K12 ARTS EDUCATION OUTREACH PROGRAM AGREEMENT

BETWEEN
SANTA CLARITA COMMUNITY COLLEGE DISTRICT
AND
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT
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K-12 ARTS EDUCATION OUTREACH PROGRAM AGREEMENT

This K-12 Arts Education Outreach Program Agreement ("Agreement") between SANTA CLARITA COMMUNITY COLLEGE DISTRICT ("College"), a California community college district and political subdivision of the State of California, and WILLIAM S. HART UNION HIGH SCHOOL DISTRICT ("School District"), a California public school district. College and School District are also referred to collectively as the “Parties” and individually as “Party.”

A. California Education Code section 10900 et seq. authorizes the governing bodies of school districts and other local public agencies to cooperate with each other to organize, promote, and conduct community recreational and educational programs.

B. The Parties are both public educational institutions organized and operating in accordance with the laws of the State of California. The Parties desire to cooperate with each other and other school districts in and around the City of Santa Clarita to organize, promote, and conduct the K-12 Arts Education Outreach Program including the College’s PAC K-12 Arts Education Program ("Outreach Program"), a community recreation program that exposes students to visual and performing arts, programs, performances, events, and other related activities while collaborating with teachers and administrators in local school districts to support an enhanced arts education curriculum and a variety of unique arts education opportunities. The Outreach Program is intended to augment, not replace, existing arts education programs of the school districts.

C. By this Agreement, the Parties desire to set forth the terms and conditions upon which they will cooperate with each other and other local school districts to promote and carry out the purposes of the Outreach Program.

THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties’ signatures below, the Parties agree as provided in this Agreement.

ARTICLE 1. SCOPE OF AGREEMENT.

The Parties shall cooperate and collaborate with each other to provide and/or to obtain funding for, and participate, in visual and performing arts, programs, performances, events, and other related activities.

Section 1.1 Description of Facilities.

The Parties shall make facilities available to meet the needs of the Outreach Program ("Outreach Program Facilities"). The Parties shall designate the specific facilities that will be used for each Outreach Program as mutually agreed upon and as cited in separate Participation Forms (see section 1.3). A list of school sites which may be used for the Outreach Program is attached hereto as Attachment "B", but other locations, including third party facilities, may be used as mutually agreed and as cited in the applicable Participation Agreement. The Parties agree that use of the Outreach Program Facilities is subject to the consent of the Party providing the facilities. The specific facilities designated as Outreach Program Facilities may be changed through written notification at the sole discretion of the facility owner. If a specific program or event is scheduled to be conducted in a specific facility, the Parties shall not change the location of the event unless extenuating circumstances occur. If facilities designated for a specific event or program cannot be used, the owning Party shall provide alternate facilities that are adequate for the purposes of the scheduled event.

1.1.1 School District shall utilize the College’s Outreach Program Facilities for no purpose other than Outreach Program events or programs. College shall utilize the School District Facilities for no purpose other than Outreach Program events or programs.

1.1.2 Any use of the Outreach Program Facilities shall be in conformance with Federal and State law as well as School District and College administrative regulations, ordinances, and policies.
1.1.3 Use of the Outreach Program Facilities shall be in such a manner as not to interfere with the normal use of facilities.

1.1.4 Use of the Outreach Program Facilities is subject to the written consent of the Party owning the facility. Each Party reserves the right to deny access or use of its facilities for any reason without penalty. If a specific facility is designated for a specific event, the owning Party shall not deny access unless extenuating circumstances occur.

Section 1.2 General Scope of the Agreement.

The parties shall collaborate to offer a variety of opportunities including, but not limited to:

i. Utilizing the College’s resources, including but not limited to students, staff and facilities, to host events that expose School District’s students to visiting artist performers.

ii. Promoting arts education teaching and learning strategies in a variety of settings, including but not limited to workshops, artist classroom visits, special presentations, mentor program and various teaching/learning community partnerships.

Section 1.3 Individual Activities.

