

AGREEMENT
FOR USE OF SCHOOL PROPERTY
BETWEEN THE
BEVERLY HILLS UNIFIED SCHOOL DISTRICT
AND
THE BEVERLY HILLS EDUCATION FOUNDATION

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

THIS AGREEMENT FOR USE OF SCHOOL PROPERTY ("Agreement") is made and entered into this 17th day of January, 2018, by and between the BEVERLY HILLS UNIFIED SCHOOL DISTRICT, hereinafter referred to as the DISTRICT, and the BEVERLY HILLS EDUCATION FOUNDATION, hereinafter referred to as BHEF.

W I T N E S S E T H

WHEREAS, pursuant to Sections 39470, 39530, 40040, 40041, 318130 and 38131 et seq. of the California Educational 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, BHEF desires to conduct such educational programs in the public interest on a non-profit basis as more particularly described on Schedule "B" attached hereto and incorporated herein by reference (collectively, the "Summer Programs"), and

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

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

The District does hereby grant BHEF use of the buildings and facilities more particularly set forth in Schedule "A" to be attached hereto and be made a part of this Agreement for the term hereafter specified. BHEF shall use the granted premises only for the purpose of conducting the Summer Programs. BHEF will charge tuition, fees, and other sums to persons who enroll, and the amounts to be charged shall be at the sole discretion of BHEF. No use shall be inconsistent with use of the property by the District for school 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 (Schedule "A")

BHEF shall pay to the District a flat fee of \$35,000 for the use of the facilities, equipment, and materials at Beverly Hills High School and one K-8 School (site to be determined at a future date) owned by the District and used by BHEF for the Summer Programs from the time period of June 1, 2018 through August 10, 2018 as established as follows:

- All necessary Classrooms, Labs, Science, Computer or Art Classrooms.

- All necessary Textbooks.
- All necessary field, gym and playground space.
- Any facilities not specifically identified herein shall be included in the fee if reasonably necessary to conduct the BHEF Summer Programs.

The charges represent sufficient use fees to cover the costs of, facility utilization, including restrooms, and utilities. BHEF will determine the minimum number of persons to be enrolled in any class or program and may cancel a class or program in case of insufficient enrollment.

II. BHEF's RESPONSIBILITIES

BHEF shall be responsible for operating the Summer Programs.

BHEF shall be solely responsible for administering the Summer Programs including but not limited to forming and/or canceling classes, and collecting its tuition and other fees. All teachers and staff shall be selected solely by BHEF, and said persons shall be subject solely to its direction, control, compensation, and discharge. To the extent feasible, BHEF will give preference to qualified teachers currently employed by the District in staffing BHEF's Summer Programs. BHEF shall pay the salaries for all personnel and 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.

III. ACADEMIC CREDIT

The District shall grant students in BHEF classes full credit for summer school courses successfully completed as determined by the teacher of record. Said credit is based on BHEF classes having followed the District curriculum and California state standards and because BHEF is WASC accredited.

IV. INSURANCE REQUIREMENTS

Without limiting BHEF's indemnification of the District, BHEF shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the District and evidence of such programs satisfactory to the District shall be delivered to the District on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that the District is to be given written notice at least 30 days in advance any modification or termination of any program of insurance.

- General Liability – A program including, but not limited to, comprehensive general liability, endorsed for contractual liability coverage, with a combined single limit of not less than \$1,000,000 per occurrence and extended coverage ("umbrella") of \$10,000,000. Such insurance shall be primary to and not contributing with any other insurance

maintained by the District and shall name the District, its officers, agents, and employees as an Additional Insured.

- Workers' Compensation – A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California and which specifically covers all persons providing services by or on behalf of the Foundation and all risks to such persons under this agreement.

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 BHEF. 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 BHEF. Repairs and maintenance required, due to normal wear or tear from school usages, shall not be the responsibility of BHEF, Theft or vandalism, which occurs other than during the hours of use by BHEF, shall not be the responsibility of BHEF.

VI. ASSIGNMENT OF AGREEMENT

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

VII. INDEMNIFICATION AND HOLD HARMLESS CLAUSE

Each party to this Agreement agrees to and does hereby indemnify and hold harmless the other party, its officers, agents, and employees, with respect to any liability or claim of liability arising out of or resulting from the sole negligence, willful misconduct, or the unilateral and sole action of one party, its officers, agents, employees, or independent contractors ("Claims").

Each party, at its own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the other, its respective officers, agents, or employees in respect of any such Claims, and shall pay or satisfy any judgment that may be rendered against the indemnified party, its officers, agents or employees in any action, suit or other proceedings as a result hereof.

VIII. TERM OF AGREEMENT

This Agreement is effective for the period beginning June 1, 2018 and ending August 10, 2018. Classes will be offered weekly, Monday through Friday from 8:00 am through 1:20 pm. Sports classes will be held Monday through Friday from 6:00 am through 8:00 pm. No classes will be held on July 4 - 6, 2018.

IX. MISCELLANEOUS PROVISIONS

It is mutually agreed that the District has absolutely no authority of any kind concerning any matter, cause, or action whatsoever in connection with BHEF, that has not been specified in this Agreement. Nothing contained in this Agreement shall be construed as constituting the BHEF as a partner, employee, or agent of the District. Changes and/or modifications to this Agreement may be made by mutual written agreement of official representative of the District and BHEF.

X. NOTICES

All notices given by the District to BHEF or by BHEF 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:

BEVERLY HILLS UNIFIED SCHOOL DISTRICT
c/o La Tanya Kirk Carter Chief Administrative Officer
255 South Lasky Drive
Beverly Hills, CA 90212

(b) Notices to the Foundation:

BEVERLY HILLS EDUCATION FOUNDATION
255 South Lasky Drive
Beverly Hills, CA 90212

BEVERLY HILLS UNIFIED
SCHOOL DISTRICT

By: _____

Name and Title

Date of Board Approval: _____

BEVERLY HILLS
EDUCATION FOUNDATION

By: _____
Cindy Trost,
President