



San Juan
Unified School District

San Juan Unified School District Facilities Committee

- | | | |
|---|--|--|
| <input type="checkbox"/> Anderson Berry, Chair | <input type="checkbox"/> Kathryn Brann | <input type="checkbox"/> Fred Latu |
| <input type="checkbox"/> Maggie Cooper, Asst. Chair | <input type="checkbox"/> Tina Cooper | <input type="checkbox"/> Steve Ward |
| <input type="checkbox"/> Lupita Alcala | <input type="checkbox"/> Ashley Freer | <input type="checkbox"/> Fedros Yavrom |
| <input type="checkbox"/> Melinda Avey | | |

We commit to:

- | | |
|--|--|
| o <i>Being responsive to the needs of students</i> | o <i>Clearly defining and agreeing upon mission</i> |
| o <i>Conducting meetings that are: Effective, Efficient and Decisive</i> | o <i>Members having open minds and being creative</i> |
| o <i>Focusing on solving problems</i> | o <i>Abide by Brown Act concept and principles</i> |
| o <i>Working together through the committee chair</i> | o <i>Being responsive to the direction of the Board as a whole</i> |
| o <i>Recognizing the committee's role as a recommending body</i> | o <i>Members being polite, respectful, and supportive of other's time and opinions</i> |
| o <i>Differentiating between fact and opinion</i> | |

AGENDA

November 1st, 2022

District Office Board Room

3738 Walnut Avenue, Carmichael, CA 95608

I. CALL TO ORDER – 6:30 p.m.

II. VISITOR COMMENTS*- 6:35 p.m.

III. BUSINESS ITEMS – 6:40 p.m.

- | | |
|--|---------------------------|
| 1. Approval of the Minutes – October 4, 2022 - Action | (Berry) |
| Material Provided (Pages 2 - 4) | |
| 2. Chair Report | (Berry) |
| 3. Board Member Report | (Hernandez) |
| 4. LCAP Parent/Legal Guardian Educational Partner Listening Session for 2023-24 LCAP | (Tornatore/Mulder) |
| Material Provided (Pages 5 - 7) | |
| 5. Update: Easement Agreements with Carmichael Water District & California-American Water Co. | (Camarda) |
| Material Provided (Pages 8 – 25) | |

IV. FUTURE AGENDA ITEMS – Discussion 7:30– 7:40 p.m.

- Safe Schools Update
- Construction Update

V. INFORMATION – 7:40 p.m.

- | | |
|--|-------------|
| 1. Attendance Summary..... | Page 26 |
| 2. Board of Education Future Agenda Items..... | Pages 27-29 |

VI. ADJOURNMENT – 7:45 p.m.

* Public comments are welcome at Facilities Committee meetings. Each agenda allows time for visitor comments at the beginning of the meeting, as well as during consideration of specific agenda items. To give everyone a chance to be heard, we ask that you limit your comments to two minutes. To speak to the Committee, you must fill out a "Request to Address the Facilities Committee" card, which is available at each meeting. This card will be given to the Chair. You will be called at the appropriate time.



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- Maggie Cooper, Asst. Chair
- Lupita Alcala
- Melinda Avey

- Kathryn Brann
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- Ashley Freer

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 - o *Differentiating between fact and opinion*
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 - o *Abide by Brown Act concept and principles*
 - o *Being responsive to the direction of the Board as a whole*
 - o *Members being polite, respectful, and supportive of other's time and opinions*
-

AGENDA

October 4, 2022

District Office Board Room

3738 Walnut Avenue, Carmichael, CA 95608

I. CALL TO ORDER – 6:30 p.m.

Mr. Berry called the meeting to order at 6:35 p.m.

II. VISITOR COMMENTS*- 6:35 p.m.

Tom Nelson commented on the Facilities Master Plan. He would like to see it updated and put onto a future agenda.

III. BUSINESS ITEMS – 6:40 p.m.

1. Introductions - New Facilities Committee Members

(Berry)

Mr. Berry welcomed the committee's new members: Ms. Alcala, Ms. T. Cooper, Ms. Freer and Mr. Ward. Each member shared a little about themselves and why they decided to join the Facilities Committee.

2. Approval of the Minutes - June 7, 2022 - Action

(Berry)

Material Provided (Pages 3-6)

As so moved by Mr. Berry, seconded by Ms. Avey.

Ayes: Berry, Avey, Yavrom

Abstentions: Alcala, T. Cooper, Freer, Ward

3. Chair Report

(Berry)

Mr. Berry had nothing to report.

4. Board Member Report

(Creason)

Ms. Creason, Board Vice President, attended for Mr. Hernandez this evening. She is not this committee's liaison, but was happy to attend tonight and meet the new members. Ms. Creason said she appreciates the committee members taking free time out of their day to attend these meetings.

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5. Brown Act Review – Report

(Simlick)

Material Provided (Pages 7-16)

Ms. Simlick provided the committee members an update on the Brown Act. Most notable was the new AB 2449, effective January 1, 2023, through January 1, 2026. This new bill will allow teleconferencing into meetings based on a state of emergency or emergency circumstances. A committee member may attend a meeting remotely without having to identify and open their teleconference location to the public if the member has just cause or faces emergency circumstances that requires them to meet remotely. The member must notify the legislative body of their need to attend remotely as soon as possible and provide a general description of their reason(s).

Ms. Simlick also went over the requirements of AB 2449. For example, the committee must have a quorum in a single location, even if other members are attending remotely. If the meeting broadcast is interrupted, no committee action can be taken until the broadcast is restored.

Ms. Avey asked if this means that we need to have in-person meetings, starting now.

Ms. Simlick answered that you can still meet remotely, but you would have to be able to show that you are concerned your health, or another's health, causing you to meet remotely.