The specific terms and conditions of each individual program or event conducted pursuant to this Agreement shall be defined in a separate written agreement (“Participation Form”). Each individual Participation Form will particularize and more fully describe each individual program or event to be conducted pursuant to the terms of this Agreement; provided that, the parties shall continue to be governed by the terms of this Agreement plus the specific additional terms and conditions set forth and described in the Participation Forms. The Participation Forms may be in the form of the Outreach Program Participation Form, attached hereto as Exhibit A, however the College reserves the right to utilize a different Participation Form as it sees fit on a case by case basis. The Participation Form is intended to provide information on each specific program that may include, but not be limited to, the following:

i. Program Information:
ii. Program Fee and Payment.
iii. Transportation Arrangement and Cost
iv. Pick-Up and Drop-Off
v. Number of Attendees
vi. Responsible Staff
vii. Cancellation and Refund
viii. Approval and Signatures
ix. Background check certification

If any of the terms or conditions of the Participation Form conflicts with the terms or conditions of this Agreement, the Agreement shall be controlling. Each Participation Form must be separately signed and agreed to before implementation. Each Participation Form shall be incorporated into this Agreement as an addendum. The College’s authorized representatives or designees may execute the Participation Form without the need for further action and/or approval by the College’s Governing Board. Upon execution, each Participation Form shall be held on file by K-12 Arts Education Outreach Office at the College.

Section 1.4 PTA Involvement.

In the event PTA participates in the Outreach Program, School District may authorize PTA to use School District facilities pursuant to the terms of this Agreement. School District shall take appropriate steps to ensure that the PTA complies with the terms and conditions of this Agreement including, but not limited to, the joint responsibility requirements of section 2.3, the insurance requirements of sections 6.1 and 6.2, and the indemnity requirements of Section 7.1. PTA may utilize School District staff and equipment as agreed. College shall not be bound by any agreements between PTA and School District and School District shall have no right to grant PTA access to any College facilities, equipment or personnel.
ARTICLE 2. DUTIES AND OBLIGATIONS.

Section 2.1 College Responsibilities.

The College, through its Performing Arts Center ("PAC"), will be the lead agency, coordinating with School District to offer a variety of opportunities including, but not limited to:

2.1.1 Utilizing College's resources, including but not limited to students, staff and facilities, to host events that expose School District's students to visiting artists and performers.

2.1.2 Promoting arts education teaching and learning strategies in a variety of settings, including but not limited to workshops, artist classroom visits, special presentations, mentor programs, and various teaching and learning community partnerships.

2.1.3 College's responsibilities shall be defined in Participation Forms as set forth in section 1.3 above. Nothing in this Agreement shall be construed as an obligation on the College to provide any services or opportunities under this Agreement. All programs and activities established pursuant to this Agreement are subject to the procurement of adequate funding. If College does not receive adequate funding it may cancel any scheduled program or event or elect to refrain from holding any programs or events pursuant to this Agreement until funding becomes available.

2.1.4 School District shall set forth any and all requirements applicable to school districts in the Participation Forms. College shall not be responsible for compliance with any rules or regulations applicable to school districts that are not expressly incorporated into this Agreement or the applicable Participation Form.

2.1.5 Fingerprinting. Education Code section 45125.1 requires school districts to obtain the fingerprints of individuals who: 1) enter school district facilities to provide contractual services to the school and 2) may have more than limited contact with students. The school district must receive confirmation from the Department of Justice that these individuals have not been convicted of a serious or violent felony before they are allowed to enter school district campuses.

If any program under this Agreement requires College employees or any employees of outside agencies hired by School District or College ("Non-School District Employees") to enter School District's campus or property, the School District shall determine if Non-School District Employees will have more than limited contact with School District students. In determining whether Non-School District Employees will have more than limited contact with School District students, School District shall consider the totality of the circumstances, including factors such as the length of time that the Non-School District Employees will be on school grounds and whether the Non-School District Employees will be working with students by themselves or with others.

(a) If, after considering the totality of the circumstances, School District determines that Non-School District Employees will have more than limited contact with School District students while on School District property, School District shall take all steps necessary to ensure that all Non-School District Employees involved in the program submit their fingerprints to the Department of Justice and receive background checks in accordance with Education Code section 45125.1. School District shall certify its compliance with Education Code section 45125.1 by signing the appropriate certification in the Participation Form. College shall assist School District in meeting the requirements of Education Code section 45125.1 but shall not be held responsible for failure to meet any of the fingerprinting or background check requirements of Education Code section 45125.1.

