SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item# 11.1

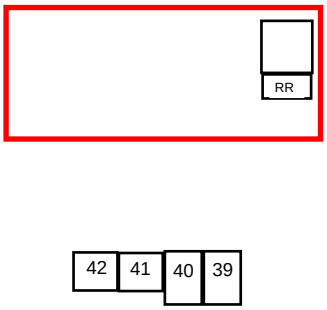
Meeting Date: June 2, 2011

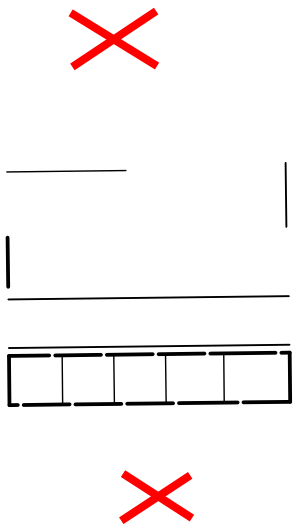
Subject: Approve Facility Use Agreements for Charter Schools

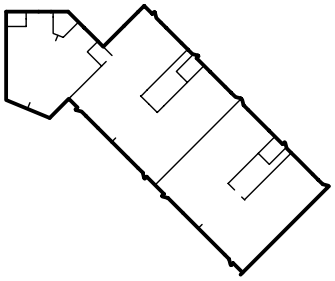
- ☐ Information Item Only
- ☐ Approval on Consent Agenda
- ☐ Conference (for discussion only)
- ☐ Conference/First Reading (Action Anticipated: _____)
- ☐

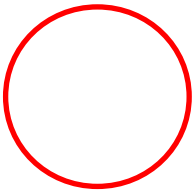
Description of District Facilities for Charter Schools
2011-2012

Capitol Collegiate Academy (K-8)