6. Review: Facilities Committee Bylaws

(Berry)

Material Provided (Pages 17-20)

Mr. Berry asked the committee if they have gotten a chance to review the bylaws and if there were any questions.

Ms. Avey asked if the committee's composition will be changed once the board brings on new members.

Mr. Camarda responded yes, after the new board members are appointed more committee members will be added.

Ms. Avey asked if the board bylaws are approved by the Board of Education.

Ms. Simlick responded yes, and committee members can work with the committee liaison if she would like to have something added or changed.

Mr. Camarda stated that he thought it would be important to have a committee bylaw review since we new members starting tonight.

Ms. Avey asked why some agenda item requests never end up on the agenda.

Mr. Camarda replied that ultimately, the board liaison and the committee chair determine if they want to have the item on the agenda, or not.

Ms. Avey inquired about the process for bylaw amendments and getting items onto the committee's agenda.

Ms. Simlick advised that Mr. Berry and Mr. Hernandez would need to have a conversation as far as getting an item onto the facilities committee agenda.

Ms. Avey commented that she would like to see more suggested items brought forward for the committee to discuss and increase engagement.

7. Organizational Meeting – Action

(Berry)

a. Annual Meeting Schedule - Material Provided (Page 21)

Ms. Freer proposed not having the January 3rd meeting due to children being out of school at that time.

Mr. Yavrom believes that in prior years the committee had moved the January meeting date to the second week of January for this reason.

b. Annual Board Report

Mr. Camarda stated that the board would like to hear the committee’s feedback. The annual report can be determined by the committee chair and the board liaison.

c. Committee Chair Election

Mr. Yavrom nominated Mr. Berry for Chair, seconded by Ms. Avey. The vote was unanimous, Mr. Berry will remain as chair.

d. Committee Assistant Chair Election

Mr. Yavrom nominated Ms. Avey for Assistant Chair, seconded by Mr. Berry. The vote was unanimous, Ms. Avey will be the new Assistant Chair.

IV. FUTURE AGENDA ITEMS – Discussion 7:30– 7:40 p.m.

Ms. Avey would like to stay abreast of Katherine Johnson Middle School. She believes this is an important project and would like to follow along with its progress. Ms. Avey acknowledged the public’s prior feedback and encourages them to make their concerns known so the committee can understand.

Mr. Camarda replied that an update on Katherine Johnson will be included with Arcade and other construction projects. A construction update will come in November, most likely.

Ms. Avey also suggested an update on school safety, as she has heard concerns from parents.

Ms. Freer would also like to see school safety as a future agenda item as well. She would like to see everything that needs to be done, how sites are ranked, etc. The main reason she joined the committee is for site safety.

Mr. Camarda advised that a safety update will be forthcoming as well. He would like to have Trent Allen and Mike Jones aid in providing an update on the outcomes of site safety walks.

Mr. Yavrom suggested an update on the master plan, and what a facilities master plan actually is.

Ms. Alcalá would like to see an update on gender neutral bathrooms, enrollment, school board priorities, strategies and how the committee can best support the district.

Mr. Camarda advised that we can do the update on gender neutral bathrooms and demographic studies as far as enrollment goes.

Ms. Alcalá asked if school closures are brought before this committee at all.

Mr. Camarda replied that school closures are a sensitive topic, and probably not something this committee would put onto the agenda.

The committee discussed the next meeting location, in which the District Office was chosen.

Mr. Berry then reopened the floor for public comment.

Tom Nelson spoke about Mr. Doerr’s passing, and respectfully suggested that the committee adjourn the meeting in his honor.

V. INFORMATION – 7:40 p.m.

- 1. Attendance Summary..... Page 22
- 2. Board of Education Future Agenda Items..... Pages 23 - 25

VI. ADJOURNMENT – 7:45 p.m.

There being no further business, Mr. Berry adjourned the meeting in honor of Mr. Doerr at 7:37 p.m.

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**2022-23 LCAP PARENT/LEGAL GUARDIAN EDUCATIONAL PARTNER
LISTENING SESSION FOR 2023-24 LCAP**

Group: SJUSD Facilities Committee
Number of Participants:
Date: November 1, 2022

What is the LCAP? The LCAP is a three-year plan that is revised annually that describes how services are provided to improve the performance of English learner, low income, and foster youth students as well as the performance of all students in the state priority areas.

How is the LCAP developed? The LCAP is developed with, and includes the perspectives and insights of, our educational partners including our students, families, staff, and community.

Listening Session Activity: Share your perspectives, insights, and experiences as they relate to our four LCAP goals using the questions below. Your ideas will help inform our next steps and improvement work as we plan for the 2023-24 school year and beyond.

GOAL 1: CONNECTED SCHOOL COMMUNITIES

Caring staff actively build community relationships, identify assets and needs, and connect students and families with resources to help them access the best opportunities our schools have to offer.

What is working well to help your child feel included and connected at school? 

What is preventing your child from feeling included and connected at school? 

What ideas do you have for how we can help your child feel more included and connected at school? 



GOAL 2: HEALTHY ENVIRONMENTS FOR SOCIAL AND EMOTIONAL GROWTH

All staff cultivate inclusive, safe, equitable, culturally responsive and healthy environments by integrating social and emotional learning to ensure essential student development.

What is working well to help your child feel welcomed and safe (physically and emotionally) at school? +

What is preventing your child from feeling welcomed and safe at school? =

What ideas do you have for how we can help your child feel more welcomed and safe at school? 💡



GOAL 3: ENGAGING ACADEMIC PROGRAMS

All educators engage and support each student in a challenging and broad course of study that builds skills, knowledge and experiences preparing all to be critical thinkers who communicate effectively, collaborate and are civic minded.

