpreted in a manner consistent with Education Code Sect.38134 (i).

VIII. DISPUTE RESOLUTION

The parties agree that as to any disputes that arise relating to this Agreement they will use their best efforts to reach an effective resolution through a mutually agreeable mediation process.

IX. TERM OF AGREEMENT

This Agreement is effective for the period beginning September 30, 2015, and ending September 30, 2065. Both parties may agree to extend for an additional year by mutual agreement. Either party may give notice prior to March 1, 2016, to modify the terms of this Agreement.

XI. MISCELLANEOUS PROVISIONS

Prior to any occupation of District facilities the Foundation shall execute a statement of information in compliance with Education Code 38136 (see attachment "C"). It is mutually agreed that the District has absolutely no authority of any kind concerning any matter, cause, or action whatsoever in connection with the Foundation, that has not been specified in this Agreement. Nothing contained in this Agreement shall be construed as creating any relationship with the Foundation as a partner, employee, or agent of the District.

XIII. NOTICES

All notices given by the District to the Foundation or by the Foundation to the District under this Agreement shall be in writing and either delivered in person or by mail to the following addresses:

(a) Notices to the District:

LA CAÑADA UNIFIED SCHOOL DISTRICT
C/o Wendy Sinnette, Superintendent
4490 Cornishon Avenue
La Cañada Flintridge, CA 91011

(b) Notices to the Foundation:

LCFEF SUMMER SCHOOL
C/o Jinny Dalbeck LCFEF President
4490 Cornishon Avenue Room 211
La Cañada Flintridge, CA 91011

LA CAÑADA UNIFIED
SCHOOL DISTRICT

LCFEF SUMMER SCHOOL

By: _____
Wendy K. Sinnette
Superintendent

By: _____
Jinny Dalbeck
Board President

Date of Board Approval: March 29, 2016

EXHIBIT “A”

Facilities Use Schedule & Educational Materials 2016

La Cañada High School – per instructional day rates

Classrooms	\$ 12.25
Specialty Classroom	\$ 16.50
School grounds and parking lot	Free of charge
Pool	\$ 40.00
Gym	\$ 32.50
Tennis Courts	\$ 32.50

Educational Materials

Educational materials/equipment (with prior permission)	\$ 2.50 per student (FTE) (per summer school semester)
Copying	\$.07 per copy
Student Information System	\$200.00

EXHIBIT “B”

2016

Preliminary course list:

High School

World History

American History

American Government/Economics

English 1

English 2

English 3

English 4

LC Math 1/Algebra I

LC Math 1 Advanced Topics

Geometry

Algebra 2

Spanish 1

Spanish 2

Spanish 3

Spanish 4

Biology

Chemistry

Physics

Physical Education

Health

Exhibit "C"

Education Code

Civic Center Act

EC 38136

No governing board of a school district shall grant the use of any school property to any person or organization for any use in violation of Section 38135.

For the purpose of determining whether or not any individual, society, group, or organization applying for the use of the school property intends to violate Section 38135, the governing board shall require the making and delivery to the governing board, by the applicant of a written statement of information in the following form:

STATEMENT OF INFORMATION

The undersigned states that, to the best of his or her knowledge, the school property for use of which application is hereby made will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the government of the United States by force, violence or other unlawful means;

That La Cañada Flintridge Educational Foundation Summer School, the organization on whose behalf he or she is making application for use of school property, does not, to the best of his or her knowledge, advocate the overthrow of the government of the United States or of the State of California by force, violence, or other unlawful means, and that, to the best of his or her knowledge, it is not a Communist action organization or Communist front organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

(Signature)

The school board may require the furnishing of additional information as it deems necessary to make the determination that the use of school property for which application is made would not violate Section 38135.

Any person applying for the use of school property on behalf of any society, group, or organization shall be a member of the applicant group and, unless he or she is an officer of the group, must present written authorization from the applicant group to make the application.

The governing board of any school district may, in its discretion, consider any statement of information or written authorization made pursuant to the requirements of this section as being continuing in effect for the purposes of this section for the period of one year from the date of the statement of information or written authorization.