



Board Meeting Date: 6/12/2023

Title: Minnesota Japanese School Room Rental Agreement

Type: Consent

Presenter(s): Anne Marie Leland, Director of Community Education and Strategic Partnerships

Description: The Minnesota Japanese School would like to rent space for the 2023-24 school year. This is a room rental agreement that combines segments of our Facilities Use Policy with standard lease language.

Recommendation: Administration recommends approval of this agreement.

Desired Outcome(s) from the Board: Room Rental Agreement with MNJS

Attachment(s):

1. Room Rental agreement for 2023-24 (next page)

ROOM RENTAL AGREEMENT

This Room Rental Agreement (“Agreement”) and Addendum is entered into by and between Independent School District No. 273, Edina Public Schools (“District”), a political subdivision of the State of Minnesota, and the Minnesota Japanese School (“MNJS”). The District and MNJS are collectively referred to as “the parties.”

WHEREAS, the Parties wish to enter into this Room Rental Agreement to formalize and clarify the relationship between the Parties, and to ensure that MNJS may use District facilities, when available, for the provision of its services to the community.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement and other valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

- 1. Term of Agreement.** The term of this Agreement will begin on September 2, 2023 and will automatically end on July 20, 2024. Either party may terminate this Agreement, for any reason, without penalty or charge, by giving 30-day advance written notice to the other party, provided that the District or MNJS may terminate this Agreement on a shorter but reasonable advanced written notice pursuant to this Agreement. This Agreement will not automatically renew. If both Parties consent, the Parties may enter into negotiations for future rentals or alternative rental agreements. Should any of the rental charges were prepaid by MNJS before the actual use of the Premises and the Agreement is terminated for any reason, the District will return any of the prepaid rental charges to MNJS upon termination of this Agreement.
- 2. Reservation of Space.** The District’s Community Education Department, as part of its role to oversee facilities management will reserve classrooms, recreation spaces, gym, cafeteria and storage space, (“Premises”) for up to six (6) hours each Saturday that MNJS is in session, up to a maximum of 37 sessions. MNJS understands that, pursuant to District policy, District sponsored or related activities have first priority for all rooms and space within the District, meaning that some dates that may be requested by MNJS may not be available for MNJS programming. The District will endeavor to provide as much advance notice as possible when it will not be able to provide the full Premises on a specific MNJS programming day.
- 3. Rental Charges.** MNJS will pay the District a total of \$32,513.75 during the term of this Agreement for rental and maintenance expenses. This amount will be invoiced in 12 monthly installments by the District beginning on September 1, 2023, and such invoices must be fully paid by MNJS within 30 days of their receipt. Attached to this Agreement as Exhibit A is a breakdown of the spaces and hours to be used during this Agreement.
- 4. Alterations and Additions.** MNJS may not make any alterations or additions to the Premises without obtaining prior written permission from the District. Upon termination of this Agreement, the District may elect to keep any alterations or additions or to require MNJS to remove the alterations and additions and restore the Property to its current condition.

5. Repair and Return to Current Condition. After each use of the Premises outlined in this Agreement, MNJS must clear the space and return the Premises to the condition they were in when MNJS arrived that day, except for any reasonable wear and tear associated with normal use of the Premises.

6. Additional Space and Charges. Additional space or rooms needed for special events, such as teacher training, field days, and graduation, should be reserved through the District Facilities Scheduler and will be subject to additional charges pursuant to District Policies regarding room rentals. Additional rooms needed for the MNJS regular school day may be reserved at a rate consistent with that used to calculate the annual rental charges. The terms of this Agreement shall apply equally to all uses of District property by MNJS through such room rentals.

7. Compliance with Policy 902. In making use of the Premises outlined in this Agreement, MNJS must comply with all requirements and elements of School Board Policy 902, except to the extent any provisions of Policy 902 conflict with this Agreement, and except that any fundraising activities for the benefit of MNJS shall be permitted on the Premises with prior written approval from the District.

8. Indemnification and Insurance.

A. Indemnification. MNJS hereby agrees to defend, indemnify, and otherwise hold harmless the District, its board members, employees, agents, attorneys, and representatives against any and all claims, demands, actions, administrative proceedings, causes of action, and liability, of any nature arising out of or relating to the Agreement, provisions of MNJS services, or MNJS's use of the Premises. The District shall have the right to choose its own legal counsel and seek reimbursement from MNJS for the cost of defending itself in any legal action or administrative proceeding arising out of or related to this Agreement. Under no circumstance will the District be liable for any damage to any personal property on the Premises if the damage arises out of or relates to MNJS's use of the Premises.