(b) If, after considering the totality of the circumstances, School District determines that Non-School
District Employees will have no more than limited contact with School District students while on School District property. School District shall confirm this determination in writing in the Participation form. College shall not be held responsible for this determination or any resulting harm.

2.1.6 Transportation. College may reimburse School District for any transportation costs incurred by School District for the transportation of School District students to and from programs held pursuant to this Agreement. The transportation costs and arrangements shall be mutually agreed upon by both Parties in writing. College shall not be required to enter into any agreements with a transportation company to ensure transportation pursuant to this Agreement.

College shall not be held responsible for any damages or liabilities arising from transportation provided pursuant to this Agreement. School District shall be solely responsible for the supervision of the students during transportation and shall defend, indemnify, and hold harmless College from and against any claims, suits, and/or liability arising out of the transportation of students to and from programs held pursuant to this Agreement in accordance with the indemnity provision herein.

Section 2.2 School District Responsibilities.

School District’s responsibilities in connection with the Outreach Program shall include the following:

2.2.1 Supervision. School District shall ensure that at least one representative, e.g., teacher, administrator, etc., accompany each class whether at College’s facility or at School District’s facility, or other mutually agreed upon third party owned facility, and oversee School District’s respective students at all times during any performances, rehearsals, master classes, assemblies, classroom visits, or other events in connection with the Outreach Program. School District’s representative shall ensure that School District’s students are properly supervised at all times. School District shall be solely responsible for the supervision of the students during participation in the Outreach Program.

2.2.2 Program/Material Content and Appropriateness. School District shall be solely responsible to view or review the content of the program or material to be presented, and evaluate and determine such content’s appropriateness for School District’s students prior to student participation.

Section 2.3 Joint Responsibilities.

2.3.1 Safety. The Parties will use all reasonable efforts to provide a safe environment for students and staff participating in the Outreach Program at their respective facilities. School District shall be responsible to notify the parents of any School District student regarding any accident involving or illness of the student. School District shall be solely responsible for the safety of the students during participation in the Outreach Program and shall defend, indemnify, and hold harmless the College from and against any claims, suits, and/or liability arising out of the student participation in any Outreach Program in accordance with the indemnity provision herein.

2.3.2 Rules and Regulations. All persons entering College’s facilities shall be subject to College’s board policies and administrative procedures. All persons entering School District’s facilities shall be subject to School District’s board policies and administrative regulations. Each Party reserves the right to deny access onto or otherwise lawfully bar any person from entering its respective facilities.

2.3.3 Student Waivers. If an event or program held pursuant to this Agreement requires School District students to enter or use College facilities or other facilities not owned by School District, School District shall be responsible for obtaining and retaining signed copies of an appropriate Waiver and Release of Liability Form ("Waiver Form") which shall include the following language:

I understand that pursuant to California Code of Regulations, Article 13, Section 35330 and Subchapter 5, Section 55220, by participating in the field trip(s)excursion(s), I am deemed by law to have waived any claims against the College for injury, accident, illness or death.
occurring during or by reason of the field trip(s)/excursion(s). I voluntarily elect to participate in this Activity. I agree to assume any and all liability and responsibility for any and all potential risks which may be associated with participation in such Activity or any activities incidental thereto. I hereby voluntarily exempt and relieve, on behalf of myself and my heirs, executors, administrators and assigns, the Santa Clarita Community College District, College of the Canyons, its officers, agents, servants, or employees from any liability or responsibility for any property damage, personal injury, bodily injury, or wrongful death that I might sustain which is incident to and/or associated with preparing for and/or while participating in any activity in any way connected with said Activity, including travel to and from Activity locations, whether same shall arise by the negligence of any of said persons, or otherwise.

If participant is a minor, Parent/Guardian shall sign and attest to the above Waiver. School District shall ensure that all participating students provide a waiver form before participating in any event or program that occurs on, or involves, College facilities or other facilities not owned by School District. The Waiver requirements shall apply whenever a facility that is not owned and operated by the School District is used pursuant to this Agreement, regardless of how the use of the facilities was arranged or funded.

A copy of the Waiver Form to be used by the School District shall be provided to the College upon the execution of this Agreement. The parties may modify the Waiver to include additional conditions as the parties deem appropriate based on the specifics of the program. Any such modifications must be agreed to in writing by both Parties. College shall not be held responsible for any liability or claim resulting from a student’s failure to provide a signed Waiver Form.

