

# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.1f

Meeting Date : August 2, 2018

Subject : Approve Facility Use Agreement for NorCal Trade and Tech

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading
- Conference/Action
- Action
- Public Hearing

Division : Academic Office

Recommendation : Approve Facility Use Agreement between Sacramento City Unified School District and Success Skills, Inc.: NorCal Trade and Tech.

Background/Rationale : The District approved the initial charter petition for NorCal Trade and Tech on January 18, 2018 for a term of five years effective July 1, 2018 to June 30, 2023. NorCal Trade and Tech intends to operate in numerous locations with private leases and one district-owned property for the charter school's operations and educational programs. The mutually negotiated Facility Use Agreement is not within the auspices and requirements of Proposition 39, where districts are obligated to provide facilities to charter schools. Per the Board's direction, the District may provide the facility located at 2401 Florin Road to the charter school only with no costs to the District.

## FACILITIES USE AGREEMENT

This Facilities Use Agreement ("Agreement") is made by and between Sacramento City Unified

School District ("District") and Success Skills, Inc., a California non-profit corporation ("Non-Profit"), which operates NorCal Trade and Tech, a charter school ("Charter School"). The Non-Profit and District are collectively referred to as the "Parties."

### RECITALS

- A. WHEREAS, the District and its charter schools are partners in the public education of students and it is the District's intent to ensure that its facilities are shared equitably with all

their "as is" condition. District has no responsibility to make any modifications to the Facilities or Site that may be required to prepare the Facilities or Site for Charter School to carry its public charter school program. Furthermore, District makes no representations or warranties regarding the fitness or suitability of the Facilities or Site for Charter School's intended use of same.



to enable District to determine then current out-of-District student enrollment. Failure to comply with these obligations will constitute a material breach of this Agreement. The District is required to provide written notification to Charter School of fee changes for out-of-District students no later than June 30 for implementation following the next school year. When recalculated annually, and upon receiving written notification, Charter School may terminate the Facility Use Agreement, if the Out-of-District Charge increases by 10% or more of the prior school year's Out of District Charge rate, with written notification to the District no later than 90 working days after receipt of the District notification. If this Agreement is terminated, the Charter School shall completely vacate

Dispute Resolution

be used for any unlawful purpose, nor shall the Charter School ever maintain any records

Illegal Uses

Security Badges

[REDACTED]

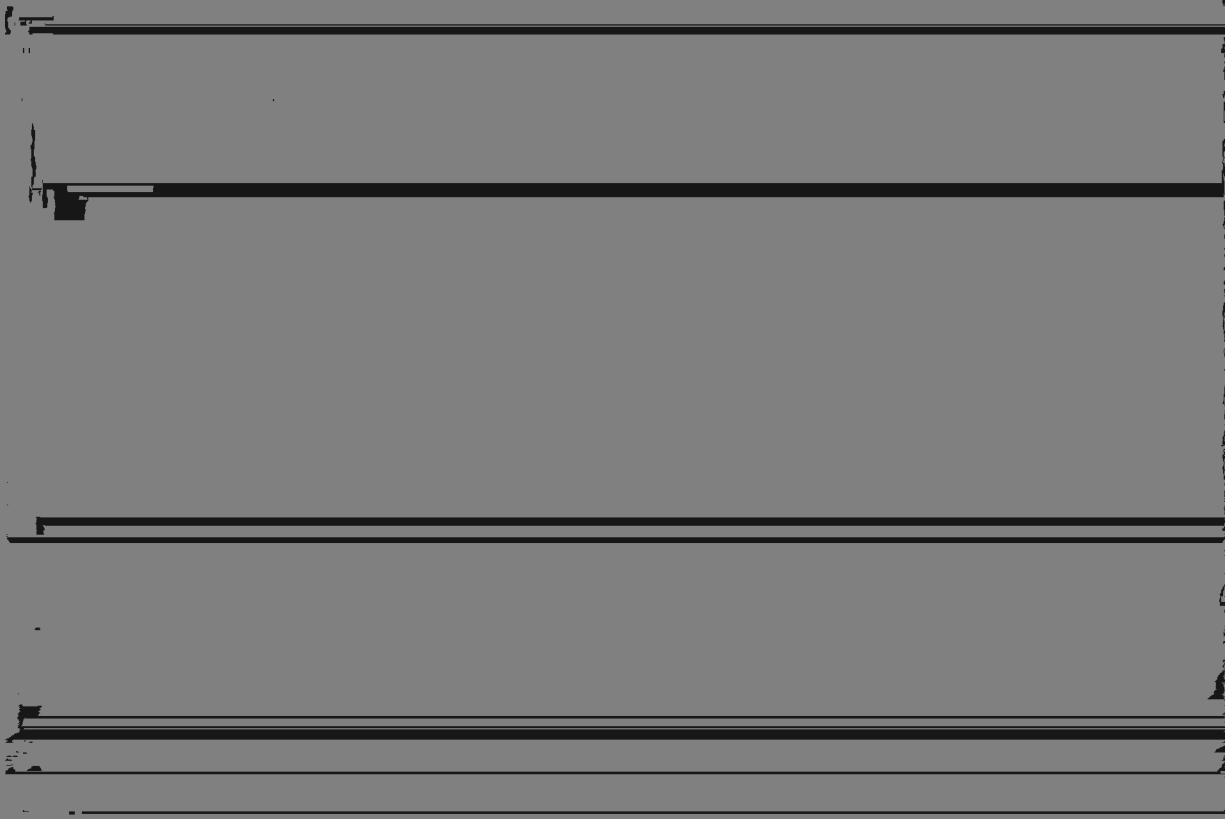
such furniture, fixtures and equipment to the District in like condition at the termination

