

**LAS VIRGENES UNIFIED SCHOOL DISTRICT**  
**LONG TERM FACILITY USE PERMIT**  
**City of Calabasas Little Learners**  
**Amends and Extends Agreement**  
**for 2021/22, 2022/23 and 2023/24**

This agreement is made and entered into on the date hereinafter set forth by and between the Las Virgenes Unified School District, hereinafter referred to as "School District" and, the **City of Calabasas** hereinafter referred to as "Facility User". This amended agreement supersedes any previously executed agreements between the School District and Facility User for a before and after school program operated at Lupin Hill Elementary School. For and in consideration of their mutual promises, obligations assumed, releases given, payments made and to be made, performance given and to be given, and the other considerations contained, the parties hereto agree as follows:

1. Type of Program: Before and After School Program known as Little Learners operated by the City of Calabasas.
2. Dates, Days and Times: Full Use.
3. Location of Use: Lupin Hill Elementary School, 26210 Adamor Road, Calabasas, CA 91302, upon which School District provides and maintains three portable classroom units which shall be allocated for use by the City of Calabasas Little Learners program. Facility User shall have shared use of the campus black top when school is not in session. School District shall ensure that use by any outside organizations will not impede the Facility User's access.
4. Care and Maintenance of the Restrooms: The Facility User shall assume responsibility for routine cleaning of the playground restrooms at the end of each day of use. Restroom facilities must be cleaned, closed and locked at the conclusion of Facility User daily operations.
5. Care and Maintenance of School District Facilities:

The Facility User is fully responsible for cleaning the facilities provided.

School District facilities are taken on an "as is" basis. The Facility User shall exercise reasonable care in the use of all School District buildings, grounds, equipment, supplies, and internal furnishings. Equipment, audio visual, computers, and other ancillary items located within the facility and/or classrooms are not to be used at any time unless specifically provided for as part of this agreement. The Facility User guarantees that they will provide adequate supervision to insure that the use of all School District buildings, grounds, furnishings, etc. by participants in the program are done so in a way to prevent the possibility of damage or detriment to the buildings, grounds, furnishings, etc., and thereby reducing the level of additional cleaning and maintenance which might otherwise be required.

The Facility User will reimburse the School District for any School District facility or items damaged as a result of their usage by Facility User upon notification by School District. Notification by School District will include costs of the damage repair. Reimbursement by Facility User to School District for facility item damage will occur within 30 days of written notification by School District of such damage. Failure to do so will result in penalty charges of 10% of costs incurred.

The Facility User shall be responsible for cleaning and/or disinfecting all touch points in common use areas should the Covid-19 pandemic continue during the term of this agreement. Facility User shall abide by any restrictions added to use of the facilities as communicated by either the District or by the Principal.

6. Adherence to School Rules: the Facility User must comply with directions listed below as well as written and verbal directions of school site staff members as to use of the facilities.

This includes but shall not be limited to:

- a. The Facility User will ensure that children are not allowed in any rooms at any time without adult supervision.
- b. Use and/or presence of alcohol, tobacco or any illegal substance are forbidden AT ALL TIMES AT ALL SITES.
- c. All food or beverages must be stored in tightly sealed containers (not cardboard).
- d. In those classrooms with white boards, Facility User will provide their own non-permanent markers.
- e. Facility User understands that the school district has the right to cancel any of the listed dates of use on 24 hour notice should it conflict with a school activity or program. An alternate day or credit will be provided if cancellation occurs less than five days before the affected date. No credit is available if the facility user is given give or more days notice of the cancellation.
- f. The Facility User will reimburse the school district for any items damaged in the classrooms or on the campus as a result of their usage within 30 days of notification of such damage.
- g. The Facility User will ensure that no one enters any other internal building areas that are not part of this agreement (i.e. internal hallways or other classrooms).
- h. The Facility User will provide the both the school site principal and the School District official responsible for Facility User program oversight with current and updated emergency contact numbers for appropriate personnel.
- i. The Facility User will assume full responsibility for providing participants with pertinent information regarding their programs and applicable school rules.
- j. The Facility User will comply with site rules on manner and method of entering facilities, use of ancillary facilities (bathrooms, outdoor area, etc.) and available parking areas (Note: facility users may be asked to avoid parking in certain areas in order to maximize the impact either on surrounding community or within the school campus).
- k. The Facility User shall comply with the School District's recycling program goals by providing the appropriate training and receptacles for trash/ and recycling collection for their program usage.
- l. The Facility User may install a telephone at their sole cost at a mutually agreed to location. Prior written approval by the School District official responsible for Facility User program oversight is required.

