

2020

LEASE AGREEMENT BETWEEN THE  
PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT  
AND PENINSULA EDUCATION FOUNDATION

**PALOS VERDES PENINSULA SUMMER SCHOOLS**

GOVERNING THE OPERATION OF A SUMMER EDUCATIONAL PROGRAM AND THE  
RENTAL AND USE OF FACILITIES FOR SUCH PROGRAM

THIS AGREEMENT, made and entered into on the 27th day of February, 2020 ("Contract Year"), by and between the PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT, hereinafter referred to as the "DISTRICT," and PENINSULA EDUCATION FOUNDATION, hereinafter referred to as the "PEF" or "CONTRACTOR."

WITNESSETH:

WHEREAS, pursuant to Sections 38130 through 38139 of the *California Education Code* and Board policy of the District, provision is made for use of buildings and grounds of public school districts for educational purposes in the public interest, and

WHEREAS, the PEF desires to conduct such an educational program 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 PEF agree as follows:

As regards the following campuses ("Designated Campus(es)") and term dates ("Designated Term Dates") of the "Contract Year" attached hereto as **Schedule B** and hereby made a part of this agreement, the District does hereby agree to allow the PEF the use of the buildings and grounds in compliance with federal, state, and local regulations. The PEF may charge tuition, fees, and other sums to all persons who enroll, and the amounts to be charged shall be the sole discretion of the PEF, to the end that such charges will be sufficient to cover all expenditures made by the PEF in conducting the summer school classes, including a reasonable amount for overhead, insurance, and administrative costs. The District reserves the right to use said premises, or to allow their use to others. Understood in the above is that the District itself will conduct state-reimbursed programs on the "Designated High School" campus as follows: (1) review-and-makeup classes for graduating seniors, (2) mandated special education classes, and (3) English Language Development classes.

1. SCHEDULE OF CHARGES AND BILLING PROCEDURES

A schedule of daily charges for the use of the facilities owned by the District and used by the PEF is attached hereto as **Schedule A** and hereby made a part of this Agreement. The aforementioned schedule of charges represents sufficient rental fees to cover the costs of facility utilization, including restrooms and utilities. Unless specified separately on **Schedule A**, rental charges also include use of District textbooks and computer facilities for both students and staff. Charges for custodial/maintenance services over and above those normally expected or those normally incurred by the school district will be on an hourly basis and will be borne by the PEF.

The use of computer equipment for video games is strictly prohibited, unless in the case of those classes offered where curriculum is specifically directed toward video game design or programming,

during the entire lease period, and lessee agrees to reimburse the District for any damage to, or theft of, any equipment or other property that occurs as a direct result of PEF summer programming.

At the expiration date of this Agreement, the District shall send the PEF an invoice, itemizing the facilities used. Such invoice shall be paid to the District by the PEF within thirty (30) days of receiving the invoice.

PEF shall pay the actual cost of all telephone toll charges.

## 2. RESPONSIBILITIES

The PEF will collect all student fees for this program, hire its academic, administrative, security personnel, and secretarial personnel, and pay their salaries and fixed and mandated benefits, and the rental fees as herein above specified to be paid to the District. The PEF delegates the Program Director to authorize the rental and use of instructional materials and equipment during the summer session. All requisitions must be signed by the PEF Executive Director.

## 3. CLASSES

- PEF will conduct the **Summer High School**, which is a six-week (24-day) high school summer school program during the High School "Designated Term Dates" on the "Designated High School Campus" for students entering grades 9-12 in August of the "Contract Year".

All courses will meet the District-mandated minimum minutes for a credit high school program.

In order to meet the District-mandated minimum minutes for high school credit, class times will begin at 7:30 a.m. and end at 1:00 p.m. Students enrolled in a one (1) semester class are allowed the equivalent of one absence. Students enrolled in a yearlong class are allowed no more than the equivalent of two (2) days absence. Equivalents are as defined in PEF's summer school rules and regulations. If when enrollment closes, the average number of students enrolled in all classes is fewer than twenty (20) students per class, the PEF reserves the right to cancel classes with fewer than twenty (20) students enrolled.

All curriculum offered during the summer session must meet with the approval of the Palos Verdes Peninsula Unified School District.