What is working well to help your child learn best at school? +

What is preventing your child from learning at school? =

What ideas do you have for how we can help your child learn better at school? 💡





GOAL 4: CLEAR PATHWAYS TO BRIGHT FUTURES

Our whole school community engages each student in discovering their limitless potential, and through coordinated efforts prepares them for college, career and bright futures filled with opportunity.

What is working well to help your child learn about their interests, strengths, and goals so that they are prepared for graduation, college, and career?



What is preventing your child from learning about their interests, strengths, and goals? 

What ideas do you have for how we can help your child learn more about their interests, strengths, and goals? 



PROPERTY ACCESS LICENSE

This access license (“License”) is made and entered into as of _____, 2021 (“Effective Date”), by and between the San Juan Unified School District (“District”) and Carmichael Water District (“CWD”). The District and CWD are sometimes hereinafter referred to collectively as the “Parties” or each individually as a “Party.”

RECITALS

WHEREAS, the District is the legal owner of a certain parcel of real property located at 3700 Garfield Ave, Carmichael, CA 95608 in the County of Sacramento, State of California, and designated as Assessor’s Parcel Number 258-0040-015 (“Property”), as shown in Exhibit A, attached hereto and incorporated herein;

WHEREAS, CWD currently owns a small flag parcel near the District’s property northeast of the intersection of Walnut Avenue and Engle Road (APN #: 258-0040-025) (“Old Well Site”), as shown in Exhibit A and depicted in Exhibit B, which is attached hereto and incorporated herein. CWD is exploring the potential for a new groundwater well site near the intersection of Engle Road and Garfield Avenue. The potential new groundwater well site (“New Well Site”) is located on the Property, as depicted in Exhibit B;

WHEREAS, as a part of the consideration for the potential acquisition of the New Well Site, CWD proposes exchanging the Old Well Site for the New Well Site;

WHEREAS, CWD desires access to the Property in order to perform testing and inspection activities to determine if the groundwater quality on the Property is suitable for CWD’s intended use as a water supply and to undertake other activities to ensure the Property is suitable for CWD’s intended use; and

WHEREAS, the District desires to grant CWD access to the Property for the purposes set forth herein, subject to the terms and conditions set forth in this License.

LICENSE

NOW, THEREFORE, in consideration of the mutual promises set forth herein, CWD and the District agree as follows:

1. Grant of Access. As of the Effective Date, the District grants to CWD and CWD’s agents, contractors, subcontractors, materialmen, consultants, employees, licensees, agents, representatives, invitees, or others acting for or on behalf of CWD (collectively, “CWD Agents”) a nonexclusive, revocable license to enter upon the Property for the following purposes:
 - a. Inspecting the Property and performing testing activities to determine whether the Property is suitable for CWD’s use.
 - b. Drilling an approximately 6” hole up to 1,000 feet deep at the New Well Site.

c. Erecting sound walls and other noise reduction measures to mitigate the noise created by drilling.

d. Utilizing the District's on-site sewer cleanout within the temporary construction easement for use of wastewater discharge. Such discharge will be in accordance to the approved Sacramento Regional County Sanitation District's Temporary Discharge Permit. Any damage and liability resulting from the use of the District's facility will be in accordance to Section 3 – Care of Property and Section 5 – Indemnification.

~~e.~~—

d.e. CWD will be responsible for obtaining any necessary governmental approvals and permits to conduct its testing prior to commencing such testing.

2. Access to Property. CWD shall provide one week's notice to the District before initial entry upon the Property and twenty-four (24) hours' notice to the District before each entry upon the Property. CWD shall only perform work on the Property between 7:00 a.m. and 7:00 p.m., or as otherwise agreed to in writing by the Parties. CWD will notify the District when it will not enter upon the Property for an extended period of time.
3. Care of Property. While exercising its right of entry under this License, CWD, at CWD's sole cost and expense, shall protect the Property from damage and shall reasonably repair any damage caused by the CWD or CWD Agents as a result of their entry onto the Property.
4. Hazardous Materials. Neither Party is aware of the presence of any toxic or hazardous contaminants or pollutants on the Property. In the event that the District or CWD becomes aware of the presence, exposure, or the substantial risk thereof, of persons to asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants, or water pollutants in the course of testing under this License, each shall have a duty to immediately notify the other in writing. If any contaminants or pollutants are found, CWD will only be responsible for the cleanup of those contaminants and pollutants that are present as a result of CWD's activities upon the Property.
5. Indemnification. CWD shall indemnify, defend, and hold the District, the District's Board, and the District's officers, employees, authorized volunteers, and agents, free and harmless from all demands, losses, and liabilities, including without limitation attorneys' fees, arising out of or connected with CWD's or CWD Agents' entry onto the Property pursuant to this License. The CWD shall not be obligated to indemnify or hold harmless the District to the extent any property damage or destruction, or death or injury to any person, results from any negligent, reckless, or willful misconduct by the District, its invitees, agents, contractors, lessees, or vendors.
6. Insurance. During the term of this License, CWD shall obtain and maintain, or require the CWD Agents to obtain and maintain, the following insurance coverages:

- a. Automobile Liability. This insurance shall be written with a limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence and aggregate. The insurance shall include coverage for all “owned,” “hired” and “non-owned” automobiles, or coverage for “any auto.”
 - b. Comprehensive General Liability. CWD, at its sole cost and expense, shall carry commercial policies of insurance, or shall self-insure, its activities in connection with this Agreement, and obtain, keep in force, and maintain insurance or equivalent programs of self-insurance, for comprehensive general liability, which will insure CWD, as applicable, against liability for injury or death of persons and damage to the Property, as applicable. Each policy shall be for not less than Two Million Dollars (\$2,000,000) per occurrence for any one person injured or killed, and not less than Four Million Dollars (\$4,000,000) for property damage, and shall be maintained on an occurrence basis.
 - c. Additional Insured. The insurance coverage required shall name the District as an additional insured. A duplicate policy or policies (or certificates of insurance) evidencing the insurance coverage, in such form as shall be reasonably acceptable to the District, shall be provided to the District prior to accessing the Property. The policy or policies of insurance shall provide that such insurance coverage will not be canceled or reduced without at least thirty (30) days’ prior written notice to the District, or ten (10) business days in case of cancellation for failure to pay the premium. At least ten (10) business days prior to the expiration of such policy, a certificate showing that such insurance coverage has been renewed shall be obtained by CWD and filed with the District.
7. Negotiation of Transfer. Based on its testing, CWD shall determine whether the Property is suitable for its intended use as a site for a groundwater well.
- a. If CWD determines that the Property is not suitable for its intended use, CWD will return the Property to the condition it was in before CWD’s initial entry upon the Property pursuant to this License.
 - b. If CWD determines that the Property is suitable, the District will, in good faith, immediately commence negotiations for the acquisition of the New Well Site. In negotiating such acquisition CWD will compensate the District for the New Well Site at the fair market value of the site based on current zoning and land use. As part of the consideration for the acquisition of the New Well Site, CWD and the District will discuss the potential exchange of the Old Well Site for the New Well Site. CWD and the District shall discuss and agree upon any additional consideration to be provided by CWD to the District as part of any acquisition agreement for the New Well Site. As part of any acquisition agreement, CWD will construct new site improvements at the New Well Site to complement the existing surrounding area, including drainage, fencing, hardscaping, striping, and/or parking lot modifications. CWD will pay all costs related to the relocation of the Old Well Site upon the Property.

8. Assignment. Neither Party shall assign this License or its rights and obligations hereunder without obtaining the other Party's written consent. Any assignment without such written consent shall be void.
9. Entire Agreement. This License constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes any and all prior and contemporaneous agreements, representations, negotiations, and understandings of the Parties, written or oral.
10. Notice. Any notice to be given hereunder to either Party shall be in writing in any form acceptable to the Parties and addressed as follows:

District:

San Juan Unified School District
Attn: Frank Camarda 3738
Walnut Ave. Carmichael, CA
95608
frank.camarda@sanjuan.edu

CWD:

Carmichael Water
District Attn: Cathy Lee
7837 Fair Oaks Blvd.
Carmichael, CA 95608
cathy@carmichaelwd.org

11. Counterparts. This License may be executed in counterparts and a facsimile signature shall be sufficient to bind each Party, subject to the terms set forth herein.
12. Compliance with Laws. Each and every provision of law and clause required by law to be inserted into this License shall be deemed to be inserted herein and this License shall be read and enforced as though it were included therein. CWD and CWD Agents shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to fingerprinting under Education Code section 45125.1. CWD agrees that it shall comply with all legal requirements for the performance of duties under this License and that failure to do so shall constitute a material breach.
13. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California. Litigation arising out of or connected with this Agreement may be instituted and maintained in state or federal courts located in the State of California only, and the venue for any such litigation shall be in Sacramento County.

14. Term and Termination. The rights herein granted are for a term which shall commence upon execution of this Agreement and shall remain in effect until the earlier to occur of the following: (i) upon written notice by the CWD that all testing, investigations, and surveys requiring entry onto the Property are complete; (ii) upon the transfer of title to the New Well Site from the District to CWD; or (iii) upon thirty (30) days after delivery of written notice of termination from either Party.

IN WITNESS WHEREOF, the Parties have executed this License as of the date first written above.