of this Agreement, excepting ordinary wear and tear. Upon return of the furniture, fixtures, and equipment, the District will inspect said items within sixty (60) calendar days. The Charter School shall be responsible for costs to repair or replace furniture, fixtures, and equipment to like condition, excepting ordinary wear and tear. All furniture, fixtures, and equipment that are not the property of the District or are not otherwise reimbursed by the District shall remain the property and under the ownership of the Charter School and shall be disposed of according to the provisions of the approved Charter School charter - petition.

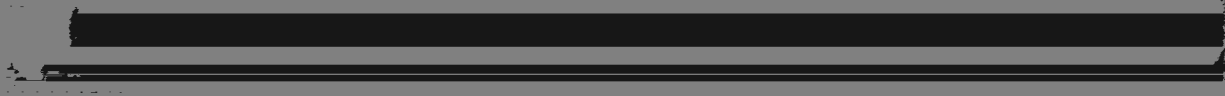
10 . District agrees to furnish or cause to be furnished to the Facilities necessary utilities. Utilities include, but are not limited to, electrical, natural gas, sewer, waste disposal/recycling and water services. Due to cost containment efforts by the District, the

12. Signage.

(a) 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 ~~represented by the Charter School~~ ~~created by the District. The District shall have final approval over~~



the design, content and location of the Charter School's signage, but shall not unreasonably deny such design, content or location. The Charter School must remove the signage upon termination of this Agreement. The Charter School must restore the Facilities, following removal of the signage, to the condition existing prior to installation



of the signage to District's reasonable satisfaction.

(h) The District will ensure that all signage at the Facilities that are required by law or ~~the Charter School~~

Regulations, the Field Act, the Americans with Disabilities Act, the Fair Employment and Housing Act and all applicable District policies relating to facilities construction (the "Construction Standards"). The District Superintendent or his designee will identify persons with whom the Charter School can communicate to seek information regarding District policies and to obtain consent for Improvements.

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 the Superintendent's designee, for Improvements, the Charter School

[REDACTED]

such written consent is obtained and the Charter School shall bear any costs, expenses



to supply any service to be provided by the District to the Charter School hereunder and to alter, improve or repair the Facilities, or in the case of an emergency.

The District may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed so long as the Charter School operations do not suffer unreasonable interference. The District agrees to use its best efforts at all times to



Charter School waives 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. . The Charter School and the District, their employees, agents, contractors and subcontractors shall comply with the requirements

Upon becoming aware of any casualty or accident in or on the Facilities, each Party to this Agreement shall give prompt written notice thereof to the other Party.