The PEF agrees to instruct designated personnel to meet with the regularly assigned principal/designee to work out a systematic and effective record-keeping and issuance system for textbooks distributed to and collected from students attending the PEF summer sessions.

- **Summer PEP** Agreement is effective for the period of the Intermediate School "Designated Term Dates" for students entering grades 6-8 in August of the "Contract Year". Classes will be in session beginning at 8:15 a.m. and conclude at 12:30 p.m. daily, Monday Through Friday, throughout the four week period on the Intermediate School "Designated Campuses".
- **Summer Break** Agreement is effective for the period of the Elementary School "Designated Term" for students entering K-5 in August of the "Contract Year". Classes will be in session beginning at 8:30 a.m. and conclude at 12:00 p.m. throughout the four week period on the Elementary School "Designated Campuses."

## 4. INSURANCE AND INDEMNIFICATION

- 4.1 The PEF shall, at the PEF's expense, obtain and keep in force during the term of this lease a



policy of Comprehensive General Liability insurance utilizing an insurance Service Office standard form with Broad form Liability Endorsement or equivalent in an amount of not less than \$1,000,000 per occurrence of bodily injury and property damage combined of not less than \$2,000,000 aggregate. The PEF shall provide District a duplicate original policy of insurance in such amounts showing District as an additional insured there under.

- 4.2 District shall keep in force during the Term a policy of Combined Single Limit Real and Personal Property Insurance covering the full Replacement Cost of the structures and any personal property and tenants improvements owned by the District, plus coverage against other risks District deems advisable, insuring District, and all other persons not covered by District's insurance, but not the PEF against liability arising out of the ownership, use, and occupancy or maintenance of the premises in an amount not less than \$5,000,000 per occurrence.
- 4.3 PVPUSD and PEF each hereby waives any and all rights of recovery against the other, its officers, members, agents and employees, occurring on or arising out of the use and occupation of the Premises or the Building to the extent such loss or damage is covered by proceeds received from insurance required under this contract to be carried by the other party. This waiver of subrogation provision shall be limited to (i) loss or damage to the property of Landlord and Tenant, and (ii) the officers and employees of PVPUSD and PEF. PVPUSD and PEF shall each indemnify the other against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waiver. This mutual waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this contract with respect to any loss of, or damage to, property of the parties hereto. Inasmuch as the above mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation to an insurance company, PVPUSD and PEF agree immediately to give to each insurance company providing a policy described in this contract, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of said waivers.
- 4.4 The PEF agrees to indemnify, defend, save and hold harmless District (together with its officers, employees, agents and independent contractors) from any and all demands debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury or damage (including, but not limited to, death) to any person or property arising out of, or in connection with, the use of the Schools by the PEF during the term.
- 4.5 The District agrees to indemnify, defend, save and hold harmless the PEF (together with its officers, employees, agents and independent contractors) from and against any and all demands, debts, liens, claims, losses, damages, liability, cost, expenses (including, but not by way of limitation, attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or cause of action whatsoever, for or in connection with injury or damage (including, but not limited to, death) to any person or property arising out of, or in connection with, the use of the School by District or District's officers, employees, contractor or agents.
- 4.6 If CONTRACTOR is self-insured, CONTRACTOR shall provide DISTRICT before commencement of services under this Agreement, a letter of self-insurance verifying all the stated coverage minimums and comparable terms.

All insurance policies must provide DISTRICT coverage from "the first dollar of loss." Therefore, "deductibles" and "self-insurance retentions"(SIR's) over \$5,000 for automobile liability and \$25,000 for any other coverage must be approved in writing by the DISTRICT/Office of Risk Management.



The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of "A- (Secure Bests Rating)" and a minimum financial rating of "VIII (Financial Size Category)" as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or by going on-line to "ambest.com." In the event that CONTRACTOR becomes commercially insured, CONTRACTOR's commercial insurance must meet the requirements:

CONTRACTOR shall maintain the following minimum limits of coverage:

Coverage	Minimum Limits Per Occurrence	Annual Aggregate
Commercial General Liability including broad form property damage and contractual liability	\$1,000,000	\$2,000,000
Automobile Liability (covering all owned, non-owned and hired vehicles)	\$1,000,000	\$1,000,000
Workers' Compensation Statutory Employer's Liability	\$1,000,000	\$1,000,000
Child Care/Sexual Abuse Liability	\$1,000,000	\$1,000,000
Professional Liability	\$1,000,000	

All insurance policies shall contain the following endorsements:

For Commercial General Liability, Automobile Liability, and Child Care/Sexual Abuse Liability, an endorsement that the District is an additional insured under the policy with respect to any matter arising out of, or in any manner connected with the named insured's operations under this Agreement.