San Juan Unified School District

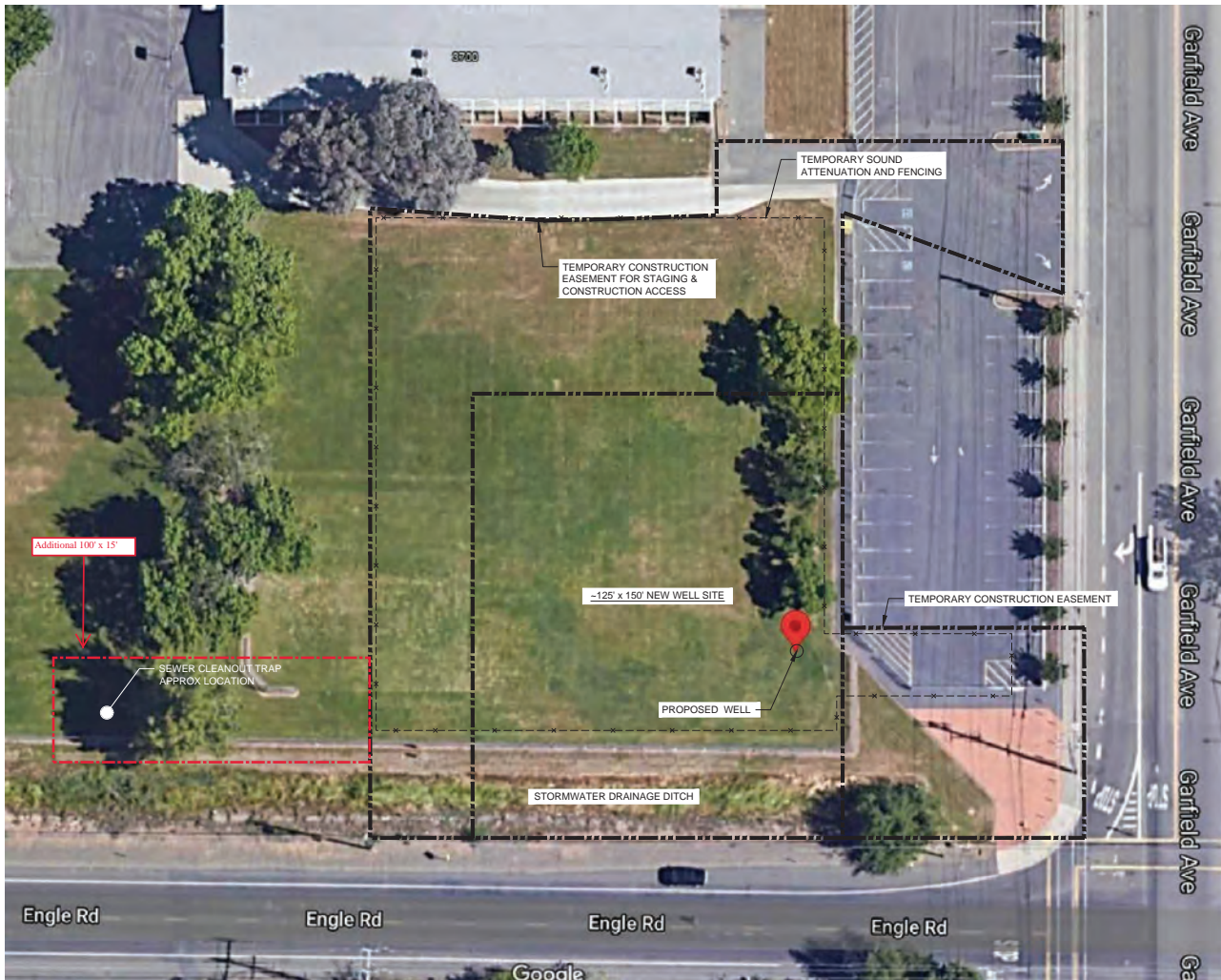
Carmichael Water District

By: _____

By: _____

Its: _____

Its: _____



AMENDMENT 1 - ADDITION OF EXPANDED TEMPORARY CONSTRUCTION EASEMENT TO INCLUDE USE OF SEWER CLEANOUT TRAP.

WELL SITE
NOT TO SCALE

NOT FOR CONSTRUCTION

<p>Attention:</p> <p>If this scale bar does not measure 1" then drawing is not original scale.</p>	<h1>DRAFT</h1>	Designed: R. SHATZ Drawn: D. CLENDENEN Checked: R. SHATZ Approved: APP_BY P.E. No: PE# GEI Project 2103884	<p>GEI Consultants SELECT BLOCK AND CLICK ARROW FOR OFFICE ADDRESS!!!</p> <p>CARMICHAEL WATER DISTRICT 7837 FAIR OAKS BOULEVARD CARMICHAEL, CA 95608</p>	<h2>LA SIERRA WELL</h2> <p>JANUARY 2022</p>	NO DATE ISSUE/REVISION APP	SHEET NAME SITE PLAN	SHEET NO. G-1
		0 NO DATE ISSUE/REVISION APP			SHEET NAME SITE PLAN	SHEET NO. G-1	

EASEMENT AGREEMENT FOR CONSTRUCTION OF WATER WELL

San Juan Unified School District, a political subdivision of the State of California, who acquired title as Arcade School District of Sacramento County, a political subdivision of the State of California (hereinafter referred to as “Grantor”), does hereby agree to grant to **California-American Water Company**, a corporation in the State of California (“Grantee”), a permanent exclusive utility easement on Grantor’s real property in the County of Sacramento, State of California, bearing Assessor’s Parcel Number 285-0110-003, for the purpose of constructing a water well and related appurtenances, as further described in the Grant of Permanent Exclusive Utility Easement attached hereto as **Exhibit “1”** and made a part hereof (“Permanent Easement”), and as bounded and described in **Exhibits “A”** and **“B”** to the Permanent Easement (“Easement Area”). Through this agreement, Grantee and Grantor are sometimes collectively referred to herein as “Parties” or individually as “Party.”

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee and Grantor covenant and agree as follows:

1. **Permanent Easement.** Pursuant to the terms herein, Grantor shall sell, and Grantee shall purchase, the Permanent Easement for the purpose of constructing, installing, maintaining, using, operating, inspecting, repairing, and servicing a water well, and related appurtenances and uses, as further described in the Permanent Easement.
2. **Ownership of the Underlying Property.** Grantor reserves the rights and incidents of ownership of the underlying fee interest in the Easement Area, provided that such incidents of ownership shall not hinder, conflict, or interfere with, or otherwise frustrate the exercise of Grantee’s rights hereunder.
3. **Purchase Price.** Grantee shall pay to Grantor One Hundred Twenty- Six Thousand Five Hundred Dollars (\$126,500) (“Purchase Price”) in consideration of the Permanent Easement. The entire balance of the Purchase Price, less any credits due to Grantee, as expressly provided herein, shall be due from Grantee on the date of conveyance.
4. **Effective Date.** For purposes of this agreement, the “Effective Date” shall be the date upon which this agreement has been executed by all Parties.
5. **Compliance with Law.** Grantee shall use due care in the construction, operation and maintenance of the Easement Area, and all fixtures and appurtenances located within the Easement Area. Grantee and its contractors and subcontractors shall comply with the requirements of Education Code sections 45125.1 and 45125.2 during the use of the Permanent Easement and Easement Area by Grantee, its contractors, and subcontractors.
6. **Maintenance and Use of the Easement Area.** Grantee shall, at its sole cost and expense, maintain and keep the Easement Area in good order and condition. Grantee use of the Easement Area shall not interfere with the Owner’s regular operation of its property.
7. **Indemnification.**
 - (a) Grantee shall indemnify, defend, and hold harmless Grantor, its Board, Board members, officers, employees, agents, representatives, and invitees, from and against any action, cause of action, suit,

expense, demand, loss, damage, claim, cost, judgment, injury or liability whatsoever, including reasonable attorney's fees (collectively, "Liability"), resulting from Grantee's exercise of its rights under this Permanent Easement, including its access to and ingress and egress on the Easement Area. Notwithstanding the foregoing, Grantee shall not be required to indemnify any such parties from Liability caused by the sole negligent act or intentional misconduct of Grantee, its Board, Board members, officers, employees, agents, representatives, and/or invitees.

