

# Newhall School District

## Memorandum of Understanding

The following is a Memorandum of Understanding (MOU) between the Newhall School District (NSD) and the Santa Clarita Valley Education Foundation (SCVEF).

SCVEF will create partnerships between businesses in schools and promote and contribute to quality education by the public K-12 schools in the Santa Clarita Valley.

SCVEF will schedule events and work with volunteers and community members to accomplish its goals. SCVEF shall ensure that professional liability insurance coverage has been provided by any consultant working under the auspices of SCVEF.

While services to public school children in the Santa Clarita Valley are the first priority, SCVEF will provide services based upon need and available resources of SCVEF and the NSD site.

SCVEF may use the facility for regularly scheduled meetings such as Board meetings, Committee meetings, or for volunteer gatherings. Hours of operation will be based upon available SCVEF resources and funding and shall be posted on the SCVEF website and on the office door at the 24607 N. Walnut Street location. The office will be open as needed with hours estimated to be Monday thru Friday from 8:30am to 5:00pm and occasionally on Saturdays.

The SCVEF shall provide a \$1,000,000 per occurrence liability certificate of insurance once this MOU is fully executed naming NSD as additional insured. SCVEF by signing this MOU agrees to all provisions set forth in the Facility Use Application.

### Hold Harmless:

SCVEF agrees to defend, indemnify, and hold harmless the NSD(District), its officers, agents, employees, and volunteers from any and all loss, costs, and expense, including legal fees, or other obligations or claims, arising out of any liability or claim of liability for personal injury, bodily injury to persons or damage to property or any other loss, sustained or claimed to have been sustained arising of activities of the SCVEF or those of any of its officer, agents, or employees, whether such act it authorized by this Agreement or not; and SCVEF shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any personal property of SCVEF placed on the premises. SCVEF further agrees to waive all rights of subrogation against the District. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and volunteers.

### Insurance Requirements:

1. Commercial General Liability- \$1,000,000 combined single limit per occurrence and \$1,000,000 aggregate for bodily injury, personal injury and property damage.
2. Workers Compensation- Statutory Workers Compensation limits as required by the Labor Code of the State of California or SCVEF's current limits, whichever is greater.
3. Cancellation – Coverage shall not be cancelled nor its limits reduced except after thirty (30) days prior written notice has been given to the District.
4. Additional Insured – The District, its Board members, officers, officials, employees, agents, and volunteers are to be named as additional insured. The District must be named on the Certificate of Insurance Endorsements as "additional insured" (Commercial GL).

5. Evidence of Insurance- Prior to commencing work, the Contractor must provide to the District a Certificate of Insurance evidencing compliance with all insurance requirements.

NSD will provide SCVEF an office located at Newhall School, 24607 N. Walnut Street, Newhall, California 91321 where the Newhall community has direct access to SCVEF, yet is separated from the school community. The NSD shall provide utility services including water, power, and waste disposal. SCVEF is responsible for acquiring and operating their own custodial services and securing telecommunications services (phone, fax, and internet) at their own cost. SCVEF shall notify the NSD Director of Facilities if there are any problems regarding the use of NSD facilities.

Rent for said facility will be \$275 per month for the duration of this MOU. Rent is due the 1<sup>st</sup> day of every calendar month and is to be mailed/delivered to:

Newhall School District  
Attn: Business Services  
25375 Orchard Village Road  
Santa Clarita, CA 91355

Notices to SCVEF shall be delivered as follows:

SCV Education Foundation  
Attn: James S. Backer, President  
27651 Lincoln Place  
Santa Clarita, CA 91387  
E-mail: [jbacker@jsbdev.com](mailto:jbacker@jsbdev.com)

With copy to:  
Jackie Hartmann, Executive Director  
E-mail: [jackie@scveducationfoundation.org](mailto:jackie@scveducationfoundation.org)

NSD is not responsible for any loss, damage, theft, vandalism that may take place in space occupied by SCVEF.

NSD is responsible for basic maintenance of the aforementioned office space.

This MOU may be terminated by either party during the term of the MOU by providing 60 days prior written notice.

This MOU is entered into this 1st day of July 2020 and expires on June 30, 2021. SCVEF may request an additional term renewal with 30 days minimum notice. NSD may grant the renewal at its sole discretion.

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Sheri Staszewski  
Assistant Sup't., Business Services  
Newhall School District

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James S. Backer  
President  
SCV Education Foundation