

Master Agreement Between T.H.E. Foundation for Las Virgenes Schools (T.H.E. FLVS) and the Las Virgenes Unified School District (LVUSD)

Introduction

T.H.E. Foundation for Las Virgenes Schools (T.H.E. FLVS) was formed in 2010 in response to the dramatic loss of State funding for public education. The mission of T.H.E. FLVS is to provide general financial support for the public schools in the Las Virgenes Unified School District (LVUSD).

T.H.E. FLVS is a separate 501(c)(3), nonprofit organization with a volunteer Board of Directors governing it, and currently run completely by volunteers. Even though T.H.E. FLVS is independent from LVUSD, it is essential that the two organizations work closely to establish funding priorities, determine the feasibility and sustainability of programs, educate the community about the schools and report results on joint programs.

This Master Agreement provides a framework under which present and future leaders of T.H.E. FLVS and LVUSD will cooperate with one another in a mutually beneficial partnership.

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I. Funding Priorities

1. T.H.E. FLVS exists solely to support education within the LVUSD. Funding priorities for the upcoming fiscal year will be discussed no later than the end of January by the Conference Committee, as defined in Section II. Only those programs that have received prior approval for funding by the Board of Education may be funded by T.H.E. FLVS, but LVUSD must consider the recommendation of the Conference Committee in setting funding priorities.

2. In its determination of program funding recommendations, the Conference Committee shall take into account:

- a. Alignment to LVUSD's identified Dynamics and Focus Areas
- b. Sustainability in future years

3. LVUSD shall provide estimated program costs and any related information as requested by T.H.E. FLVS as part of this process. T.H.E. FLVS shall provide information to LVUSD on available funds for the subsequent year. All T.H.E. FLVS funding distributions shall be made directly to LVUSD.

II. T.H.E. FLVS Organizational Structure

1. T.H.E. FLVS shall maintain an independent Board of Directors, with no voting member holding a paid position with T.H.E. FLVS. T.H.E. FLVS' overhead, inclusive of salaries for an Executive Director and staff, shall not exceed the percent of net revenues (revenue less direct operating costs) from fundraising events that is generally accepted as reasonable under prevailing standards in the nonprofit corporation business community and averages as reported by CharityNavigator.org (ratings tables).

2. T.H.E. FLVS shall hold open board meetings, posting notification on the T.H.E. FLVS website and noticing LVUSD, with a minimum of 4 open board meetings per year. Closed board meetings shall be limited to Executive Board matters, but shall be noticed as above. Any actions taken in closed session shall be reported at the subsequent open board meeting. T.H.E. FLVS shall maintain minutes of all T.H.E. FLVS Board of Directors meetings, and provide copies of the minutes to LVUSD.

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3. T.H.E. FLVS shall provide a copy of its Bylaws and amendments to LVUSD. At all times T.H.E. FLVS Bylaws shall ensure T.H.E. FLVS has the power and authority to comply with all provisions of the Master Agreement.
4. T.H.E. FLVS and LVUSD have a vested interest in serving in official and informal capacities on joint committees, and planning/advisory bodies. Following is the policy governing T.H.E. FLVS' and LVUSD's representation on one another's committees, and planning/advisory bodies.
5. Policy:
 - a. On an annual basis, LVUSD's Board of Education will appoint one School Board member to serve as LVUSD Liaison to T.H.E. FLVS and the LVUSD Superintendent will appoint one Cabinet member to serve as an LVUSD Liaison to T.H.E. FLVS.
 - b. T.H.E. FLVS will include LVUSD Liaisons on all strategic planning committees.
 - c. LVUSD will designate a spot for at least one T.H.E. FLVS representative on all district-wide strategic planning committees.
 - d. LVUSD shall notice T.H.E. FLVS on all LVUSD Finance Committee meetings.
 - e. A Conference Committee shall be established to review, discuss and recommend funding priorities to T.H.E. FLVS Board. The Conference Committee shall include the following members: two LVUSD Board Members, Superintendent or Designee, T.H.E. FLVS Executive Director or President, and T.H.E. FLVS Board Member.