B. Insurance. At its own expense, MNJS must furnish public liability insurance issued by a responsible insurer indemnifying the District against any claims for personal injury, property damage, and all other forms of liability arising out of or related to MNJS's use or occupancy, or both, of the Premises. The policy must name the District as an additional insured, and the insurer must agree to waive the defense of governmental immunity in the event a claim is made against the District. MNJS must provide proof of insurance prior to the first scheduled use. The insurance must provide coverage of at least \$50,000 per person, \$500,000 per accident and \$50,000 property damage. The insurance policies and the companies writing them are subject to approval by the District. The insurance policy, or an addendum to the policy, must provide that it may not be modified or cancelled without thirty (30) days written notice to the District before the effective date of cancellation. MNJS must not take any action, or allow any employee, agent, or representative to take any action, which will in any way impair or invalidate any insurance policy that the District maintains on the Premises.

9. Waiver of Liability. MNJS hereby waives and releases any claims, liabilities, and causes of action against the District, its employees, agents, representatives, and insurers for damage to or destruction of any personal property of MNJS or its staff, volunteers, or students, that is on the Premises, regardless of whether the property is owned by MNJS or by others, and regardless of whether the damage is caused by an event that is covered by insurance.

10. Force Majeure. The District shall not be liable for damages due to any non-performance resulting from circumstances or causes beyond its reasonable control, including without limitation, electrical interruption lasting more than eight (8) business hours, fire or other casualty, act of God, war or other violence including terrorist acts, or any law, order or requirement of any governmental agency or authority. If the District is unable to provide space due to the reasons above, the District or MNJS reserves the right to terminate this Agreement, except that should any of the rental charges were prepaid by MNJS before the actual use of the Premises, the District will return any of the prepaid rental charges to MNJS upon termination of this Agreement pursuant to this Section 10.

11. Notices. Any notice given under this Agreement is sufficient if it is in writing, legible, and delivered to the other party by hand, courier, facsimile, registered mail, certified mail, or regular mail at the address listed below for the party. Delivery is effective upon mailing.

The District:

Anne Marie Leland

Director of Community Education

and Strategic Partnerships

5701 Normandale Road

Edina, MN 55424

MNJS:

12. Nature of the Relationship. The Parties enter this Agreement as independent contractors. Nothing in this Agreement may be construed to create a partnership, joint venture, or joint enterprise between the District and MNJS. The Parties have no power under this Agreement to take any action that could legally bind the other. The Parties are not entering into an employment agreement or an employee-employer relationship. This Agreement is between the District and MNJS, and not between either Party and any employee.

13. Sole Responsibility for Programming. MNJS will retain sole responsibility for the programming that it offers, and the District shall have no role in the advertisement, registration, or provision of learning experiences for those who enroll in MNJS. Employees hired by MNJS are solely the employees of MNJS, and are not District employees.

14. Teachers. MNJS will be solely responsible for hiring and paying any staff members who provide services as a part of its programming, and none of these individuals shall be considered to

be an employee of the District. MNJS agrees that all staff and volunteers that provide services on the Premises must have a successful criminal background check completed and on file with MNJS.

15. Assignment. This Agreement may not be assigned, in whole or in part, by either Party without the written consent of the other Party.

16. Choice of Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. The parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement.

17. Severability. If any provision of this Agreement is held unenforceable by a court of law, the remaining portions of the Agreement shall remain in full force and effect.

18. Waiver and Equal Drafting. Waiver by either party of any term or condition of this Agreement will not constitute a waiver of any other term or condition of this Agreement. If either party asserts that a provision of this Agreement is ambiguous, the Agreement must be construed to have been drafted equally by the parties.

19. Entire Agreement. The terms stated in this Agreement represent the entire agreement of the parties. Except as expressly stated in this Agreement, no party has relied on any statement, promise, inducement, or representation of the other. This Agreement supersedes any and all prior statements and agreements between the parties relating to the subject matter of this Agreement. No changes to this Agreement will be valid unless both parties agree to the change in writing. A copy of this Agreement will have the same legal effect as the original.

20. Subject to School Board Approval. The parties understand and agree that this Agreement will not be effective or binding upon the District until approved by the School Board.

By signing below, each party acknowledges that it understands and agrees to the terms set forth in this Agreement and that it has the authority to enter into this Agreement.

INDEPENDENT SCHOOL DISTRICT NO. 273

School Board Chair

Date

School Board Clerk

Date

MINNESOTA JAPANESE SCHOOL

NAME
Title: _____

Date