For Commercial General Liability and Child Care/Sexual Abuse Liability, an endorsement that CONTRACTOR's policy shall be primary and any insurance maintained by the District shall be excess, and shall not contribute with CONTRACTOR's policy. For Workers' Compensation, an endorsement waiving the right of subrogation against District its appointed officials, officers, or employees, and any entities which they govern.

## 5. COMPLIANCE WITH LAW

The PEF agrees that its use of the School shall be in conformance with all laws, ordinances, rules, regulations, CC&Rs, contractual agreements, and requirements of the City, County of Los Angeles, State of California, federal government, or of any department, bureau, or official thereof, which may pertain to the use of the Premises.

### 5.1 CHILD AND DEPENDENT ABUSE REPORTING

CONTRACTOR shall establish a procedure acceptable to DISTRICT to ensure that all employees, volunteers, consultants, or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in *Penal Code* Section 11165.9 and dependent adult abuse as defined in Section 15630(a) of the *Welfare and Institutions Code* and elder abuse as defined in Section 15610.07 of the *Welfare and Institutions Code*, to an adult protection agency.

CONTRACTOR shall require each employee, volunteer, consultant or agent to sign a statement acknowledging the reporting requirements as defined in Section 11166 of the *California Penal Code* and will comply with the provisions of the code section as it now exists or as it may hereafter be amended.

## 6. RIGHT OF TERMINATION

The District and the PEF may terminate the Agreement due to substantial failure of the other of performance upon fourteen (14) days written notice. This notice shall be the written basis of the termination and each party shall have the right to cure the default. If substantial efforts were made towards curing the default, one extension of an additional fourteen (14) days may be granted for further efforts to cure the default.

## 7. TERM OF AGREEMENT

This Agreement is effective for the respective class session periods of the "Designated Term." In addition, the PEF will be on campus for the two (2) work days preceding the respective "Designated Terms," in preparation for the beginning of summer school to help with supplies, printing, delivering supplies to classrooms and helping in the library.

## 8. MISCELLANEOUS PROVISIONS

- a. It is agreed that the PEF and the District have agreed to the schedule set forth in this Agreement. The District does not intend on revising the schedule and, to that extent, will not disturb uses by the PEF. However, the District reserves its rights pursuant to *Education Code* Section 17529 should the PEF interfere with the District's educational program or activities of any school or class conducted at High School, Intermediate, or Elementary School campuses, disrupts the residents in the surrounding neighborhoods, or jeopardizes the safety of the children at the schools. However, nothing contained in this Agreement shall be construed as constituting the PEF's partner, employee, or agent of the District.
- b. 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 activities of the PEF, that has not been specified in this Agreement. Nothing contained in this Agreement shall be construed as constituting the PEF as a partner, employee, or agent of the District.
- c. PEF is responsible for hiring security personnel in order to provide adequate supervision.
- d. The District shall ensure that classrooms will be in clean condition prior to the start of the summer session program.
- e. Changes to the Agreement may be made by mutual written agreement of official representatives of the District and the PEF.
- f. Other agencies/individuals offering grades K-12 summer session programs of the same type as those offered by PEF shall not be granted the use of District facilities during the "Designated Term."
- g. PEF and the District agree the field and Multipurpose room (MPR) at Elementary School "Designated Campus(es)" will be available for use during the period and times PEF offers its "Contract Year" summer session.
- h. A *Summer Break* Principal and associated clerical support will be hired by the PEF and access to medical equipment (not supplies) will also be provided.
- i. PEF and the District agree the field to be designated at Intermediate Schools will be available during the period and times PEF offers its "Contract Year" summer session.
- j. PEF agrees to offer its intermediate summer school program on the Intermediate School "Designated Campus(es)," where it will share the facilities with the District.