III. Fiscal Transparency & Reporting

1. The parties agree that full fiscal transparency and timely reporting is an important component of a Foundation and District relationship. To achieve such goal, the parties shall comply with the following:
 - a. T.H.E. FLVS shall approve an annual budget by March 1st, prior to the start of each fiscal year, based on the funding priorities recommended by the Conference Committee.
 - b. Within 30 days of approval, the T.H.E. FLVS annual budget will be posted on the T.H.E. FLVS website and copy forwarded to LVUSD.
 - c. T.H.E. FLVS shall prepare Semi Annual Financial Statements and copy LVUSD within 30 days of period end.

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- d. T.H.E. FLVS shall prepare Annual Financial Statements and Tax Returns within 90 days of its year end. Annual Financial Statements and Tax Returns shall be posted on the T.H.E. FLVS website and copy forwarded to LVUSD.
- e. Within 60 days following the conclusion of each fundraising event/campaign/fee-based program, a financial event report (with revenue and expense details) shall be forwarded to LVUSD.
- f. At least semi-annually, an T.H.E. FLVS representative shall provide an update of fundraising, goals and other activities at a regularly scheduled meeting of the LVUSD Board of Education, unless otherwise necessary or requested.
- g. LVUSD shall provide semi-annual reports detailing the expenditure of T.H.E. FLVS funds received by LVUSD.

IV. Relations with T.H.E. FLVS Donors

1. Funding through T.H.E. FLVS to LVUSD comes in many forms and from many donors, corporate, community and governmental. To avoid confusion and to promote a unified message, it is important that T.H.E. FLVS and LVUSD agree on a set of guidelines regarding relations with donors to T.H.E. FLVS. Following is the policy governing donor relations.

2. Policy:

- a. T.H.E. FLVS shall assume primary management responsibility for contact, solicitation, acknowledgement and relationship building with all donors to T.H.E. FLVS.
- b. When requested, LVUSD staff and Board members shall cooperate with T.H.E. FLVS for the purposes of introduction, information, clarification and relationship building with donors.
- c. LVUSD will consult with T.H.E. FLVS prior to contacting donors or potential donors regarding their contribution to T.H.E. FLVS. Parties recognize that individual teachers may independently seek funding or grants from corporations.
- d. LVUSD will hold meetings with donors to T.H.E. FLVS regarding their contribution only with a representative of T.H.E. FLVS present.
- e. T.H.E. FLVS may not offer to provide any donor with advertising or other promotional space on any LVUSD facilities or media without prior written approval by LVUSD.

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V. Communications

1. T.H.E. FLVS and LVUSD work jointly on a variety of activities. It is vital that communication between T.H.E. FLVS and LVUSD, both formally and informally, is carried out clearly, efficiently and in a spirit of cooperation. It is also important that communication to the media and the public concerning joint LVUSD/T.H.E. FLVS activities is developed cooperatively and accurately. Following is the policy governing formalized communications and media.

2. Policy:

- a. All press releases, media inquiries or other prepared/written communications with the press concerning joint LVUSD/T.H.E. FLVS activities will be reviewed and approved in writing by LVUSD/T.H.E. FLVS prior to release. This does not apply to voice interviews and media requests for comments.
- b. At no time shall members of T.H.E. FLVS' staff, Board or committees represent themselves as speaking on behalf of LVUSD to the press or community at large unless requested to do so by LVUSD.
- c. At no time shall LVUSD staff, Board of Education or committee members represent themselves as speaking on behalf of T.H.E. FLVS to the press or community at large unless requested to do so by T.H.E. FLVS.
- d. All media and marketing plans related to joint T.H.E. FLVS/LVUSD activities must be developed cooperatively by designated representatives of both T.H.E. FLVS and LVUSD.
- e. All T.H.E. FLVS access to district-wide voice/text/email-messaging systems must be pre-approved for use and content by LVUSD Superintendent or designee.
- f. T.H.E. FLVS and LVUSD will each maintain a link on their respective home page to the other's website at all times.

VI. Use of Data and Shared Information

1. T.H.E. FLVS and LVUSD share data and information on a variety of programs and activities. It is important that data is used in accordance with all applicable privacy laws and policies of T.H.E. FLVS and LVUSD. Further, T.H.E. FLVS and LVUSD have a responsibility to protect the personal information of students, parents, volunteers and

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donors. Following is the policy governing T.H.E. FLVS' and LVUSD's use of data and shared information.