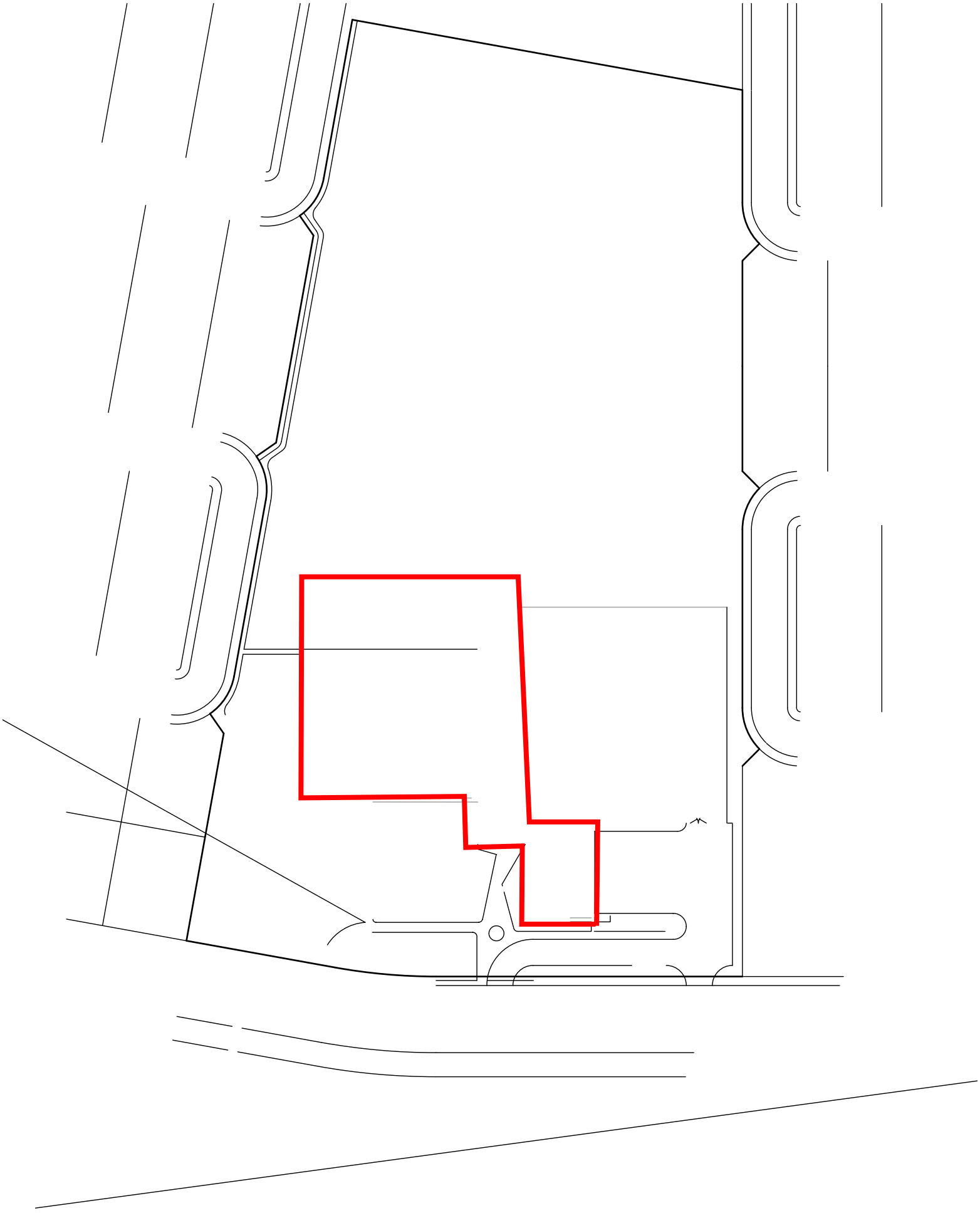




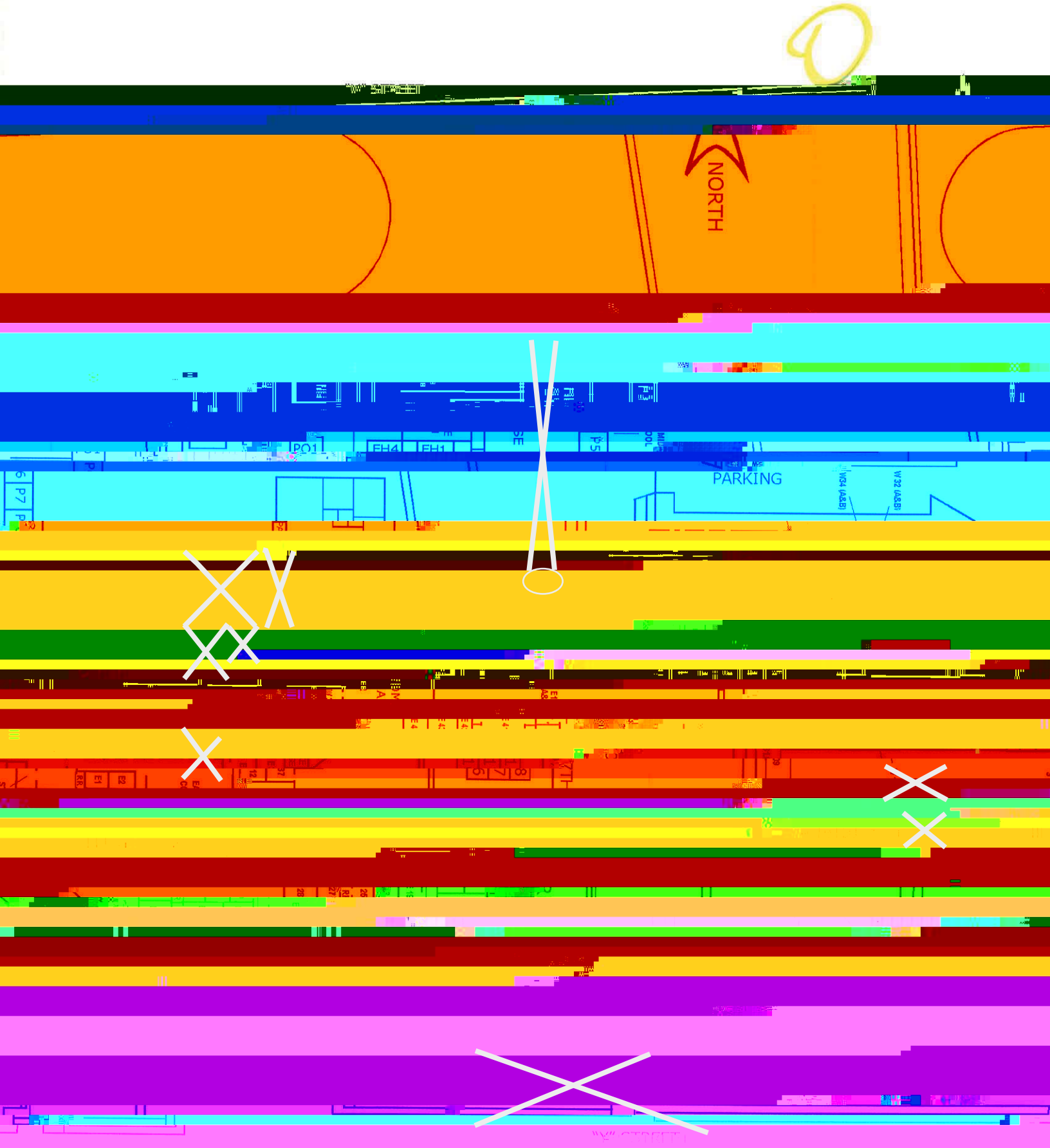




Sol Aureus College Preparatory(SAC Prep) (K-8)



Sacramento Charter High School



Public School 7 (PS7) (K-8)

STRAWBERRY L

John Muir Elementary School (290)
5201 Strawberry Lane
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

"V" STREET

Facilities Use Agreement

Capitol Collegiate Academy

2011-2013

FACILITIES USE AGREEMENT

This Facilities Use Agreement ("Agreement") is made by and between Sacramento City Unified School District ("District") and Capitol Collegiate Academy a California non-profit public benefit corporation ("Non-Profit"), which operates Capitol Collegiate Academy Charter School, a charter school ("Charter School"). The Non-Profit and District are collectively referred to as

RECITALS

students and it is the District's intent to ensure that its facilities are shared equally with all of its students, including those students who attend its charter schools housed in District facilities.

B. WHEREAS, District is the owner of real property located at 4500 Roosevelt Avenue, Sacramento, California ("Site").

[redacted]

responsible for coordinating access to the Facilities under the Civic Center Act and shall

condition existing prior to alteration, addition or improvement. Notwithstanding the

The District shall further indemnify, hold harmless, and defend the Charter School against and from any and all claims arising from any breach or default in the performance

of any obligation on the District's part to be performed under the terms of this Agreement, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

(c) Total Destruction. If the Facilities are totally destroyed (defined as the destruction of more than fifty percent (50%) of the usable classroom space) or the Facilities cannot be

availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. Immediately upon the effective date of the damage, the District must

(a) The failure by Charter School to utilize the Facilities for the sole purpose of operating a charter school.