2.3.4 Photography/Videotaping Authorization. College may photograph and/or videotape students during the events and programs held pursuant to this Agreement. The Waiver Form shall include language informing Parent/Guardian of the potential for their student to be photographed or videotaped by College. The Waiver shall give Parent/Guardian the option of issuing a written request to exclude their student from any and all videos and photographs taken by College. The Waiver Form must release both Parties from any and all liability resulting from photographing or videotaping student participation in the specific program or event. In addition, the Waiver Form should state the following: “In order to improve the PAC’s programs and services, I understand that from time to time demographic data regarding my son or daughter may be collected. This data is necessary for the evaluation of the programming services and will only be used for evaluative purposes and grant reporting requirements.”

ARTICLE 3. TERM OF AGREEMENT.

Section 3.1 Term of Agreement.

This Agreement shall commence on _________ the (“Effective Date”) and shall continue in full force and effect for five years until and including 07/01/15 (“Term”), unless this Agreement is terminated during the Term as provided below in this Agreement. Nothing herein obligates the College to engage in any programs or events under this Agreement.

Section 3.2 Renewal of Agreement.

Where this Agreement terminates by expiration of the Term, the Parties may mutually agree to renew this Agreement for one successive term of the same duration as the Term. Any renewal must be in writing and signed by both Parties. The successive term shall be governed by the terms of this Agreement unless otherwise agreed by both Parties in writing.
ARTICLE 4. TERMINATION OF AGREEMENT.

Section 4.1 Grounds for Termination.

This Agreement shall terminate upon expiration of the Term. Any termination of this Agreement during the Term shall be in accordance with the following:

4.1.1 Without Cause. Each Party, with or without cause, may terminate this Agreement at any time during the Term of this Agreement upon providing the other Party with at least 30 day written notice before the effective date of termination. If School District gives notice to terminate this Agreement pursuant to this paragraph while an event or program is in progress or is scheduled to occur, School District shall continue to provide services pursuant to this Agreement and shall maintain all responsibilities established in this Agreement and the applicable Participation Form until conclusion of the planned event or program. If College becomes obligated through grant funds or other commitments to provide funding, staff support or other services for a particular program or event, School District may not terminate this Agreement until the funding program or event is concluded.

4.1.2 With Cause. College may terminate this Agreement for cause if School District fails to meet any of the requirements of this Agreement. In the event of termination for cause, School District shall be liable for all damages and costs incurred by College that arise from School District’s failure to meet its responsibilities under this Agreement.

4.1.2 Termination by Mutual Agreement. The Parties may terminate this Agreement by mutual agreement set forth in writing and executed by the Parties.

Section 4.2 Rights and Obligations Upon Termination.

Upon termination of this Agreement, College shall be entitled to receive from School District any payment due under any Participation Form that has been fully executed by the Parties. Unless specifically stated in the Participation Form, School District shall make such due payment to College within 30 days of the effective date of termination of this Agreement.

ARTICLE 5. PAYMENT.

Section 5.1 No Compensation; Expenses.

Unless otherwise set forth expressly in a fully executed Participation Form, the Parties agree that neither Party owes to, or is entitled from, the other Party any compensation under this Agreement. Nothing in this section shall act as a bar to the College for recovery of any damages suffered as a result of School District’s failure to meet its responsibilities under this Agreement nor shall it limit the responsibilities of the Parties under the indemnity provision herein.

Any and all costs associated with an event or program held pursuant to this Agreement shall be paid in accordance with fee schedules or work sheets agreed to and signed by both Parties prior to the commencement of the individual program or event.

Section 5.2 Supplemental Funding By District.

At College’s discretion, and dependent upon available funding, College may reimburse School District, or pay for an event or program held pursuant to this Agreement. School District agrees to provide documentation of payment, e.g., copy of check issued or paid invoice, to College within thirty (30) days after the specified event or program. School District shall immediately return to the District any funds not used for the specified event or program.
Section 5.3 Billing and Records.

School District shall keep records of all services provided and costs billed pursuant to this Agreement for at least four (4) years after termination of this Agreement, and, upon College’s request, shall make the records available for review and audit by College or College’s designee.

Section 5.4 Funding Requirements.