- m. The Facility User is required to turn off lights and HVAC when space is not occupied. Failure to do so will result in penalty charges of costs incurred, plus 10%.
- n. The Facility User understands there is no outside advertising allowed on district premises.

7. Placement of Non-District Storage/Equipment on Site: Facility User may not place any storage containers or non-district equipment without the expressed written permission of both the school site principal and the School District official responsible for the Facility User program oversight. Requests for placement of such facilities must be made in writing by Facility User with a diagram indicating what and where it is to be placed, as well as a detailed description of the type of container and/or its construction. The School District makes no warranties or assurances that Facility User will be allowed to place non-district storage/equipment on site. Each request will be taken on a case-by-case basis. Facility User's existing storage shed has been approved by the District

8. Licensing: Facility User will maintain necessary licensing to operate the child care, enrichment or park and recreation programs on the School District's site. A valid permit must accompany the Facility User at all times. Facility User shall provide a copy of the permit to the School District.

9. Signage: Facility User, at Facility User's sole cost and expense, will be allowed signage limited to one (1) monument sign, no larger than a 2' x 3'. The monument sign and placement of all signs must be approved by the School District official responsible for the Facility User program oversight in writing in advance of installation. All plans for signage shall be mutually agreed upon with the School District and shall comply with any applicable requirements set forth by the Cities of Calabasas and Agoura Hills, as applicable.

10. Advertisement. All advertisement and enrollment literature/communications shall note that Facility User is independent and not affiliated with Las Virgenes Unified School District.

11. Removal of Buildings/Storage Containers: In the event that the Facility User removes Facility User owned storage/equipment containers from the site, the Facility User, at its own expense, shall return the area(s) to its previous safe useable condition(s). Reasonable notice of said work shall be provided to both the School District official responsible for the Facility User program oversight and the site principal in writing. All utility connections will be secured properly and in compliance with all applicable safety and building code regulations, and shall be inspected and approved by School District. Failure to do so will result in penalty charges of costs to return the area to its previous condition, plus 10%.

Upon the end of the term (including applicable extensions/renewals) of the Facility Use Permit, Facility User, at Facility User's sole cost and expense, shall remove the Facility User any non-district storage/equipment containers from the site and shall return the area(s) to its previous safe useable condition. All utility connections will be secured properly and in compliance with all applicable safety and building code regulations, and shall be inspected and approved by School District. Failure to do so will result in penalty charges of costs to return the area to its previous condition, plus 10%.

12. Hold Harmless/Indemnification: It is recognized that the Facility User is responsible for hiring, training, and supervising any and all personnel involved in providing their program.

Liability from or associated with the conduct of the program offered by the Facility User shall be the sole responsibility of the Facility User. The Facility User hereby releases and discharges the School District, its officers, board members, employees, agents, servants, and volunteers from any and all liability rising out of or in connection with the programs, activities, and/or all liabilities associated with any and all claims related to such activities, programs or liabilities that may be filed. For the purposes of this agreement, liability means all claims, demands, losses, causes of action, suits, or judgments of any and every kind that the Facility User may have against the School District or any other person or entity may have against the School District because of any death, personal injury, or illness, or because of any loss or damage to property that occurs during or as a result of the above described activity/program and that results from any cause other than the direct negligence of the School District.

13. Insurance requirements: In order to protect against liability and loss as described above, the Facility User shall secure, carry, and maintain at all times during the term of this agreement, public liability and property damage insurance adequate to protect against such losses. Insurance shall be from an insurance carrier licensed to do business in the State of California.