(b) The failure by Charter School to make timely payments required under this Agreement.

(c) The failure by Charter School to observe or perform any of the express covenants, conditions or provisions of this Agreement.

(d) The revocation or non-renewal of the Charter School's charter. Notwithstanding the

contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any charge hereunder by District or payment of any charge by Charter School shall not be deemed to be a waiver of any preceding default by Charter

[redacted]

failure of the Charter School to pay the particular charge so accepted, regardless of

[redacted]

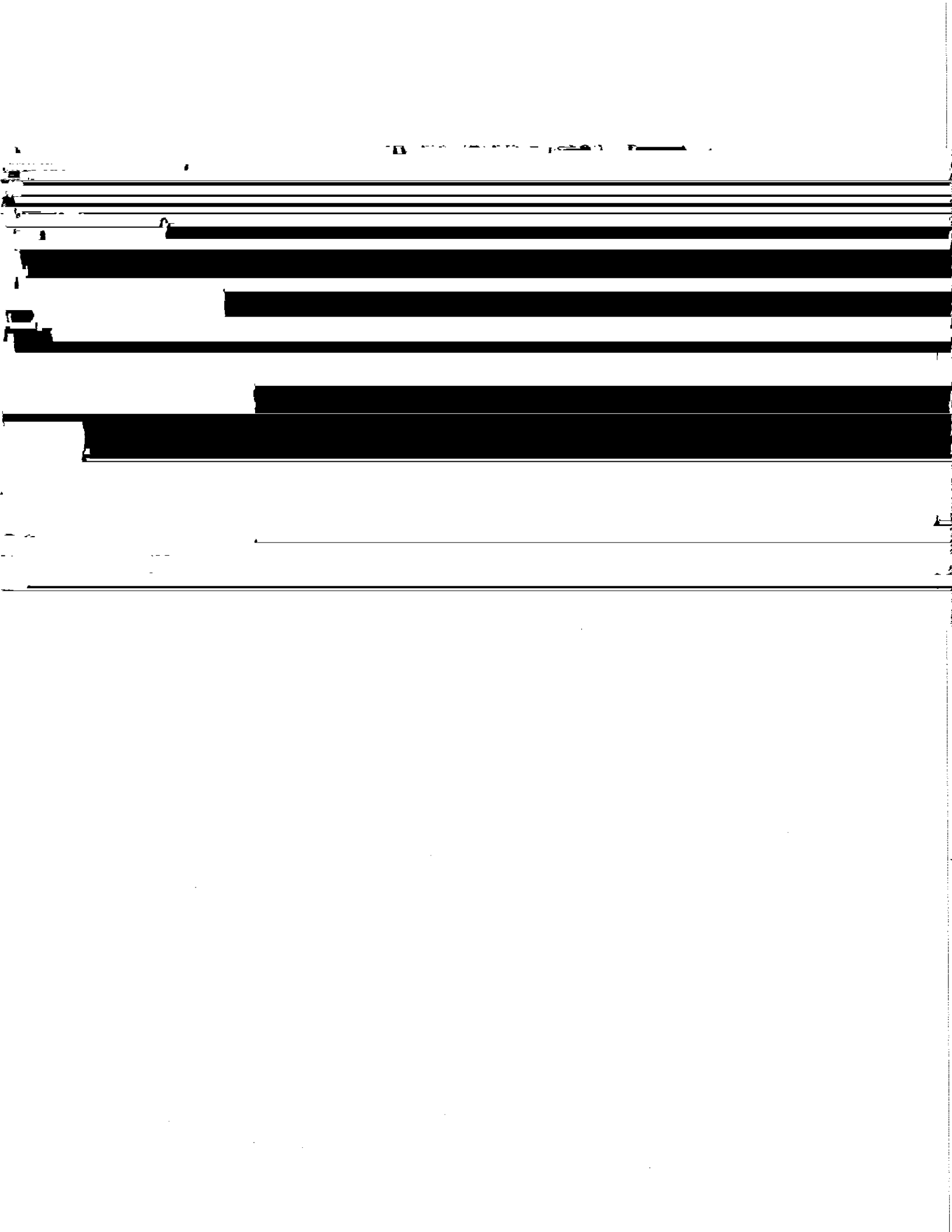
deemed an amendment to any other such agreement, replacing any conflicting terms

[redacted]

therein.

[redacted]

Exhibit A –Facilities



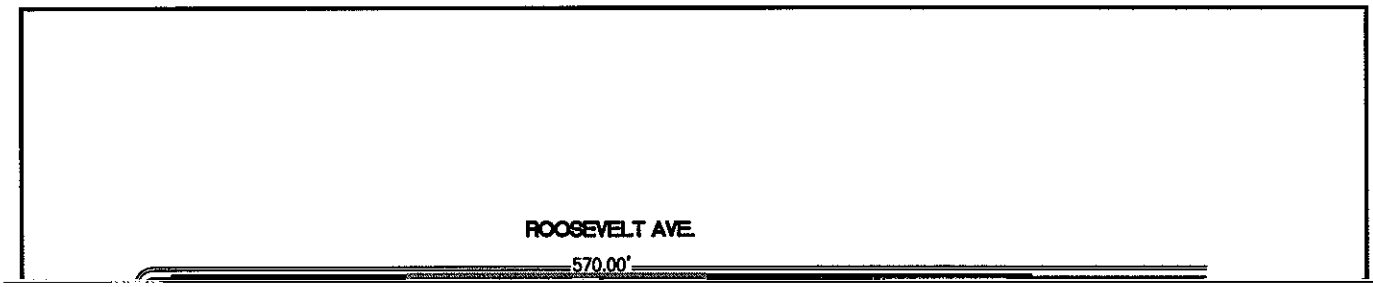

ROOSEVELT AVE.
570.00'

