

CLASSROOM RENTAL AND LEASE

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of September, 1960, by and between the Newhall School District, 24607 North Walnut Street, Newhall, California, hereinafter called "First Party", and the Wm. S. Hart Union High School District of Los Angeles County, hereinafter called "Second Party."

W I T N E S S E T H:

The said First Party, having some 10 classrooms adjoining supply and toilet rooms, part-time use of the auditorium and playgrounds available during the first half of the school year 1960-1961, and the said Second Party, being in need of 10 classrooms, adjoining supply and toilet rooms, part-time use of auditorium and playgrounds for the educational program of its Seventh Grade Students, hereby mutually covenant and agree to contract with each other as follows:

1. This agreement shall be for the period September 1, 1960, and ending December 31, 1960, or until the present Placerita Junior High School building program has been completed, estimated to be accepted on or prior to January 31, 1961.

2. First Party agrees to lease ten classrooms, Nos. 17-26, and gives full use of these classrooms and their furniture, adjoining supply and toilet rooms and part-time use of the auditorium and playground to Second Party, the details of use being described and explained in the superintendent's report to the Wm. S. Hart Union High School District Board of Trustees dated August 4, 1960.

3. The Second Party agrees to furnish transportation of fourth, fifth, and sixth grade elementary school pupils, a total of two bus loads, to and from the Peachland School during the time this agreement is in effect - see details of above report.

4. The Second Party further agrees to furnish one fulltime custodian to be assigned to take proper care of the classrooms, grounds, toilet rooms and auditorium - see details of above mentioned August 4, 1960 report.

5. The Second Party agrees to indemnify and hold First Party harmless against any liability which may be incurred by reason of any injury to person or property arising from the use of said property or activities carried out by the Second Party or its employees.

6. The First Party agrees to indemnify and hold Second Party harmless against any liability which may be incurred by reason of negligence of the First Party or its employees.

C O M P E N S A T I O N:

The Second Party agrees to reimburse the First Party a monthly rental of Fourteen Hundred Dollars (\$1,400.00) payable near the first of the month following each month's use of classrooms, adjoining rooms, auditorium and grounds.

The details of this agreement are explained in the above mentioned superintendent's report to the Wm. S. Hart Union High School District Board of Trustees on August 4, 1960 - such tacit approvals being given by Superintendent Bob King of the First Party and Principal David L. Brown of the Second Party.

IN WITNESS WHEREOF, First Party, Newhall School District, County of Los Angeles, has executed these presents and said Second Party, Wm. S. Hart Union High School District of Los Angeles County, has caused these presents to be subscribed by its duly authorized officers on the day and year first above written.

First Party

Newhall School District  
Board of Trustees

C. Stewart

R. M. Cheselvaugh

Newton H. Brown

M. A. M. Paulis

L. O. Ehrhardt

Second Party

Wm. S. Hart Union High School  
District Board of Trustees

Adrian W. Adams

Edith S. Palmer

H. H. Gueery

William O. Ross

Julio J. Lombardi

See Minutes, August 4, 1960  
Meeting

Approved as to Form:

\_\_\_\_\_

\_\_\_\_\_

C. C. Trillingham, County Supt. of Schools  
By Bentley Abbott  
Assistant Superintendent

COPY

To: Mr. Shimmin

From: Mr. Brown

Subject: Use of Newhall Elementary School Facilities for Seventh Grade Classes in September of 1960

After several visits with Mr. Bob King, Superintendent, Newhall Elementary District, and inspection of the rooms and other facilities which would be available to us in September, the following tentative arrangement for the use of these facilities for our seventh grade class are suggested.

**CLASSROOMS, GROUNDS AND OTHER BUILDING FACILITIES:** Ten classrooms, numbers 17 through 26 would be available for our full-time use. The auditorium will be available for our music activities, including General Music, Chorus, and Band on an as-needed basis. We will submit a schedule of projected time of use of the auditorium and work out with Mr. King a coordination of its use by the Elementary School. Two sets of restrooms, boys' and girls', are located in the classroom area and will be available primarily for our use. There is one lounge available for women members of our staff. The men's lounge in this classroom area can be made to serve as an office, with the toilet facility in that lounge being available to men staff members. A large portion of the grounds will be available for our Physical Education program and also for the noon hour. Very little, if any, of this area will be used at any time during the day by the Elementary School youngsters. There is located within this area a building that can serve as a field house for storage of our Physical Education equipment and also as an office area for the P. E. instructors.

**EQUIPMENT AND FURNITURE:** The student desks in nine of the ten classrooms can be left there and should in most cases be satisfactory. Desks in some of the rooms now serving fourth graders may have to be adjusted for the larger seventh grade youngsters. It would seem advisable that adjustment be made to maximum height during the summer, on the assumption that this adjustment would be necessary in most cases. The teachers' desks and chairs would also remain in these rooms. Any filing cabinets to be used by the seventh grade teachers in addition to the storage space which is in the rooms themselves would probably have to be transferred from the present high school campus to these rooms on the elementary campus. Room 26, which will serve as the Art room but will also have to accommodate other classes during other periods of the day, now has small work tables with a maximum capacity of probably fifteen youngsters. It is suggested that if any of the old cafeteria tables from the High School are available possibly four of these could be put into Room 26 and would become then adequate seating for both the Art classes and other classes with the size of approximately 25 students. One or two additional storage cabinets may be located in Room 26 to accommodate the necessary materials for the Art classes. A desk, chair, and filing cabinets will have to be located in the men's lounge, which is to be converted to a temporary office. It is recommended that a separate telephone line be installed to the office space rather than attempting to run an extension through the Elementary School switchboard. The request for this line should be initiated so as to be ready by September.