Facility User shall provide to the School District a Certificate of Insurance evidencing the existence of a comprehensive general liability and property damage liability insurance policy prior to the use of the Facility with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and an endorsement naming the School District as additional insured. The insurance shall include, but not be limited to, personal injury liability, broad form property damage liability, blanket contractual liability and products liability. The additional covered party/insured endorsement must be in the form of an Endorsement (Rider) attached to the organization's Certificate of Insurance whereby Las Virgenes Unified School District, its governing board, officers, employees, agents and volunteers are named as additional insured under Facility User's liability insurance. Insurance must be primary and non-contributory, include a waiver of subrogation, and include a 30-day notice of intent to cancel, non-renew or material change endorsement. Proof of insurance shall be submitted annually to the School District by June 30<sup>th</sup> of each year.

Facility User shall provide proof of automobile liability insurance of not less than \$1,000,000 for each occupant for bodily injury and property damage claims. Automobile insurance must include owned, hired and non-owned automobile insurance.

Facility User shall provide proof of workers' compensation insurance as required by State Law covering all their employees.

Facility User shall provide proof of sexual abuse/molestation coverage for not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. If Sexual Molestation and Abuse Liability coverage is included in the Commercial General Liability of Facility User the policy shall not contain a sub-limit of insurance that reduces coverage to limits less than required above. Sexual Abuse and Molestation Insurance shall cover bodily injury, emotional distress, or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse. District must be named as additional insured. The coverage must contain a severability of interests/cross liability clause or language stating that Facility User's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the

insurer's liability. If the Sexual Molestation and Abuse Liability coverage is written on a "claims-made" basis, the following shall apply: the retroactive date must be shown, and precede the date of Agreement or the beginning of the Agreement services; insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the Agreement services; if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, Facility User must purchase an extended period of coverage for a minimum of three (3) years after completion of the Agreement services.

School District reserves the right to require additional lines of coverage.

14. Fees and Charges: For the use of facilities including utilities and restroom paper products, Facility User shall pay School District one thousand four hundred fifty six dollars and fifty six cents (\$1,456.56) monthly beginning July 1, 2021 through June 30, 2022.

<u>School Year</u>	<u>Monthly Rent</u>
<u>2021-22</u>	<u>\$1,456.56</u>
<u>2022-23</u>	<u>\$1,485.69</u>
<u>2023-24</u>	<u>\$1,515.41</u>

A 2% annual increase shall begin July 2022, and take effect in July of each subsequent year for the entire term of the Long-Term Facility Use Permit, including any extensions/renewals. All additional use (weekend & other) shall be billed at the School District Tier III Non-Profit rate.

There is no guarantee of access to the school property if the School District closes due to an emergency situation. Facility User shall honor any closure request made by the School District.

15. Method of Payment: Payments may be made by check or money order, payable to Las Virgenes Unified School District and are due the first of the month. Failure to do so will result in penalty charges of 10% if more than 30 days late.

16. Meetings with Site Principal: Facility User agrees to meet with the site principal prior to the start of each school each year, and as requested, to discuss schedules and programs.

17. Term: This agreement will remain in force for three (3) years beginning July 1, 2021 - June 30, 2024. The parties shall meet not less than three (3) months prior to expiration to determine the need or desire to extend this agreement. Agreement will not be arbitrarily withheld, and will be based solely on the educational needs at the site.

18. Mandatory Reporter Requirements: Licensee acknowledges and understands that, pursuant to California Penal Code Section 11165.7, employees and agents of Licensee and any sublicensee whose duties under the Scope of Work include contact and supervision of children are mandatory reporters of known or suspected instances of child abuse or neglect. Licensee will ensure that employees or agents of Licensee and any sublicensee who are mandatory reporters will take a Child Abuse Mandated Reporter Educators Training within six weeks of hire and annually thereafter within the first six weeks of each school year. Licensee agrees to make this training available to each mandatory reporter. Licensee will ensure that each employee or agent of

Licensee and any sublicensee who is a mandatory reporter will sign an acknowledgement form, which shall be retained by the Facility User.