- k. Access to medical equipment (not supplies) to be provided.
- l. At the High School and Intermediate School sites "Designated Campus(es)," where the District has Summer School concurrently with PEF, the cost of a nurse will be divided as follows: PVPUSD will pay 75% and PEF will pay 25% at the current salary scale.
- m. At the Elementary School "Designated Campus(es)," where enrollment is for at least four (4) classes, PEF agrees to pay for one (1) health clerk provided by PVPUSD four (4) hours per day @ employees' current hourly rate.
- n. At the Elementary and Intermediate school sites (Designated Campus(es)", PEF will negotiate with the local Sheriff's Department and the Cities of Rolling Hills Estates, Rancho Palos Verdes, and Palos Verdes Estates to provide crossing guard coverage, if needed. At sites where PVPUSD holds summer school concurrently with PEF, costs will be divided in half between PEF and PVPUSD, where appropriate.
- o. PEF will, to the extent feasible, give preference to qualified teachers currently employed by the District in staffing the PEF summer school programs.

PALOS VERDES PENINSULA  
UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Linsey Gotanda, Ed.D.  
Assistant Superintendent, Educational  
Services

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

PENINSULA EDUCATION FOUNDATION

By:   
Christine Byrne  
Executive Director, PEF

Date: 2/4/2020

## **SCHEDULE A**

PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT

**2020**

**PENINSULA EDUCATION FOUNDATION**

**PALOS VERDES PENINSULA SUMMER SCHOOLS**

### **DAILY FEE SCHEDULE**

Cost Per Classroom Rental Fees, Custodial Services, and Custodial Supplies-----\$30.00

Materials and supplies inclusive of textbooks----- \$3.00

#### **BOOKS**

Handling and distribution of textbooks will be paid by PEF as well as any Textbook Loss/Replacement costs.

#### **DUPLICATING**

All instructional duplicating will be handled on the PEF Site. There will be no duplicating equipment available to faculty on District campuses. Office duplicating needs will be provided by the PEF. However, should PEF staff find it necessary, a Xerox machine with a *code/account number* will be made available to the Program Administrator and PEF will be invoiced for usage.

## **SCHEDULE B**

**PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT**

**2020**

**PENINSULA EDUCATION FOUNDATION**

**PALOS VERDES PENINSULA SUMMER SCHOOLS**

**LIST OF LOCATIONS AND DATES**

**High School**

Palos Verdes Peninsula High School

Full Term Dates: June 22 – July 30

First Semester Dates: June 22 – July 9

Second Semester Dates: July 13 – July 30

**Intermediate School**

Miraleste Intermediate School

Palos Verdes Intermediate School

Ridgecrest Intermediate School

Full Term Dates: June 22 – July 17

**Elementary School**

Dapplegray Elementary School

Soleado Elementary School

Full Session Dates: June 22 – July 17



## SCHEDULE C

PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT

2020

PENINSULA EDUCATION FOUNDATION

PALOS VERDES PENINSULA SUMMER SCHOOLS

TECHNOLOGY SUPPORT FEE SCHEDULE

### Software Licensing

Aeries Elementary Program.....\$660.00

Aeries Intermediate Program.....\$1,320.00

Aeries High School Program .....\$1,320.00

### Library Support at High School

5-hour day @ 12 days .....\$1,828.00

### Data and Information Systems Support

.....\$7,500.00

160 hours of support provided by:

- Director, Information Systems
- Database Analyst
- Administrative Aide II

### Tasks

- *Building master schedule: sections, courses, teachers, students*
- *Creating Staff (Teacher and Office) portal accounts*
- *Converting student profile references to order number for the system to schedule course requests in priority sequence*
- *Modification of schedules to optimize final results*
- *Network access for non-PVPUSD staff*
- *Configuration of semester term, grade reporting, and gradebook infrastructure*
- *Configuration of parent/student portal*
- *Initial teacher in-service*
- *Ongoing portal support for parents*
- *Ongoing support for teachers and support staff*
- *Final mark migration to PVPUSD transcripts*

Data entry to match student IDs (40 hours) .....\$1,435.00

**Total** .....**\$14,063.00**