Exhibit C – Facilities Use Fee

Thousand, Four Hundred Seventy Dollars and Twenty Cents ($11,470.20), based on a pro rata facilities cost estimate of Two Dollars and Ten Cents ($2.10) per square foot for

[redacted]

Sacramento City Unified School District

Facilities Use Agreement

Language Academy of Sacramento

2011-2013

FACILITIES USE AGREEMENT

This Facilities Use Agreement ("Agreement") is made by and between Sacramento City Unified School District ("District") and Language Academy of Sacramento, a California non-profit public benefit corporation ("Non-Profit"), which operates Language Academy of Sacramento Charter School, a charter school ("Charter School"). The Non-Profit and District are collectively referred to as the "Parties."

A. WHEREAS, the District and its charter schools are partners in the public education of

School's charter. Notwithstanding the foregoing, those disputes that may result in revocation of Charter School's charter, pursuant to Education Code section 47607, are not required to go through the dispute resolution process.

7. Use.

(a) Public Charter School. The Facilities shall be used and occupied by the Charter School for the purpose of operating a California public charter school as well as

accessible to members of the community. The Parties understand that the Facilities are to

number of bins associated with the Site(s), the bin capacities and the number of removals per week shall not increase during the Term. The District's failure to furnish or cause to be furnished necessary utilities when such failure is caused by (i) Acts of God or other acts beyond the control or fault of the District; (ii) strikes, lockouts, or other labor

directions, regulations, requirements, or any other action by federal, state, county or municipal authority; (iv) inability despite the exercise of reasonable diligence by the District to obtain electricity, water, or fuel; or (v) any other unavoidable delay, shall not cause the District to be in default and shall not result in any liability of the District.

The Charter School shall reimburse the District for the cost of utilities at the Site, as charged to the District by its utility providers, pro-rated to reflect use by other users of

or any prior facilities use agreement term. The Charter School shall operate the Site(s) and Facilities in compliance with the above statutes, standards and policies.

11. Custodial Services.

Custodial services shall be provided pursuant to the terms and conditions as defined in Exhibit D.

12. Signage. The Charter School shall be allowed to place signage on the exterior of the

school as operated or formerly operated by the District. The District shall have final

by the Charter School shall be paid for by the Charter School, and shall be contracted for and performed in accordance with all applicable building code standards, including Title 24 of the California Code of Regulations, the Field Act, Americans with Disabilities Act and the Fair Employment and Housing Act.

The District may impose as a condition to the aforesaid consent to such requirements as the District may deem necessary in its sole discretion, including without limitation, the

manner in which the work is done, a right of approval of the contractor by whom the

liabilities, expenses and costs arising from the negligent or intentional acts of the District, its employees, agents, officers and invitees.

The Charter School shall further indemnify, hold harmless, and defend the District, its Board of Trustees, the members of its Board of Trustees, officers, employees and agents against and from any and all claims arising from any breach or default in the performance of any obligation on the Charter School's part to be performed under the terms of this Agreement, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

The District shall indemnify, hold harmless, and defend the Charter School, its trustees,

[redacted]

liabilities, expenses and costs for any injury, death or damage to any person or property arising from the District's conduct of business at the Facilities, excepting those claims,

Parties shall tender the cost of restoring the Facilities to their respective insurance carriers if the casualty is caused by a third party.

(b) Partial Damage - Insured. If the Facilities are damaged by any casualty which is

22. Assignment and Subletting. The Charter School may not assign its rights under this

Agreement or sublet any portion of the Facilities without the prior written consent of the District.

23. Rules, Regulations and Law. The Charter School and the Charter School's agents, employees, students, visitors and invitees shall observe and comply fully and faithfully with all reasonable and nondiscriminatory policies, rules, and regulations adopted by the District for the care, protection, cleanliness, and operation of the Facilities and the

from the date due at the maximum legal rate. In the event of termination by the District by reason of Charter School's default or breach of this Agreement, the District shall not be obligated to provide facilities to Charter School pursuant to Proposition 39 for the

(f) Venue. Any action or proceeding by any Party to enforce the terms of this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento.

[redacted]

given by either Party to the other hereunder shall be in writing. All notices and demands by the District to Non-Profit or Charter School shall be sent by United States Mail, postage prepaid, addressed to Non-Profit or Charter School at the address set forth below.

Exhibit A –Facilities

The Facilities are limited to the buildings and other property that are listed herein and

Elementary School site. The Facilities do not include the use of any Preschool rooms or storage

Exhibit B – Map of Facilities/ Buildings and Other Property

Exhibit C – Facilities Use Fee

Thousand, Eighty Dollars and Sixty Cents ($82,080.60), based on a pro rata facilities

The Charter School shall be responsible for providing and paying directly for custodial services for the Facilities. Said services shall result in a level of performance consistent

Sacramento City Unified School District

Facilities Use Agreement

Public School 7 (PS7)

2011-2013

FACILITIES USE AGREEMENT

This Facilities Use Agreement ("Agreement") is made by and between Sacramento City Unified School District ("District") and St. HOPE Public Schools, a California non-profit public benefit corporation ("Non-Profit"), which operates Public School No. 7, a charter school ("Charter School"). The Non-Profit and District are collectively referred to as the "Parties."

