

A G R E E M E N T – D E C E M B E R 4, 2018
GRANTING USE OF SCHOOL PROPERTY

THIS AGREEMENT is entered into this 4th day of December 2018 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 certain classes and programs of an educational and recreational nature, 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 agreed upon by the Governing Board of the District and the League.

2. As consideration for the grant of use and other contract services rendered to be supplied by the District to the League, the League shall reimburse the District for the following sums:

- (a) Contract for administrative and support services rate of \$15,000;
- (b) A facilities use fee of \$15.00 per day per class room and/or specialty room used by the League for custodian and maintenance services;
- (c) Contract for technology support rate of \$10,000;
- (d) The amount required for copying costs supplied by the District, but not to exceed \$2000.00.
- (e) The cost of the Health Clerk at the 1-6 school site, shared evenly between LCUSD and the League, not to exceed \$900 each.

If for any reason the League's net income (before making any of the above payments) from the 2019 Summer School Program is not sufficient to make those payments, the District will reduce them accordingly, so that in no event shall the aggregate of such payments exceed the League's net income.

3. The League shall have the sole and absolute authority and discretion to hire, to terminate and to determine the commercially reasonable salaries, hours of work and duties of the persons employed by the League to conduct the classes and programs.

4. The District shall cause each of the Summer School Administrators (or his duly authorized substitute) of the schools who render services under this Agreement to perform those services during all business hours at his or her assigned facility while the same are in operation by the League.

5. The League may cancel a class or program as necessitated due to hiring constraints or in case of insufficient enrollment.

6. The League may determine the minimum and maximum numbers of persons to be enrolled in any class or program.

7. The League and the District shall notify each other immediately of any changes that affect the Summer School program.

8. The League shall procure an appropriate policy of Workers' Compensation Insurance covering all persons employed and all volunteers utilized by the League in conducting classes and programs under this Agreement who are required by law to be covered by Workers' Compensation Insurance.

9. The District property forming the subject matter of this Agreement 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.

10. The District shall provide and pay for all utilities and custodial services. 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.

11. 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 will also include the League as an insured party on its policy and provide the League with a certificate of such insurance for coverage not less than \$1,000,000.00.

12. 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.

13. 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 League. The purpose of the pre-inspection is to determine the items of personal property on the premises and their condition, and the purpose of the post-inspection is to determine if all items of personal property have been returned and what repairs or replacements, if any, need to be made by the League. Theft or vandalism which occurs other than during the hours of use by the League shall not be the responsibility of the League. Repairs and maintenance required due to normal wear or tear from school usage shall not be the responsibility of the League.

14. The League shall not assign its rights or privileges under the 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.

15. The District agrees not to distribute information regarding the program without approval of the League.

16. All tuition and any other sums received by the League pursuant to this Agreement shall be held and administered by the League strictly in accordance with the terms hereof. All other funds received by the League shall remain its sole property and shall be held, administered and distributed by the League at its sole and absolute discretion.

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 or 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® 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 Sinnette, Superintendent

By _____
Kaitzer Puglia,, LCUSD Board President

Assistance League® of Flintridge

By _____
Julie Crum, President

By _____
Carol Pollock, Recording Secretary