**HEALTH SERVICES:** In order to provide adequate health services for the seventh grade youngsters and also to work a cooperative relationship with the Elementary School that will now be taking care of two schools with the services of one nurse, the following arrangement was suggested. If the High School district nurse could be scheduled at the Elementary School three afternoons a week to serve both seventh grade and Elementary School youngsters for emergency purposes, the Elementary School nurse, in a reciprocal arrangement, would be available to serve the seventh grade youngsters during the mornings each day of the week. In this way, there would be nursing services available on the Elementary School campus for all youngsters located there for all but two afternoons in the week. The Health Offices and other facilities would be available for use by high school district personnel. It is assumed that some contractual relationship between the two districts would have to be entered into in order to cover the question of legal responsibility, liability, insurance and other related matters. This arrangement has been discussed tentatively with both nurses involved, and they seem to feel that it is a very satisfactory one.

**TRANSPORTATION:** It is recommended that the seventh grade students be loaded and unloaded at the bus loading area now utilized by the Elementary School on Eleventh Street near Newhall Avenue. The opening and closing hours of school for the seventh grade youngsters will be such so as to not interfere in any way with the transportation arrangements of the Elementary School. The Elementary School requests consideration of assistance from the High School in transporting approximately two bus loads of students from the Newhall Elementary School to the Peachland Elementary School each morning at 8:45. These are the youngsters who would normally be attending school at Newhall Elementary, but who are being housed at the Peachland School in order to make room space available to the seventh grade on the Elementary School campus. The elementary school buses are in use at this particular time bringing lower elementary grade youngsters to school for the nine o'clock session. These same youngsters would need to be returned from Peachland to Newhall Elementary at approximately 3:40 each afternoon. It is possible that the Elementary School could accommodate at least one bus load at that time, but would like to consider possible reciprocal arrangements for the High School buses taking care of these youngsters in the afternoon also. There is also the possibility that we would request assistance from the Elementary School in transporting certain seventh graders to the High School campus daily at two o'clock. There are a few classes scheduled for the last period of the day, in which it would be desirable to have both seventh and eighth grade youngsters, and it would be necessary to transport the seventh grade youngsters to the High School campus.

**CUSTODIAL SERVICES:** It would seem most practical to have custodians employed by the High School District under the supervision of Mr. Kessinger to be assigned to custodial work in those classrooms and other building facilities on the Elementary School campus utilized by the seventh grade. This would include a pro rata share of the responsibility for the auditorium. All supplies and equipment would be furnished by the High School. When necessary, heavy equipment such as waxers and the like could be made available by the Elementary School. It would be expected that Mr. Ludlow would work out with Mr. Kessinger whatever coordination was necessary to assure satisfactory care of the facilities. All grounds maintenance would be taken care of by the Elementary School custodial staff. Emergency custodial services will be provided by the elementary school during the day.

**CAFETERIA SERVICES:** The seventh grade youngsters would be served in the Elementary School cafeteria at approximately 12:30 following the elementary School lunch hour. Elementary School youngsters are presently charged 25¢ for their lunch, and the school lunch program of the cafeteria is subsidized by the Elementary School District.

It is recommended that the seventh grade youngsters be charged 35¢ for their lunch, to be comparable with that which they will be paying when they return to their own campus. This would also make it possible for larger portions to be served to these youngsters than would be served to the Elementary youngsters for 25¢. It is estimated that two additional persons would be needed to provide services for the approximately one hundred fifty to one hundred seventy-five seventh grade youngsters who would eat in the cafeteria. It is suggested that these two persons be employed by the Newhall Elementary District from their cafeteria staff substitute list and that these two persons be paid by the Newhall Elementary District. It is felt, however, that a sum of \$350. per month should be paid by the High School District in addition to the rental cost of the buildings to defray cost of employing these two persons. It was estimated by Mr. King that approximately 10¢ of the 35¢ meal charge would go toward payment of cafeteria staff. This would amount to \$300 per month with 150 youngsters eating, which, spread among the four regular members of the cafeteria staff at the Elementary School would be considered to defray the proportionate part of their time which would go into preparation and serving of food to the seventh grade students. Cashier responsibility in the cafeteria will be handled by Elementary School office clerical staff. The sale of milk and ice cream to youngsters who bring their lunches from home has been handled in the past by upper grade Elementary youngsters. Mr. King suggests that we make these jobs available to certain seventh grade youngsters during the lunch hours, both Elementary and seventh grade lunch hour, and thereby give them an opportunity to earn their lunch through the cafeteria.

These suggestions and recommendations are, of course, subject to modification. The rental charge suggested has been \$100 per room per month, which would be a total of \$1,000 for the ten rooms with no attempt to determine a pro-rated share for other facilities such as the grounds and the auditorium. All utilities exclusive of telephone would be included in this rental charge. In addition to this, there is, as suggested above under cafeteria services, a recommended additional fee of \$400 per month for cafeteria services, including cashier service.

In summary we have use of ten classrooms, plus auditorium, cafeteria, and playground as needed for \$1000 per month. All utilities except telephone included. Cafeteria services including cashier service would be charged for at \$400 per month. We will supply normal custodial service including periodic checks of restrooms during the day. Elementary School will make emergency custodial service available during the day. Our custodians will be responsible to Mr. Ludlow, Mr. Brown, and of course to Mr. King and Mr. Kessinger.

END OF COPY

Excerpt from minutes of meeting August 4, 1960:

"It was moved by Mr. Gulley seconded by Mr. Lombardi, and unanimously carried that the Wm. S. Hart Union High School District enter into an agreement with the Newhall School District to rent 10 classrooms ... at a monthly rental of \$1,400 per month. "