

A G R E E M E N T
GRANTING USE OF SCHOOL PROPERTY

THIS AGREEMENT is entered into this 1st day of May, 2017, between **LA CAÑADA UNIFIED SCHOOL DISTRICT** (the "District") and **Assistance League® of Flintridge** (the "League").

Pursuant to the authority contained in Article 2 of Chapter 6 of Part 23 of the California Education Code, particularly Sections 38130 through 38139, the District hereby grants to the League the use of District property for the purpose of conducting instrumental music classes for Grades 4 through 6 upon the terms and conditions set forth herein. Said grant of use is subject to the limitations, requirements and restrictions set forth in said Chapter 6 of the Education Code.

The specific terms and conditions upon which this grant of use is made are as follows:

1. The grant of use of the described District property will be for the period July 1, 2017 to June 30, 2018, agreed upon by the Governing Board of the District and the League.
2. The League shall pay for all necessary supplies and materials required to conduct the Classes.
3. The League shall have the sole and absolute authority and discretion to hire, to terminate and to determine the salaries, hours of work and duties of the persons employed by the League to conduct the Classes.
4. The League shall determine the minimum and maximum number of persons to be enrolled in any of the Classes and may cancel any of the Classes in case of insufficient enrollment.

5. The League shall procure an appropriate policy of Workers' Compensation Insurance covering all persons employed and all volunteers utilized by the League in conducting the Classes under this Agreement who are required by law to be covered by Workers' Compensation Insurance.
6. The District property shall be used by the League for educational and recreational purposes only. No use shall be inconsistent with use of the property by the District for school purposes. This Agreement is not intended and shall not be construed as conferring a monopoly for the benefit of any person or organization.
7. The District shall provide and pay for all utilities and custodial services provided necessary for the proper functioning of the classes. The District shall not be required to make any improvements or repairs of any nature whatsoever except normal maintenance and repairs, and maintenance and repairs necessary to provide proper heating, electrical service and plumbing. The District shall care for and maintain the grounds, including but not limited to lawn, trees, shrubbery, flowers, walkways and sidewalks.
8. The League shall take out and maintain during the term of the grant of use liability and property damage insurance in form similar to that currently maintained by the District, which shall include the League and the District as insured parties. The League shall provide the District with a certificate of such insurance. The coverage to be afforded by such insurance shall not be less than \$1,000,000.00. The District shall also include the League as an insured party on its policy and provide the League with a certificate of such insurance.

9. It is mutually agreed that the District has absolutely no authority of any kind concerning any matter, cause or thing whatsoever in connection with the League that has not been specified in this Agreement. Nothing contained in this Agreement shall be construed as constituting either party as a partner, employee or agent of the other party; nor shall either party to this Agreement have any authority to bind the other in any respect.
10. The League 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, nor shall it allow any other person or entity (students, agents and employees of the League and the District excepted) to occupy or use the premises or any portion thereof, without first obtaining the 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 League shall be void and shall, at the District's option, terminate the rights and privileges of the League under this Agreement. This grant of use shall not, nor shall any interest therein, be assignable as an interest of the League by operation of law or otherwise, without the written consent of the District.
11. The District shall not distribute information regarding the Classes without approval of the League.
12. The League has the option of charging fees for supplies and instrument rental and these funds shall remain its sole property.

13. It is agreed that each instrumental music class will be 60 minutes in duration once a week. Classes held before school will begin at 7:00 a.m. Classes held after school will begin at 3:00 p.m. Exception Palm Crest Elementary 7:05 am.
14. The District shall provide the same classrooms each day of class at each elementary school for use of the music program.
15. Holiday and spring assemblies will be held during the school day at each elementary site.
16. The Holiday and Spring Concerts and rehearsals, Instrument Rental Day and the instrument "Petting Zoo", held at Lanterman Auditorium, will be scheduled through LCUSD, with no facility rental fee charged to the League.
17. All notices given by the District to the League or by the League to the District under this Agreement shall be in writing and either delivered in person to the President of the League and to the Superintendent of Schools or by mail to the following addresses:

(a) Notices to the District:

La Cañada Unified School District
4490 Cornishon Avenue
La Cañada Flintridge CA 91011

Attention: Superintendent

(b) Notices to the League:

Assistance League League® of Flintridge
4607 Oakwood Avenue
La Cañada Flintridge CA 91011

Attention: President

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above written.

LA CAÑADA UNIFIED SCHOOL DISTRICT

By _____
Wendy Sennett, Superintendent

Date _____

By _____
LCUSD Board President

Date _____

Assistance League® of Flintridge

By _____
Donna Shepherd, President

Date _____

By _____
Jeanne Broberg, Recording Secretary

Date _____