RECITALS

("Term"), unless earlier terminated as provided herein.

4. Facilities Use Fee. The dollar amount to be paid by Charter School, per square foot, for use of the Facilities contemplated herein during the Term ("Facilities Use Fee") will be calculated by District pursuant to Title 5, California Code of Regulations, section

7. Use.

(a) Public Charter School. The Facilities shall be used and occupied by the Charter School for the purpose of operating a California public charter school as well as

[redacted]

for example, PTA events, weekend fundraisers, and after-school programs) and for no

by members of the community shall not interfere with school activities. District Board

Policy and Administrative Regulations related to the Civic Center Act shall control scheduling, use and collection of fees related to use of the Facilities by members of the public. Consistent with that policy and the regulations, the District shall be solely responsible for coordinating access to the Facilities under the Civic Center Act and shall require users to provide appropriate proof of insurance related to use of the Facilities and

directions, regulations, requirements, or any other action by federal, state, county or municipal authority; (iv) inability despite the exercise of reasonable diligence by the District to obtain electricity, water, or fuel; or (v) any other unavoidable delay, shall not cause the District to be in default and shall not result in any liability of the District.

[redacted]

charged to the District by its utility providers, pro-rated to reflect use by other users of the Site. Thirty (30) days prior to the commencement of the 2011-2012 and 2012-2013 school years, the District shall endeavor to notify the Charter School of its estimated [redacted]

11. Custodial Services.

Exhibit D.

12. Signage. The Charter School shall be allowed to place signage on the exterior of the

(c) Upon the expiration or earlier termination of this Agreement, Charter School shall surrender the Facilities and furnishings and equipment in the same condition as received,

improvements ("Improvements") to the Facilities after obtaining the prior written consent

[redacted]

maintains its ownership rights in any alterations, additions or improvements and may be

[redacted]

allowed to remove at termination of this Agreement and restore the Facilities to the

or intentional acts of the Charter School, its employees, agents, officers and invitees.

The District shall further indemnify, hold harmless, and defend the Charter School

Charter School secures alternative space then there shall be no diminution in the use payments during the period of the restoration.

(c) Total Destruction. If the Facilities are totally destroyed (defined as the destruction of

more than fifty percent (50%) of the usable classroom space) or the Facilities cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. Immediately upon the effective date of the damage, the District's

(a) The failure by Charter School to utilize the Facilities for the purpose of operating a California public charter school and conducting such activities which are consistent with the terms of its Charter (including, for example, PTA events, weekend fundraisers, and

27. Miscellaneous.

(a) Waiver. The waiver by either Party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

of a conflict between the terms of the charter and any other agreement between the Charter School and the District, the terms of this Agreement shall prevail and shall be deemed an amendment to any other such agreement, replacing any conflicting terms therein.

(j) No Admission. Except as expressly agreed herein, nothing contained herein shall constitute an admission of fact or law.

(k) Binding Obligation. If and to the extent that the Charter School is a separate legal

[redacted]

binding obligation on the Charter School and the District agrees that this Agreement is a binding obligation on the District.

(l) Prior Agreements. This Agreement contains all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose.

(m) Subject to Approval by Governing Board. This Agreement shall become effective

(o) Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Signatures transmitted via facsimile

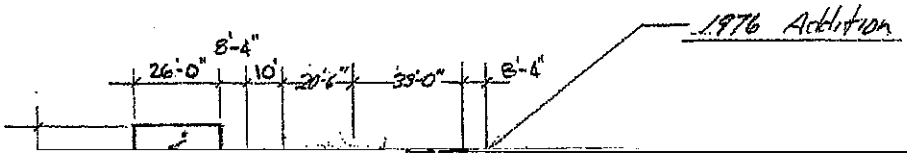
equivalent to original signatures on counterparts.