In the event of a third party claim or potential claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, and in expediting all reasonable or necessary efforts to gain coverage for the Parties under any liability policy or indemnity agreement issued in favor of the Non-Profit, including indemnity rights or agreements existing

[REDACTED]

supplier of goods or services), and further including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

18 Insurance. The Charter School, at the Charter School's sole cost and expense, shall obtain and keep in full force and effect beginning on or before July 1, 2018 and continuing

[REDACTED]

leakage.

Insurance Deductible: All policies of insurance provided by the Club

[REDACTED]

[REDACTED]

Damage to w

Partial Damage - Incurred

Damage Incurred

Incurred

[REDACTED]

availability of insurance proceeds, then this Agreement shall be terminated effective the date of the destruction.

20. Liens. The Non-Profit shall keep the Facilities free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of the Non-Profit or the Charter School. Notwithstanding anything stated herein to the contrary, if the Non-Profit and/or Charter School fails to promptly release and remove any such lien, District, at

Holding Over

release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by District in connection with such lien shall be immediately due and payable by the Non-

(a) The failure of the Non-Profit to utilize the Facilities for the sole purpose of

operating the Charter School.

(b) The failure of the Non-Profit to make timely payments required under this Agreement.

(c) The failure of the Non-Profit or the 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, or, voluntary closure of the Charter School. Notwithstanding the foregoing, this Agreement shall not be

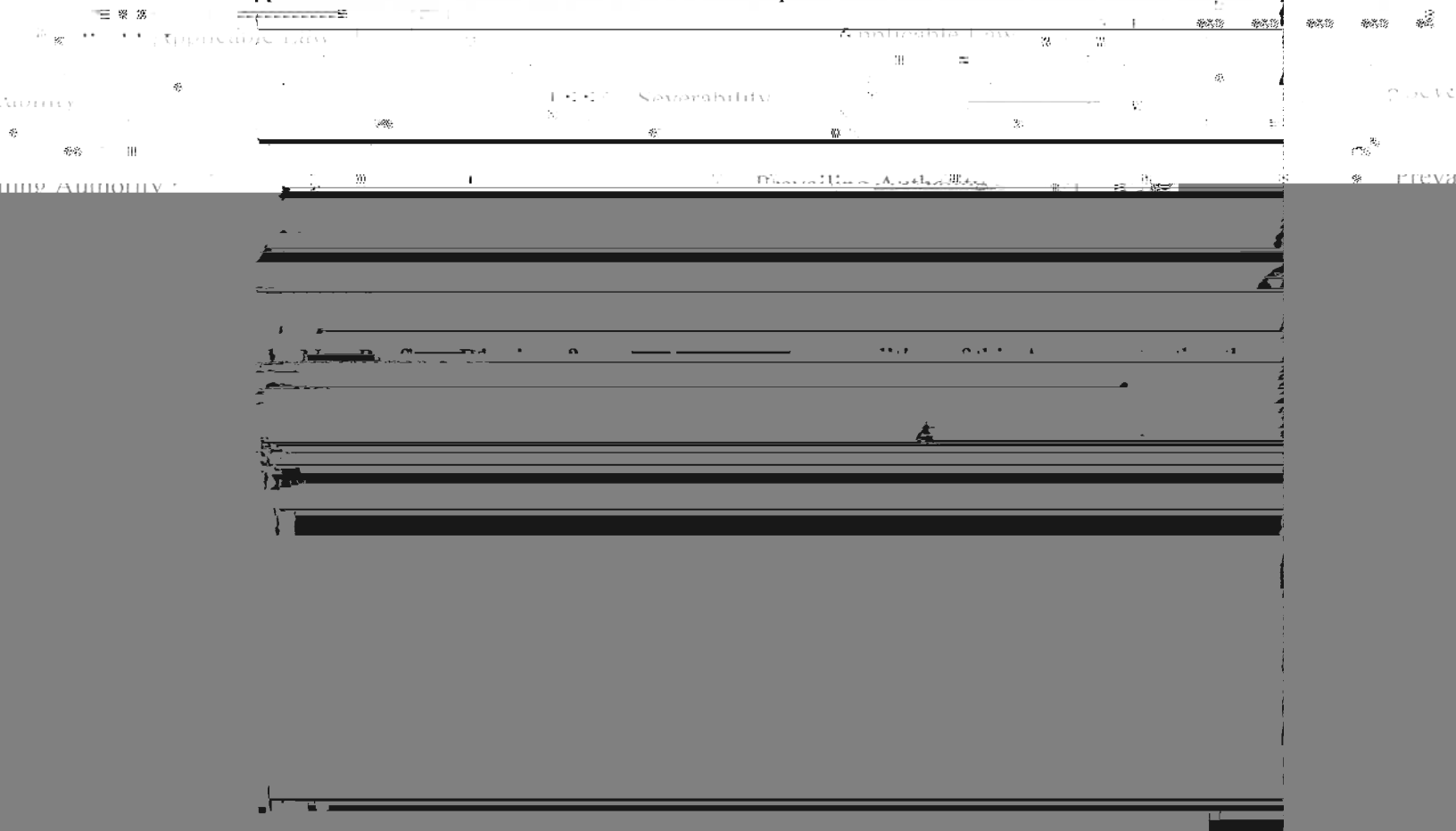
terminated pursuant to this provision, provided that the Charter School continues to operate