(b) Grantor shall indemnify, defend, and hold harmless Grantee, its Board members, officers, employees, agents, representatives, and invitees, from and against any action, cause of action, suit, expense, demand, loss, damage, claim, cost, judgment, injury or liability whatsoever, including reasonable attorney's fees, resulting from any interference by Grantor with Grantee's rights under the Permanent Easement, or any damage to Grantee's facilities or improvements caused by Grantor resulting from the negligence or willful misconduct of Grantor or any of Grantor's Board, Board members, officers, employees, agents, representatives, and/or invitees.

8. **Insurance.** Grantor shall keep all existing insurance policies insuring the Easement Area against property damage and liability, if any, in full force and effect pending this transaction. Upon recordation of the Permanent Easement, Grantee shall be responsible for maintaining all insurance for the Easement Area, including but not limited to all insurance in relation to constructing, installing, maintaining, using, operating, inspecting, repairing, and servicing a water well, and related appurtenances and uses.

9. **Allocation of Costs.** Grantee will pay any and all recording fees and County/City documentary transfer taxes incurred in connection with the recording of the Grant of Permanent Easement.

10. **Notices.** All notices under this Agreement must be in writing and will be effective: (a) immediately upon delivery in person or by email, provided delivery is made during regular business hours; or (b) upon the actual delivery to the recipient if delivered (i) by a reputable overnight courier service (such as Federal Express) providing confirmation of delivery or (ii) by certified mail. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any Party may be given by the counsel for such Party. All notices must be properly addressed and delivered to the Parties as applicable, at the addresses below or at such other addresses as either Party may designate by written notice.

If to Grantor: San Juan Unified School District
3738 Walnut Avenue
Carmichael, CA 95608
Frank.Camarda@sanjuan.edu

If to Grantee: California-American Water Company
4701 Beloit Drive
Sacramento, CA 95838
Attention: Jacob Rowe, Project Manager
Email: Jacob.Rowe@amwater.com
Phone (Office): (916) 568-4213
Phone (Cell): (916) 605-8972

Cc: Aiko Yamakawa, Aiko.Yamakawa@amwater.com

11. **Recordation.** Upon full execution, the Permanent Easement shall be recorded in the Official Records of Sacramento County, State of California.

12. **Governing Law.** This agreement and the Permanent Easement shall be construed and governed in accordance with the laws of the State of California, without regard to principles of conflicts of law.

13. **Amendment.** No amendment, supplement or modification of this agreement or the Permanent Easement shall be binding unless executed in writing by the Parties and recorded in the Official Records of Sacramento County.

14. **Drafting Ambiguities; Headings.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this agreement, and the decision of whether or not to seek advice of counsel with respect to this agreement is a decision which is the sole responsibility of each Party. This agreement shall not be construed in favor of or against any Party by reason of the extent to which each Party participated in the drafting of the agreement. Headings in this agreement are for convenience only and are not to be used in the construction or interpretation of this agreement.

15. **Authority and Execution.** This agreement, which is valid only when executed by Grantee and Grantor, together with the Permanent Easement, constitutes the complete understanding and agreement of the Parties hereto and no oral representation shall in any manner vary the terms hereof or be binding. The effectiveness of this agreement and any amendment hereto is contingent upon approval or ratification by the Owner's Governing Board.

16. **Entire Agreement.** This agreement supersedes any and all oral or written agreements between the Parties regarding the Permanent Easement which are prior in time to this agreement, and this agreement, together with the Permanent Easement, contains the entire agreement between the Parties as to the subject matter hereof. The Parties shall not be bound by any prior understanding, agreement, promise, representation, or stipulation, express or implied, not specified herein.

17. **Severability.** If any one or more of the provisions of this agreement should be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the Parties contained herein are not materially prejudiced and the intentions of the Parties continue to be effective.

18. **Authorization.** Each Party represents to the other Party that such Party has authority under all applicable laws to enter into this agreement, that all of the procedural requirements imposed by law upon each Party for the approval and authorization of this agreement have been properly completed, and that the persons who have executed the agreement on behalf of each Party are authorized and empowered to execute said agreement.

19. **No Third-Party Beneficiaries.** Nothing in this agreement shall be construed to confer any third-party benefit on any other person not a party hereto, including but not limited to any broker, with respect to this agreement.

20. **Warrant of Signature Authority.** The Grantor warrants the signature appearing on this instrument of real property (i.e., Grant of Permanent Easement) has the legal and requisite signatory authority for the conveyance of Grantor's real property interest. Further, the Parties acknowledge and agree that this Grantee, which is a private corporation, is relying on said Warrant of Signature Authority when accepting this real property instrument for recordation.