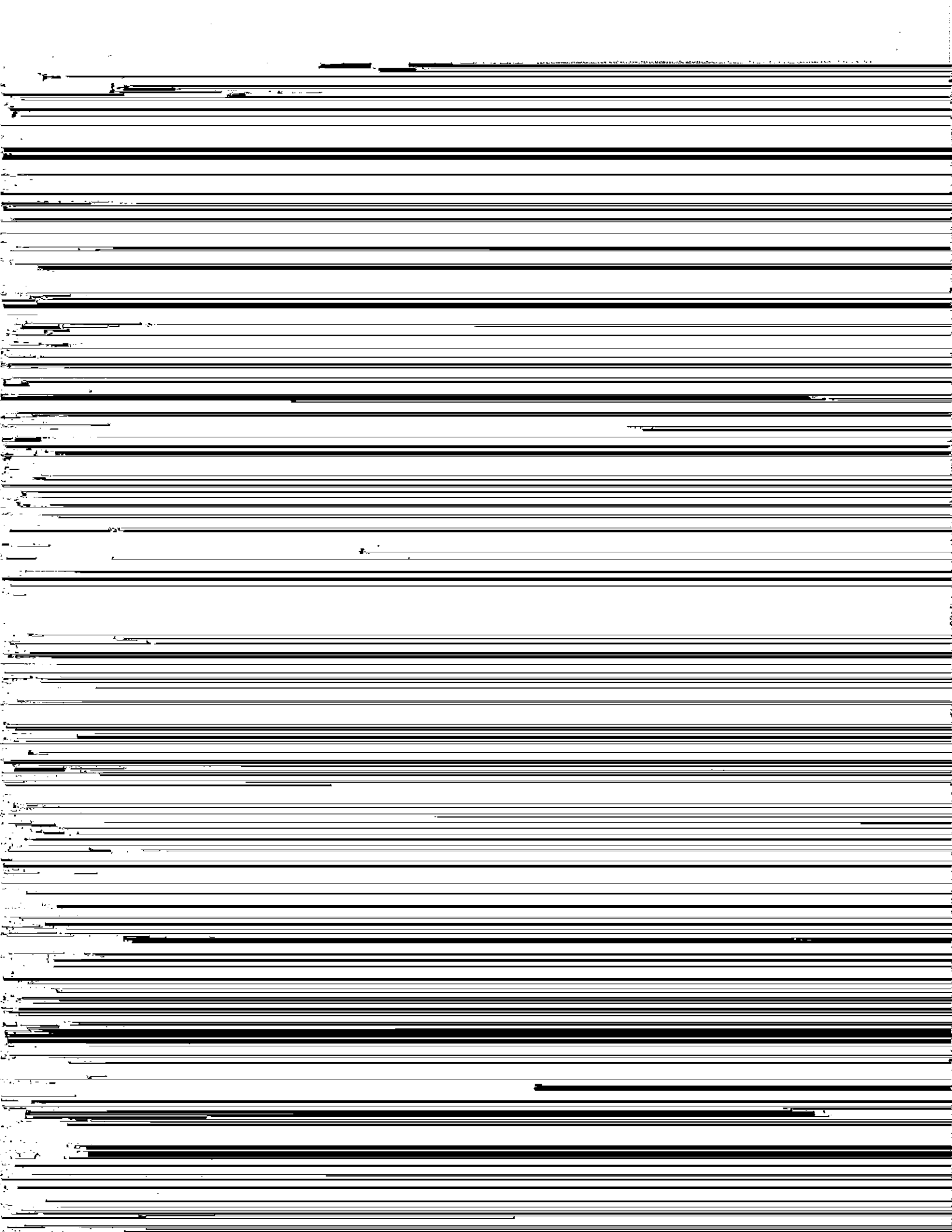
(p) Warranty of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties by signing this Agreement warrants and

Exhibit A –Facilities

The Facilities are limited to the buildings and other property that are listed herein and further depicted in Exhibit B. At the Strawberry Lane Site, the Facilities consist of Buildings 1,

JOHN MUIR





[redacted]

Exhibit C – Facilities Use Fee

Charter School shall pay District an *initial estimated* Facilities Use Fee of Eighty-Two

Thousand, Three Hundred Twenty-Six Dollars and Thirty Cents ($82,326.30), based on

Exhibit D – Custodial Services

services for the Facilities. Said services shall result in a level of performance consistent with custodial services maintained by the District for its other District schools. The

Facilities Use Agreement

FACILITIES USE AGREEMENT

This Facilities Use Agreement ("Agreement") is made by and between Sacramento City Unified School District ("District") and St. HOPE Public Schools, a California non-profit public benefit

[redacted]

("Charter School"). The Non-Profit and District are collectively referred to as the "Parties."

RECITALS

[redacted]

3. Term. The term of this Agreement shall be from August 1, 2011, to July 31, 2013 ("Term"), unless earlier terminated as provided herein.

4. Facilities Use Fee. The dollar amount to be paid by Charter School, per square foot, for use of the Facilities contemplated herein during the Term ("Facilities Use Fee") will be calculated by District pursuant to Title 5, California Code of Regulations, section 11969.7. To calculate the Facilities Use Fee, District must determine actual facilities costs and total space figures in the year preceding the fiscal year in which facilities are provided. Such amounts may only become available to District after the Term of the Agreement begins. Therefore, the District will provide an initial estimated Facilities Use Fee, subject to amendment when the preceding fiscal year figures become final. The

7. Use.

(a) Public Charter School. The Facilities shall be used and occupied by the Charter

School for the purpose of operating a California public charter school as well as conducting such activities which are consistent with the terms of its Charter (including, for example, PTA events, weekend fundraisers, and after-school programs) and for no other purposes without the prior written consent of the District. The Charter School will

by members of the community shall not interfere with school activities. District Board

directions, regulations, requirements, or any other action by federal, state, county or municipal authority; (iv) inability despite the exercise of reasonable diligence by the

11. Gardening/Custodial Services.

[redacted]

defined in Exhibit D.

12. Signage. The Charter School shall be allowed to place signage on the exterior of the Facilities. The District will keep its own signage exhibited at the Site, identifying the school as operated or formerly operated by the District. The District shall have final

[redacted]

13. Operations and Maintenance.

(a) The cost for the ongoing operations and maintenance of the Facilities and furnishings

and equipment is calculated into the Facilities Use Fee of Section 4 of this Agreement. The District shall be responsible for providing the wiring/MIS infrastructure and maintaining it in its condition as of July 1, 2011. Any upgrades or improvements to the wiring/MIS infrastructure shall be the responsibility of the Charter School, in compliance with Section 14 ("Alterations and Additions"). The Charter School is responsible for the

The District may impose, as a condition to the aforesaid consent, such requirements as the District may deem necessary in its sole discretion, including without limitation, the manner in which the work is done, a right of approval of the contractor by whom the work is to be performed, and the times during which it is to be accomplished.