2. Policy:

- a. Each year, LVUSD will provide to T.H.E. FLVS the relevant information from the master parent database for use in T.H.E. FLVS fundraising, program and community education activities. Only information with parent consent will be released.
- b. The information supplied by LVUSD shall be maintained in a confidential and secure manner.
- c. Communications shall not reveal the names or addresses of other recipients.
- d. T.H.E. FLVS shall not use the LVUSD parent database for any purpose other than fundraising solicitation, program-related communications and community education activities.
- e. T.H.E. FLVS is prohibited from selling or in any manner providing any outside party with the LVUSD parent database.
- f. LVUSD may use T.H.E. FLVS' logo only in response to a written request and approval by T.H.E. FLVS.
- g. T.H.E. FLVS may use LVUSD's logo only in response to a written request and approval by LVUSD.
- h. LVUSD may not use the name or logo of T.H.E. FLVS' corporate donors without the prior consent of T.H.E. FLVS.

VII. Advocacy and Endorsement

1. State and Federal budget cuts and changes in educational policy dramatically impact LVUSD budget and programming. These factors also play a large role in determining the level of support expected from private resources through T.H.E. FLVS. Both T.H.E. FLVS and LVUSD have a vested interest in making sure that lobbying and advocacy strategies are coordinated, consistent and effective in achieving a positive benefit for LVUSD's students. Following is LVUSD's and T.H.E. FLVS' policy on joint lobbying and advocacy activities.

2. Policy:

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- a. Any advocacy or endorsement shall be limited to education or education finance issues/policy.
- b. T.H.E. FLVS will have standing representation on any formal advocacy committees within LVUSD.
- c. LVUSD will have standing representation on T.H.E. FLVS' formal advocacy committees within T.H.E. FLVS as regards educational policies and issues.
- d. Neither T.H.E. FLVS nor LVUSD will endorse any candidate for any elective office.

VIII. Amendment of Master Agreement

1. From time to time it may become necessary to amend this Master Agreement. Following is the policy and process governing amendment of the Master Agreement between T.H.E. FLVS and LVUSD.

2. Policy:

- a. Recommended amendments can originate from either T.H.E. FLVS or LVUSD at any time.
- b. Amendment of this Master Agreement requires a majority vote of both the LVUSD School Board and the T.H.E. FLVS Board of Directors.

IX. Mediation and Arbitration

1. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall initially be submitted to JAMS, Inc. or its successor for mediation in Los Angeles County, California and if the matter is not resolved through mediation, then the parties further agree that it shall be submitted to JAMS, Inc. or its successor for final and binding arbitration pursuant to the arbitration clause set forth below.

2. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in scheduling the mediation proceedings.

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The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

3. The statute of limitations with respect to all claims set forth in the written request for mediation shall be tolled upon providing the other party with the written request for mediation, and shall remain tolled until the filing of a written demand for arbitration or until the completion of the mediation process. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise expressly agreed in writing by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this Clause may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

4. Either party may initiate arbitration only with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first.

5. Subject to the above provision requiring an initial mediation, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles County, California, before a single arbitrator. The arbitration shall be administered by JAMS, Inc., or its successor, pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

X. Notices

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1. All notices, requests, demands, and communication hereunder will be given by first class mail or by recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused, or returned undelivered. Either party may change the place for the giving of notice to it by thirty (30) days prior written notice to the other party as provided herein. Notice will be addressed to the parties at the addresses set forth as follows:

If to T.H.E. FLVS: T.H.E. Foundation for Las Virgenes Schools
c/o Las Virgenes Unified School District
4111 Las Virgenes Road
Calabasas, CA 91302
Attention: President

If to LVUSD: Las Virgenes Unified School District
4111 N. Las Virgenes Road
Calabasas, CA 91302
Attention: Chief Business Official/Business Office

XI. EXECUTION:

IN WITNESS WHEREFORE, the parties have entered into this Agreement as of the date herein inscribed.

LAS VIRGENES UNIFIED SCHOOL DISTRICT

By: _____
Karen Kimmel Date

Title: Chief Business Official

T.H.E. FOUNDATION FOR LAS VIRGENES SCHOOLS

By: _____
Ziona Friedlander Date

Title: President

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Agreement and all attached Exhibits, ratified by the Board of Education of the Las Virgenes Unified School District this ____ day of _____, 2011, at its regular Board meeting.

By: _____
Lesli Stein, Clerk, Board of Education