19. Live Screen Criminal Background Check Requirements: Licensee, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or District policy, will conduct all required criminal background checks. If required by EC section 45125.1, Licensee must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Licensee's employees, or those of any other sublicensees, who are anticipated to come into contact with the District's students. Licensee further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and Licensee will comply with any such requirements. Licensee further acknowledges and agrees that no Licensee or sublicensee employees, agents or representatives shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Notwithstanding anything to the contrary herein, if Licensee is an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of the District to prepare and submit that individual's fingerprints to the Department of Justice.

20. Unsupervised Contact: "Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct District supervision. As required by District policy, Licensee shall ensure that Licensee, any sublicensees [of all tiers], and their officers, employees, and agents will have no direct, unsupervised contact with students while on District property. Licensee will work with District to ensure compliance with this requirement. If Licensee is unable to ensure through a security plan that none of its officers, employees, or agents, or those of its sublicensees, will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Licensee shall notify District before beginning any work that could result in such contact. In addition to any Live Screen Criminal Background Check Requirements as set forth above, Licensee authorizes District, at its discretion, to obtain information about Licensee and its history and to independently conduct its own criminal background check, including fingerprinting, of any Licensee officers, employees, or agents who may have unsupervised contact with students. Licensee shall cause its employees and/or sublicensees, if any, to authorize District to conduct these background checks. Unless otherwise required by law, Licensee shall pay all fees for processing the background check. District may deduct the cost of such fees from a progress or final payment to Licensee under this Agreement, unless Licensee elects to pay such fees directly.

21. Cancellation: The term of this agreement shall be for the 2021-22, 2022-23 and the 2023-24 school years, subject to renewal with a 2% increase on rent annually. The Facility User understands and agrees that this permit may be canceled for no cause by either party with one semester's notice. The District may cancel at any time during the school year should it be determined that there has been unacceptable use of facilities and/or district materials.

22. Assignment: It is understood that this agreement is entered into with Facility User and may not be assigned or subleased to any other party.

23. Severability: If any provision of this contract is deemed to be void or voidable, the remaining provisions shall still be in effect.

*[Handwritten Signature]*

SIGNATURE

SIGNATURE

SIGNATURE

SIGNATURE

*Kindan Meik, City Manager*

NAME  
FACILITY USER  
CITY OF CALABASAS  
100 CIVIC CENTER WAY  
CALABASAS, CA 91302

NAME  
LAS VIRGENES UNIFIED  
SCHOOL DISTRICT  
4111 LAS VIRGENES ROAD  
CALABASAS, CA 91302

DATE

DATE

**AMENDMENT No. #1 TO PROFESSIONAL SERVICES AGREEMENT**  
(City of Calabasas and Little Learners, LLC)

This Amendment No. #1 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 23rd day of June, 2021 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (“City”) and Little Learners, LLC, PO Box 9164, Calabasas, CA 91302 (“Consultant”).

This Amendment modifies the original Agreement between the “City” and the “Consultant” dated February 8, 2017 in the following fashion:

- A. City and Consultant desire to amend the Agreement by modifying section 3, subsection (c) – Expiration Date of the Agreement to read as follows:

c. “Expiration Date”: June 30, 2024.

Section 4 of the Agreement is also amended to incorporate the new Expiration Date.

- B. City and Consultant desire to amend the Agreement by modifying section 6.2 – Compensation to read as follows:

6.2 Consultant shall pay the Las Virgenes Unified School District a monthly rental fee (Facility User Fee) as set forth in Exhibit C, or as otherwise may be agreed between Consultant and Las Virgenes Unified School District, due on the fifteenth (15<sup>th</sup>) of the month for the current month’s use of De Anza Park and the Lupin Hill Elementary School Portable. Consultant shall pay the fees outlined in Section 14 of Exhibit C and use the method of payment in Section 15 of Exhibit C.

- C. City and Consultant desire to amend the Agreement by attaching the facility use agreement between the City and the Las Virgenes Unified School District as Exhibit C, incorporated herein by reference as if set forth herein in full.



**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**“City”  
City of Calabasas**

By: \_\_\_\_\_

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

**Little Learners, LLC**

By: Bridget Nelson  
Bridget Nelson

Date: 6/11/2021

Attest:

By: \_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

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

Approved as to form:

By: \_\_\_\_\_  
Scott H. Howard, City Attorney

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