



***Whereas:*** *The Long Beach Unified School District's Adult Community Transition (ACT) Program currently consists of twelve classrooms serving the educational needs of special education students between the ages of eighteen and twenty-two; and*

***Whereas:*** *No organization, created to facilitate the cooperative involvement of the adult students of the ACT Program, their parents and other family members with the ACT Program faculty and staff in support of the ACT Program classrooms, has existed in the past; and*

***Whereas:*** *The ACT Program Foundation facilitates the cooperative involvement of the adult students of the ACT Program classrooms, their parents and other family members with the ACT Program faculty and staff to work together in support of the ACT Program classrooms; and*

***Whereas:*** *The lack of a non-profit organization that specifically supports the classrooms of the ACT Program has caused the classrooms of the ACT Program to forego applying for various grants, programs and other opportunities that are only available to such non-profit organizations; and*

***Whereas:*** *The ACT Program Foundation was incorporated as a non-profit organization for the specific purpose of supporting the classrooms of the ACT Program;*

***Therefore:*** *The Long Beach Unified School District and The ACT Program Foundation do hereby adopt this Memorandum of Understanding.*

# Memorandum of Understanding

between the Long Beach Unified School District  
and the ACT Program Foundation

## Article I: Purpose

The purpose of this Memorandum of Understanding is to establish the terms by which the Long Beach Unified School District (“LBUSD”) and The ACT Program Foundation (“the Foundation”) work cooperatively in support of the classrooms of the LBUSD Adult Community Transition Program (“ACT Program”).

## Article II: General Provisions – Restrictions

- A. The Foundation shall not have access to any student’s Individual Educational Program, student file, or other confidential student information, or to any student’s contact information that has been provided to LBUSD with the understanding that such information would be kept confidential.
- B. No LBUSD employee shall conduct any business of the Foundation during his/her LBUSD duty time, except that the administrator(s) described in Article IV, Section A of this Memorandum of Understanding may attend meetings of the Foundation’s Board of Directors or Foundation committees when those meetings occur during their LBUSD duty time.
- C. The Foundation shall not conduct any Foundation activity at any LBUSD facility or property during any period of time that custodial services are not normally available at those locations, unless an *Application and Permit for Use of School Facilities* has been approved for that activity by LBUSD, and the requisite fee, to be determined by LBUSD, has been paid to LBUSD by the Foundation in advance.
- D. The Foundation shall not use any LBUSD resource, such as email, phones, or intra-district mail, in conducting any business of the Foundation.

## Article III: General Provisions – Allowances

- A. The Foundation may utilize space in one of the ACT Program classrooms for the storage of such records and documentation as are required by law to be kept at the Foundation’s principal office, and for storage of various office supplies as are needed in the conduct of the normal business of the Foundation.
- B. The Foundation may, from time to time, send notices, including notices regarding fundraising and/or information related to membership in the Foundation, to families of students of the ACT Program classrooms via adult student conveyance.

**Article III: General Provisions – Allowances** (continued)

- C. The Foundation may, from time to time, hold meetings at a LBUSD school site or other LBUSD property during periods of time when custodial services are normally available at those locations, without payment of a fee to LBUSD, provided that the particular location within the LBUSD school site or other LBUSD property being used is not already in use for a LBUSD purpose and such meetings do not violate Article II, Section B of this Memorandum of Understanding.
- D. The Foundation may, from time to time and with the specific consent of the administrator assigned by LBUSD to supervise the ACT Program, conduct fundraising activities at a LBUSD school site or other LBUSD property during periods of time when custodial services are normally available at those locations, including during school hours, without payment of a fee to LBUSD, provided that the particular location within the LBUSD school site or other LBUSD property being used is not already in use for a LBUSD purpose.
- E. The Foundation may receive United States Postal Service mail delivery at a LBUSD school site or other LBUSD property that houses one or more of the ACT Program classrooms, without payment of a fee to LBUSD.

**Article IV: Additional Provisions**

- A. The administrator assigned by LBUSD to supervise the ACT Program, and, if a different person, the administrator assigned by LBUSD to supervise the LBUSD site housing a majority of the ACT Program classrooms, or their respective designees, shall be *ex officio* Directors of the Foundation, and shall serve as full voting members of the Board of Directors of the Foundation.
- B. The Foundation, in pursuance of its mission to provide supplemental material support to the classrooms of the ACT Program, may do the following:
  - 1. Donate equipment, supplies, and/or materials to LBUSD for use exclusively by the ACT program classrooms, and/or
  - 2. Donate funds to the Long Beach Education Foundation, account #5272 (“The ACT Fund”), for the purchase of items for use exclusively by the ACT Program classrooms.
- C. LBUSD shall not be liable for any cost or expense incurred in the conduct of any business of the Foundation, except for such insignificant incidental costs as may arise from the implementation of the provisions of Article III of this Memorandum of Understanding.
- D. The Foundation shall abide by and enforce all LBUSD rules, regulations and policies when conducting Foundation business at any LBUSD facility or other LBUSD property.
- E. The Foundation shall submit an annual report of its revenues and expenditures to an appropriate representative of LBUSD. Such representative may, from time to time and upon reasonable notice, inspect the financial records of the Foundation and make copies thereof.

**Article IV: Additional Provisions** (continued)

- F. The Foundation hereby agrees to hold LBUSD, its Board of Education, the individual members thereof, and all district officers, agents and employees free and harmless from such loss, damage, liability, cost or expense that may arise during or be caused in any way by the Foundation’s use or occupancy of school property.
- G. The Foundation hereby agrees and understands that LBUSD does not sponsor or endorse Foundation activities. The Foundation further agrees that any promotional literature or media shall include the following disclaimer language, presented in a manner that is clearly and obviously visible and/or audible: “This activity is neither sponsored nor endorsed by the Long Beach Unified School District or any of its schools.”

In witness thereof, the Long Beach Unified School District and The ACT Program Foundation have caused this agreement to be executed and to become effective as of the last signature date below and to remain in effect until mutually revoked by both parties.

| <b>For LBUSD</b>   | <b>For The ACT Program Foundation</b> |
|--------------------|---------------------------------------|
| _____<br>Signature | _____<br>Signature                    |
| _____<br>Title     | _____<br>Title                        |
| _____<br>Date      | _____<br>Date                         |
| _____<br>Signature | _____<br>Signature                    |
| _____<br>Title     | _____<br>Title                        |
| _____<br>Date      | _____<br>Date                         |
| _____<br>Signature | _____<br>Signature                    |
| _____<br>Title     | _____<br>Title                        |
| _____<br>Date      | _____<br>Date                         |