If College uses grant funds, in whole or in part, to pay for any cost incurred under this Agreement, College will provide School District with written notice of any additional requirements under the grant(s), and School District, upon receipt of such written notice, shall comply with all applicable requirements of the grant(s). The requirements will be incorporated into this Agreement and individual Participation Forms as express responsibilities of the School District subject to the terms and conditions herein.

Additional requirements may include all applicable federal regulations and requirements if federal funding is involved. If applicable, School District shall comply with all federal funding requirements established by any federal law, rule or regulation including, but not limited to, the reporting requirements of the American Recovery and Reinvestment Act, if applicable. School District shall also assist College to ensure compliance with all reporting requirements applicable to public agencies. The federal requirements applicable to this Agreement or individual Participation Forms, shall be incorporated into this Agreement as express responsibilities of the School District subject to the terms and conditions herein.

The obligations of this Section shall survive termination of this Agreement.

ARTICLE 6. INSURANCE.

Section 6.1 School District Insurance.

A. School District agrees to maintain, in full force and effect, at School District’s expense, the following insurance coverages:

a. General Liability insurance naming College and the College’s Board of Trustees as an Additional Insured, with limits of not less than Three Million Dollars ($3,000,000) including bodily injury, broad form property damage and the blanket contractual liability, written on an “occurrence” basis;

b. Employer’s Liability with limits of not less than Three Million Dollars ($3,000,000) per occurrence;

c. Workers’ Compensation insurance as required by statutory insurance requirement of the State of California; and

d. Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than Three Million Dollars ($3,000,000).

School District shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the College, which shall be subject to the College’s approval for adequacy of protection. The Certificate of Insurance shall provide thirty (30) days prior written notice of cancellation. Certificates of Insurance and Additional Insured Endorsements must be returned with signed Agreement or no later than ten (10) days prior to the effective date of this Agreement.
B. Notice of Cancellation or Coverage Reduction. The above insurance shall be endorsed to include a written notice to be mailed to College by each insurer no later than 30 days before the effective date of any cancellation, non-renewal, or reduction of coverage of such insurance.

C. Deductible or Self-Insured Retention. Any deductibles or self-insured retentions applicable to the above-required insurance shall be specifically approved by College before their application. School District shall be solely responsible for payment of any deductibles or self-insured retentions for insurance that School District is required to procure under this Agreement.

D. If PTA participates in the Outreach Program, the School District shall take appropriate steps to ensure that it maintains each and every insurance coverage requirement established in section 6.1(A). The insurance requirements of PTA, if any, shall not relieve School District of its insurance requirements and obligations with respect to College pursuant to this Agreement.

Section 6.2 College Insurance.

During the Term of this Agreement, College shall maintain insurance or self-insurance against claims for injuries to persons or damages to property (real and personal, including the structures on College’s property, and any personal property that College owns).

ARTICLE 7. INDEMNITY.

Section 7.1 Indemnity Obligations of Parties.

School District agrees to hold harmless and indemnify College, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorney’s fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by School District, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by College. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

College agrees to hold harmless and indemnify School District, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorney’s fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by College, of its duties and responsibilities under this Agreement, unless such performance or nonperformance occurred at the direction of or was caused by School District. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

If PTA participates in the Outreach Program, the School District shall take appropriate steps to ensure that the PTA executes an agreement to hold harmless and indemnify the College and will cause to be inserted into any agreement with PTA the following provision:

PTA agrees to hold harmless and indemnify College, and its parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorney’s fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of the negligent act or willful misconduct by PTA in its participation in the Outreach Program, unless such performance or nonperformance occurred at the direction of or was
caused by the College. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement.

Section 7.2 Survival of Obligations.

The obligations set forth in this Article shall survive the termination of this Agreement.

ARTICLE 8. ALTERNATIVE DISPUTE RESOLUTION.

Section 8.1 Mediation.

In the event of a dispute between the Parties regarding this Agreement, including the alleged violation, misinterpretation or misapplication of this Agreement, the representatives of each Party shall meet to try, in good faith, to resolve the dispute. If the Parties mutually agree in writing, they may use and retain a mediator to assist them in the resolution of the dispute during the informal meeting. If a mediator is used, each Party shall pay one-half of the mediator’s fees and costs. Each Party shall be responsible for any attorney’s fees and costs that each Party may incur.