Dated this ____ day of _____, 2022

GRANTOR
San Juan Unified School District,
a California School District

GRANTEE
California-American Water Company,
a California Corporation

EXHIBIT 1

Grant of Permanent Exclusive Utility Easement

[See Attached]

Recording requested by:
California-American Water Company

When recorded return to:

California-American Water Company
4701 Beloit Drive
Sacramento, CA 95838

A.P.N.: 285-0110-003
Transfer Tax: \$ _____

GRANT OF PERMANENT EXCLUSIVE UTILITY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **SAN JUAN UNIFIED SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California (“GRANTOR”)**, hereby grants to **CALIFORNIA-AMERICAN WATER COMPANY, a California corporation (“GRANTEE”)**, its successors and assigns, a permanent and exclusive easement (the “Easement”) for general utility purposes, including but not limited to, the installation, construction, reconstruction, maintenance, operation, inspection, replacement, alteration, upgrade, repair and security of public utilities and facilities including wells, treatment systems, storage tanks, pump stations, power supply, generators, pipelines, conduits, valves, and permitter walls together with devices for inspection, monitoring, metering, measuring, regulating, protection, communications, electrical or other power, and any or all incidents and appurtenances thereto (collectively, the “Facilities”), over, under, upon, along and across all that real property, situated in the County of Sacramento, State of California, and more particularly described in Exhibit “A” and depicted in Exhibit “B” attached hereto, and made a part of this Grant of Easement (“Easement Area”), together with the right to fence the Easement Area, and including the reasonable right of ingress and egress to and from the Easement Area to access the Facilities.

Grantor shall make no use whatsoever of the Easement Area without the prior written consent of Grantee, which consent may be given or withheld in Grantee’s sole discretion.

The provisions and covenants hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and shall run with the land.

IN WITNESS HEREOF, GRANTOR has executed this Easement Deed this _____ day of _____, 2022.

**GRANTOR: SAN JUAN UNIFIED SCHOOL DISTRICT, a school district
organized and existing under the laws of the State of California**

By: _____

Name: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)

COUNTY OF _____)

On _____ before me, _____, notary public,
date name of notary officer

personally appeared _____,
name(s) of signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Signature of Notary

-----OPTIONAL SECTION-----

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)

 Title(s)

- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
Name of Person(s) or entity(ies)

OPTIONAL SECTION:

TITLE OR TYPE OF DOCUMENT: _____

DATA REQUESTED HERE IS NOT REQUIRED BY LAW.

NUMBER OF PAGES _____ DATE _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within agreement, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the California American Water Company, a corporation in the State of California, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. 2011-0011 of the Board of Supervisors of said County adopted on January 11, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

 Officer

 Date

EXHIBIT A

Legal Description

[See Attached]

September 6, 2022

EXHIBIT 'A'
LEGAL DESCRIPTION

All that real property situate in the County of Sacramento, State of California, being a portion of Parcel 1 per Grant Deed recorded in Book 2565 Official Records, at Page 455, Sacramento County records, located in Section 65, Rancho Del Paso, said real property being described as follows:

BEGINNING at a point on the South line of said Parcel 1 and North line of Hurley Way right of way to which the Southwest corner of said Parcel 1 bears North 89°29'37" West a distance of 202.65 feet; thence leaving said South line North 00°01'23" West a distance of 135.00 feet; thence South 89°29'37" East a distance of 100.00 feet; thence South 00°01'23" East a distance of 135.00 feet the a point on the South Line of Said Parcel 1; thence along said South line North 89°29'37" West a distance 100.00 feet more or less to the Point of Beginning.

Containing 0.310 acres, more or less.

The above-described real property is identified on Exhibit 'B' attached hereto and made a part hereof.

The basis of bearings of this description is NAD83, California State Plane Zone 2. All distances shown are grid distances.

End of Description

This description was prepared by me or under my direction.


Dana J. Remington LS No. 8448

9-6-2022
Date:

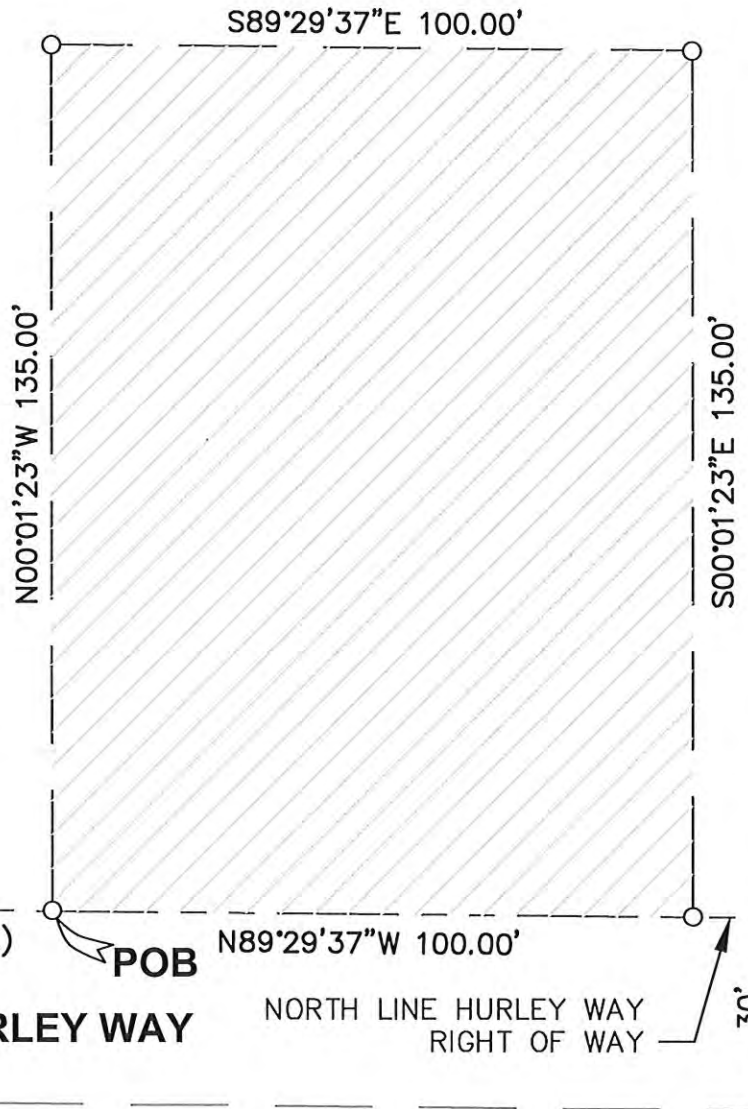


EXHIBIT B

Easement Area

[See Attached]