Should the Charter School fail to obtain the prior written consent of the District's Superintendent or his designee for Improvements, the Charter School shall, upon written request by the District, immediately cease making Improvements until such written consent is obtained, and the Charter School shall bear any costs, expenses and liabilities

Should the Charter School fail to contract and perform the Improvements in accordance

any claim for damages for any inconvenience to or interference with the Charter School's

business, any loss or use of quiet enjoyment of the Facilities related to District's entry for the purposes identified in this Section.

16. Employees, Contractors and Independent Contractors. The Charter School and the

[redacted]

in contracts between the Non-Profit and any third party (such as contract with a [redacted]

(but shall not be obligated to) take all action necessary to release and remove such lien,

[redacted]

including reasonable attorneys' fees and costs, incurred by District in connection with such lien shall be immediately due and payable by Charter School.

21 Holding Over. Charter School shall not remain in possession of the Facilities or any part

and is diligently pursuing a statutory appeal of the revocation or nonrenewal of its charter.

(e) The failure by Charter School to maintain ADA of eighty (80) or more in-District students as the term "in-District students" is defined in Proposition 39.

In the event of any material default or breach by Charter School, District may, but shall not be obligated to, terminate this Agreement and Charter School's right to possession of the Facilities upon thirty (30) days written notice thereof to the Charter School if the default is not cured within the thirty (30) day period. If the nature of the default is such

[redacted]

that the same cannot reasonably be cured within said thirty (30) day period, the Charter

27. Miscellaneous.

(a) Waiver. The waiver by either Party of any term, covenant or condition herein

of a conflict between the terms of the charter and any other agreement between the Charter School and the District, the terms of this Agreement shall prevail and shall be deemed an amendment to any other such agreement, replacing any conflicting terms therein.

[redacted]

constitute an admission of fact or law.

(k) Binding Obligation. If and to the extent that the Charter School is a separate legal

[redacted]

(o) Execution in Counterparts. This Agreement may be executed in counterparts, each of

[redacted]

or portable document format ("pdf") to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

[redacted]

Exhibit A –Facilities

Exhibit B.. The Facilities do not include Portable Building (rooms P0 P1 P2 P3 P4 P5 P6 P7

Exhibit B – Map of Facilities/ Buildings and Other Property

Exhibit C – Facilities Use Fee

Charter School shall pay District an *initial estimated* Facilities Use Fee of Four Hundred Thirty-Three Thousand, Four Hundred Seventy-Nine Dollars and Ninety Cents

Exhibit D – Gardening/Custodial Services

be a District employee subject to the District's collective bargaining agreement with SEIU. The Charter School shall reimburse the District for the salary and benefits of the

EXHIBIT B

Sacramento City Unified School District

Facilities Use Agreement

Yav Pem Suab Academy

2011-2013

FACILITIES USE AGREEMENT

[redacted]

terms and conditions set forth in this Agreement.

2. Term. The term of this Agreement shall be from August 1, 2011 to July 31, 2012

revocation of Charter School's charter, pursuant to Education Code section 47607, are not required to go through the dispute resolution process.

7. Use.

(a) Public Charter School. The Facilities shall be used and occupied by the Charter School for the sole purpose of operating a California public charter school and for no other purpose without the prior written consent of the District. The Charter School's enrollment must not exceed the safe and legal limit for the classroom space it occupies.

(b) Insurance Risk. The District shall maintain first party property insurance for the Facilities. The Charter School shall not do or permit anything to be done in or about the Facilities nor bring or keep anything therein which will in any way increase the existing insurance rate or affect any fire or other insurance upon the Facilities, or any of the contents of the Facilities (unless the District gives its prior approval and the Charter School pays any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering the Facilities or any part thereof or any of its contents, nor shall the Charter School sell or permit to be kept, used, or sold in or about the Facilities any articles which may be prohibited by a standard form policy of fire

public. Consistent with that policy and the regulations, the District shall be solely responsible for coordinating access to the Facilities under the Civic Center Act and shall require users to provide appropriate proof of insurance relative to their use of the Facilities and

The Charter School shall reimburse the District for the cost of utilities at the Site, as charged to the District by its utility providers, pro-rated to reflect use by other users of the Site. Thirty (30) days prior to the commencement of the 2011-2012 school year, the District shall endeavor to notify the Charter School of its estimated monthly charge for

[redacted]

a monthly basis concurrent with the Charter School's payment of the Facilities Use Fee

13. Operations and Maintenance.

(a) The cost for the ongoing operations and maintenance of the Facilities and furnishings

[redacted]

The District shall be responsible for providing the wiring/MIS infrastructure and maintaining it in its condition as of July 1, 2011. Any upgrades or improvements to the wiring/MIS infrastructure shall be the responsibility of the Charter School, in compliance with Section 14 ("Alterations and Additions"). The Charter School is responsible for the cost of internet service provided at the commercial rate.

(b) The District shall be responsible for any modifications necessary to maintain the Facility in accordance with Education Code Sections 47610(d) or 47610.5. Projects eligible to be included in the District's deferred maintenance plan established pursuant to

[redacted]

maintains its ownership rights in any alterations, additions or improvements and [redacted]

demands, actions, suits, losses, liabilities, expenses and costs arising from the negligent or intentional acts of the Charter School, its employees, agents, officers and invitees.