Section 8.2 Jurisdiction.

Any suit arising out of or relating to this Agreement shall be brought exclusively in any state or federal court in the State of California, County of Los Angeles.

ARTICLE 9. GENERAL PROVISIONS.

Section 9.1 Entire Agreement and Amendment.

This Agreement constitutes the entire agreement and understanding between the Parties, and is a complete and exclusive statement of the terms of the Parties’ agreement pursuant to Code of Civil Procedure section 1856. This Agreement cannot be modified orally, and is to be modified only by a written instrument executed by the Parties.

Section 9.2 Applicable Law, Venue, and Interpretation.

This Agreement, and the Parties’ rights and obligations, are to be governed by and construed in accordance with California laws. If any action is instituted to enforce or interpret this Agreement, the venue of any such action shall be in the appropriate state or federal court in Los Angeles County, California.

Section 9.3 Severability.

If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such provision was not a part of this Agreement. The remaining provisions shall be construed to preserve the Parties’ intent and purpose in this Agreement, and the Parties shall negotiate in good faith to modify any invalidated provisions to preserve each Party’s anticipated benefits under this Agreement.

Section 9.4 Independent Contractor.
Each Party and its officers, employees, and agents are not officers, employees, or agents of the other Party, and shall not represent or hold out itself or any of its officers, partners, employees, sub-School Districts, or agents to be an agent or employee of the other Party.

Section 9.5 Compliance with Applicable Laws.

In performing each Party’s respective obligations under this Agreement, each Party shall comply with applicable federal and California anti-discrimination laws, as well as all federal, state, and local laws, codes, regulations, and ordinances applicable to this Agreement.

Section 9.6 Notices.

All notices or other communications required or permitted under this Agreement shall be deemed duly given if in writing and delivered personally, sent by a reputable overnight courier services (with package tracking capability), or sent by certified mail, return receipt requested, first class postage prepaid, addressed to the following:

College

Attn: Assistant Superintendent, Vice President, Business Services
Santa Clarita Community College District
26455 Rockwell Canyon Road
Santa Clarita, CA 91365

School District

Attn: Assistant Superintendent, Educational Services
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT
21515 Centre Pointe Parkway
Santa Clarita, CA 91350

A Party may change its/his/her designated representative and/or address for receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

Section 9.7 Binding Effect.

This Agreement is for the benefit of and shall be binding on the Parties and their respective predecessors, successors, governing bodies, principals, officers, employees, agents, representative, and assigns (if such assigns are made in accordance with this Agreement). Nothing in this Agreement creates any contractual relationship between any Party and any third party or gives any third party any claim or right of action against any Party.

Section 9.8 Cumulative Rights and Remedies.

Unless specifically provided in this Agreement, no right or remedy in this Agreement provided to any Party is exclusive of any other remedy or right, and each and every right or remedy shall be cumulative and in addition to any right or remedy provided under this Agreement, or now or hereafter existing at law or in equity.
Section 9.9  Assignment and Transfer.

Neither Party shall assign or transfer any of its rights or obligations under this Agreement, including by operation of law or change of control or merger, without the other Party’s prior written consent.

Section 9.10  Waiver.

Any failure by a Party to comply with any covenant, term, or condition of this Agreement may be waived only in writing by the Party in whose favor a covenant, term, or condition of this Agreement runs.

Section 9.11  Advertising.

A Party shall not use the other Party’s name or logo in any descriptive or promotional literature or communication of any kind without the other Party’s prior written consent.

Section 9.12  Authority to Sign.

Each person signing this Agreement on behalf of a Party represents that he or she is authorized to sign on behalf of, and to commit and bind the Party to this Agreement. Any forms required under this Agreement must be signed by the authorized representative or designee.

Section 9.13  Conflicts in Agreement.

If there are any conflicts or inconsistencies between any of the provisions set forth in this Agreement and the provisions set forth in any other documents that are part of and constitute this Agreement, the conflicts or inconsistencies shall be resolved by giving precedence in the following order: (1) the Agreement, and (2) a fully executed Participation Form.