Headings

Successors and Assign

Amendment

Construction



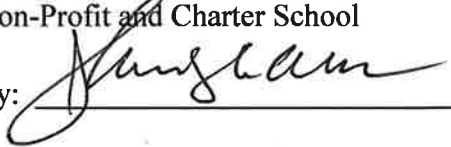
(j) [REDACTED]. Except as expressly agreed herein, nothing contained herein shall constitute an admission of fact or law.

(k) [REDACTED]. If and to the extent that the Non-Profit is a separate legal entity from the District, the Non-Profit expressly agrees that this Agreement is a binding

[REDACTED]

(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 represents that such Party is legally authorized and entitled to enter into this Agreement.

Non-Profit and Charter School

By: 

Date: 7-20-18

\_\_\_\_\_  
\_\_\_\_\_

By: Jorge Aguilar, Superintendent

Date:

Approved and ratified this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by the Board of Education of the  
Escondido City Unified School District by the following vote:

\_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT A – Description and Square Footage of Facilities**

**Except as otherwise provided herein, Charter School will have use of the following Facilities:**

**[AS APPLICABLE, LIST CLASSROOMS, OFFICE SPACE, RESTROOMS, PORTABLES, AND OTHER FACILITIES TO BE MADE AVAILABLE TO CHARTER SCHOOL. INCLUDE SQUARE FOOTAGE. ALSO INDICATE ANY SHARED FACILITIES, SUCH AS MULTIPURPOSE ROOMS AND PLAYING FIELDS, AND ANY SCHEDULE FOR SHARED USE, IF KNOWN. INDICATE LOCATION AND NUMBER OF PARKING SPACES FOR CHARTER SCHOOL STAFF AND VISITORS.]**

**[ Will be provided by SCUSD]**

**EXHIBIT B – Map or Site Diagram of (2401 Florin Road) Campus Facilities/Buildings and Other Property**

**[Will be provided by SCUSD]**

For the 2018- 2019 school year, Non-Profit shall pay District an initial estimated Facilities Use Fee of Fourteen Thousand Four Hundred Forty-Eight Dollars and Zero Cents (\$14,448.00) based on a pro rata

Exhibit D1 – Custodial Services: Utilizing District Staff

a. . The District shall be responsible for providing the “routine” or regularly scheduled daily or weekly custodial services for the Facilities. The level of said services will be consistent with the District’s standard practices and policies. The District’s standard policies will be provided to the

[REDACTED]

Non-Profit. Said services will be provided by District employees, and the Charter School has the right to report dissatisfaction with the custodial services so that the District will take any corrective action that may

[REDACTED]

Exhibit D2 – Custodial Services: Not Utilizing District Staff

- Charter School is responsible for the routine or regularly scheduled custodial services
- Facilities Oversight
  - Charter School staff custodial staff shall participate in all custodial trainings provided by the District
  - Charter School custodial staff to attend two District meetings per school year
  - ~~Charter School custodial staff shall be trained to the same standard as District staff~~

Charter School custodial staff to complete one written FIT report per school year per requirements of the District

- District staff to have unannounced inspections and visits

Cost to Charter School: \$2,000 per school year for training and meetings

Exhibit E – Amended Terms

~~RESERVED~~

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