The District shall further indemnify, hold harmless, and defend the Charter School against and from any and all claims arising from

of any obligation on the District's part to be performed under the terms of this Agreement, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

Upon becoming aware of any casualty or accident in or on the Facilities, each Party to this Agreement shall

(a) Waiver. The waiver by either Party of any term, covenant or condition herein

of a conflict between the terms of the charter and any other agreement between the

Charter School and the District, the terms of this Agreement shall prevail and shall be

or portable document format ("pdf") to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

Exhibit A –Facilities

A description of the Facilities is as follows: The entire Site except for the follo[illegible]

EXHIBIT B

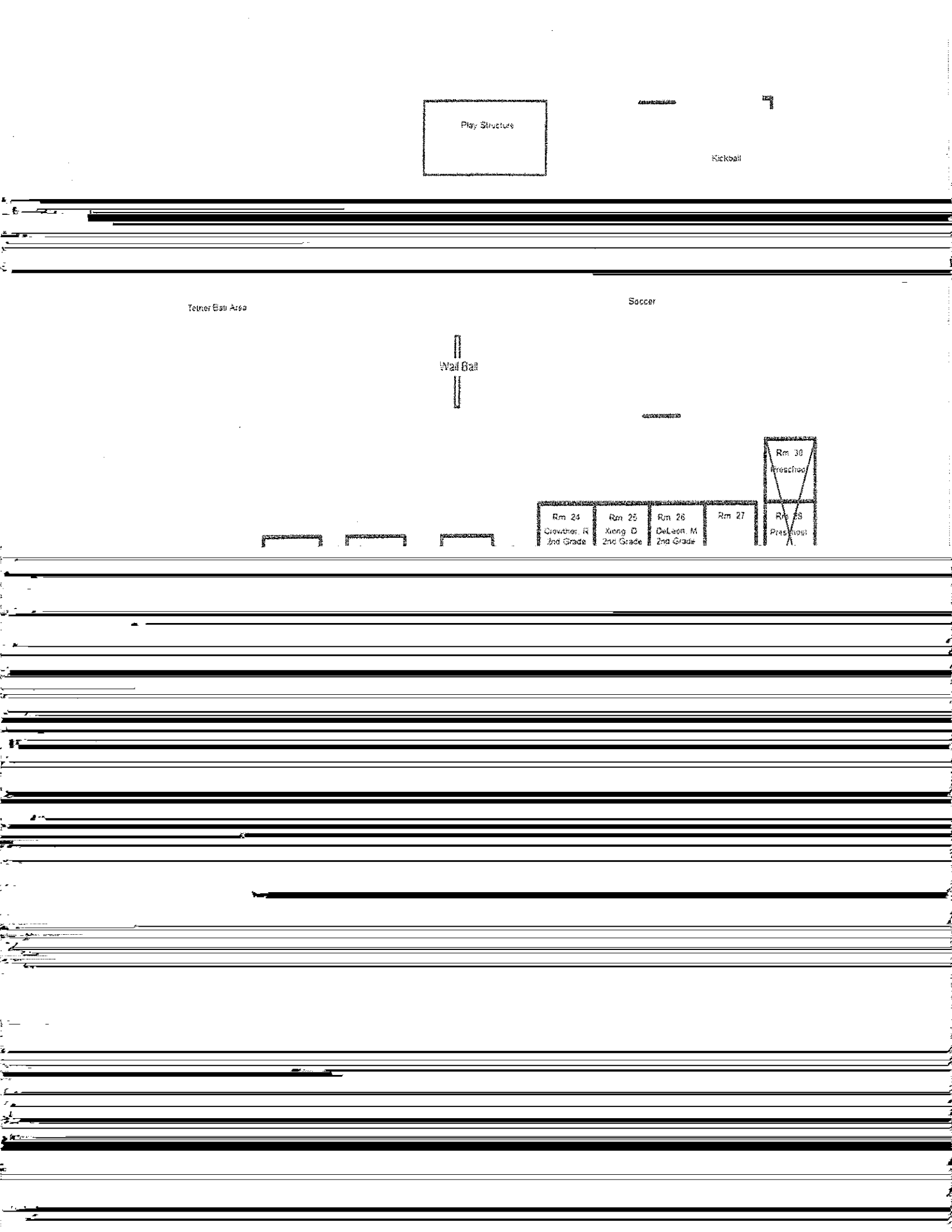

Play Structure
Kickball
Tether Ball Area
Soccer
Wall Ball
Rm 24
Crowther, R
2nd Grade
Rm 25
Xiong, D
2nd Grade
Rm 26
DeLeon, M
2nd Grade
Rm 27
Rm 30
Preschool
Rm 29
Preschool

EXHIBIT C

Charter School shall pay District an initial estimate Facilities Use Fee of Eighty-Six Thousand Seven Hundred forty Dollars and fifty Cents ($86,740.50), based on a pro rata facilities cost estimate of Two Dollars and Ten Cents ($2.10) per square foot for the use of

during the Term of the Agreement. The initial estimate Facilities Use Fee shall be paid out in

EXHIBIT D

The Charter School shall be responsible for providing and paying directly for custodial services for the Facilities. Said services shall result in a level of performance consistent with custodial services maintained by the District for its other District schools. The Charter School