WILLIAM S. HART UNION HIGH SCHOOL DISTRICT  SANTA CLARITA COMMUNITY COLLEGE DISTRICT

By:  Vicki Engbrecht  By:  Sharlene Coleal
   Signature

   Vicki Engbrecht  Sharlene Coleal
   Print Name  Print Name

   Asst. Supt. Ed. Services  Assistant Superintendent, Vice President, Business
   Title  Services

DATE OF COLLEGE’S BOARD OF TRUSTEES’S APPROVAL: 10-13-10
Exhibit "A"
OUTREACH PROGRAM
PARTICIPATION FORM

Name of School District: WILLIAM S. HART UNION HIGH SCHOOL DISTRICT ("School District")

Note: Each Participation Form shall be held on file by the
K-12 ARTS EDUCATION OUTREACH OFFICE – SANTA CLARITA PERFORMING ARTS CENTER.
26455 Rockwell Canyon Road
Santa Clarita, CA 91355
SAMPLE PARTICIPATION FORM

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</tr>
</thead>
<tbody>
<tr>
<td>Entity to Arrange and Provide:</td>
</tr>
<tr>
<td>School District</td>
</tr>
<tr>
<td>College</td>
</tr>
<tr>
<td>Others (describe):</td>
</tr>
<tr>
<td>Pick-Up and Drop-Off (list locations and times for pick-up and drop-off):</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BACKGROUND CHECK CERTIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>School District certifies one of the following statements:</td>
</tr>
<tr>
<td>□ School District has determined that College employees or any employees of outside agencies hired by School District or College (&quot;Non-School District Employees&quot;) may have more than limited contact with School District students while on School District property. Pursuant to Education Code Section 45125.1, School District has conducted criminal background checks, through the California Department of Justice, of all Non-School District Employees providing services pursuant to the AGREEMENT and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c)</td>
</tr>
<tr>
<td>Initials of School District authorized representative</td>
</tr>
</tbody>
</table>

|   □ School District confirms that Non-School District Employees will have no more than limited contact with students while on School District property. Therefore, School District concludes that the fingerprinting and background check requirements of section 45125.1 do not apply to this Agreement. School District shall take all appropriate steps to protect the safety of any students that may come in contact with Non-School District Employees in accordance with Education Code section 45125.1(c). |
|   Initials of School District authorized representative |
## ATTENDEES/RESPONSIBLE STAFF

<table>
<thead>
<tr>
<th>Number of Attendees:</th>
<th>Teachers/other school staff:</th>
<th>Parents/other adults:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Students and grade levels:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teachers/other school staff:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parents/other adults:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Contact/Responsible Staff

<table>
<thead>
<tr>
<th>Contact/Responsible Staff</th>
<th>Business address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(must be School District employee)</td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td>Position/title:</td>
<td>Telephone No.:</td>
</tr>
<tr>
<td></td>
<td>E-Mail Address:</td>
</tr>
</tbody>
</table>

## CANCELLATION AND REFUND

Specify Terms and Conditions for Cancellation of Program, and Refund of Payments:

## OTHER TERMS AND CONDITIONS

Specify Other Applicable Terms and Conditions:

## APPROVAL AND SIGNATURES

By the signature of each party’s authorized representative below, the parties agree to the terms and conditions set forth in this Form, which terms and conditions, upon such signatures, shall be incorporated into and become a part of the K12 Arts Education Outreach Agreement, and binding upon the parties without any further action by the parties.

<table>
<thead>
<tr>
<th>School District:</th>
<th>College:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Print Name:</td>
<td>Print Name:</td>
</tr>
<tr>
<td>Position/title:</td>
<td>Position/title:</td>
</tr>
<tr>
<td>Business address:</td>
<td>Business address:</td>
</tr>
<tr>
<td>Telephone No.:</td>
<td>Telephone No.:</td>
</tr>
<tr>
<td>E-Mail Address:</td>
<td>E-Mail Address:</td>
</tr>
</tbody>
</table>
Exhibit “B”

William S. Hart Union High School District

HIGH SCHOOLS

❖ Academy of the Canyons
❖ Bowman High School
❖ Canyon High School
❖ Golden Valley High School
❖ Hart High School
❖ Saugus High School
❖ Valencia High School
❖ West Ranch High School

JR. HIGH SCHOOLS

❖ Arroyo Seco Junior High
❖ La Mesa Junior High School
❖ Placerita Junior High School
❖ Rancho Pico Junior High
❖ Rio Norte Junior High
❖ Sierra Vista Junior High