APN 285-0110-003
SAN JUAN UNIFIED
SCHOOL DISTRICT
BK 2565 OR PG 455



SW CORNER PARCEL 1
BK 2565 OR PG 455

POC

N89°29'37"W 202.65'(TIE)


POB

N89°29'37"W 100.00'

HURLEY WAY

NORTH LINE HURLEY WAY
RIGHT OF WAY

30'

 EASEMENT AREA
0.310± ACRES

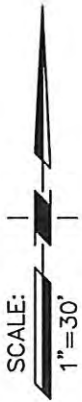
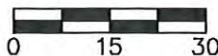


EXHIBIT 'B'
EASEMENT
A PORTION OF
SECTION 65, RANCHO DEL PASO
SACRAMENTO COUNTY, CALIFORNIA
SCALE: 1"=30' SEPTEMBER 2022

PSOMAS

11661 Blocker Drive, Suite 200
Auburn, Ca. 95603
(800) 400-7072



Facilities Committee Attendance Summary 2022-2023

Committee Members (initials: board members)	09-06-2022	10-04-2022	11-01-2022	12-06-2022	01-03-2023	02-07-2023	03-07-2023	04-04-2023	05-02-2023	06-06-2023
Maggie Cooper (ZC)	*									
Kathryn Brann (PC)	C									
Steve Ward (SH)	A	X								
Ashley Freer (PV)	N	X								
Anderson Berry (MM)	C	X								
Tina Cooper (PC)	E	X								
Lupita Alcala (PV)	L	X								
Melinda Avey (SH)	L	X								
Fedros Yavrom (MM)	E	X								
Fred Latu (ZC)	D									

Board of Education / Appointees (Term Expires)

Pam Costa (12/24)

Kathryn Brann (12/23)

Tina Cooper (12/22)

Saul Hernandez (12/24)

Steve Ward (12/22)

*Melinda Avey** (12/22)*

Paula Villescaz (12/24)

Lupita Alcala (12/23)

Ashley Freer (12/22)

Michael McKibbin (12/22)

Fedros Yavrom (12/23)

Anderson Berry (12/23)*

Zima Creason (12/22)

Maggie Cooper (12/23)

Fred Latu (12/23)

***Chair**

****Assistant Chair**

**SAN JUAN UNIFIED SCHOOL DISTRICT
TENTATIVE BOARD AGENDA ITEMS
2022-2023**

NOVEMBER 15 (3rd Tuesday)

WORKSHOP: Katherine Johnson Middle School (Creekside) Environmental Impact Report – A	Camarda
Family and Community Engagement Update – R	Allen
Revisions to Board Policy 6146.1 High School Graduation Requirements – A [Discussed 10/25/22]	Schnepf
Public Hearing: LeGette ES Conveyance of Easement to SMUD – A [Discussed 10/11/22]	Camarda
Set Annual Organizational Meeting – A	Board
*MOU for Students Attending NPS Schools 2022-2025 – A	Calvin

DECEMBER 13

Board Reception/Swearing-In (before board meeting)

Annual Organizational Meeting – A	Board
2021-2022 Audit Report – A	Stahlheber
2022-2023 First Interim & Budget/Financial Status Report – A	Stahlheber
Minimum Wage Increase (CSEA, Teamsters) – A	Oropallo
Minimum Wage Increase (Short Term, Temporary) – A	Oropallo
Governance Handbook Annual Update – D/A	Board

JANUARY 10

Construction Update – R	Camarda
Universal Prekindergarten Planning and Implementation Update – R	Townsend-Snider
Williams Complaint Report – R	Simlick
Annual Policy Review – D	Simlick
BP 3430 Investing and Debt Management	
BP 5116.1 Intradistrict Open Enrollment	
BP 6145 Extracurricular/Cocurricular Activities	
BP 6020 Parent Involvement	
*Resolution: Emergency Contracting – A	Stahlheber
*Resolution: Authorized Signature - Power to Contract on Behalf of the District – A	Stahlheber
*Resolution: Delegating Signature Authorization to the Superintendent – A	Stahlheber

JANUARY 24

Recognition: 2023 Classified Employees of the Year – A	Oropallo
Recognition: National School Counseling Week (Feb. 6-10) – A	Schnepf
Equity Update – R	Calvin
*School Accountability Report Cards (SARCs) – A	Bassanelli
*Annual Policy Review [Discussed 01/10/23] – A	Simlick
BP 3430 Investing and Debt Management	
BP 5116.1 Intradistrict Open Enrollment	
BP 6145 Extracurricular/Cocurricular Activities	
BP 6020 Parent Involvement	

FEBRUARY 14

Mid-Year LCAP Update 2022-2023 – R	Bassanelli
Choices Charter School Mid-Year LCAP Update 2022-2023 – R	Ginter
Recommendation for Reductions in PKS & Criteria for Tie Break (Certificated TK-12) – D	Oropallo
Recommendation for Reductions in PKS & Criteria for Tie Break (Certificated ECE) – D	Oropallo
Recommendation for Reductions in PKS & Criteria for Tie Break (Certificated Adult Ed) – D	Oropallo
Notice of Intent to Reduce Classified Positions – D	Oropallo

Item V-2**FEBRUARY 28**

Recognition: Arts Education Month (March) – A	Townsend-Snider
Recognition: National School Social Work Week (Mar. 5-11) – A	Calvin
K-8 Schools Update – R	Townsend-Snider
Resolutions: Reductions in PKS & Criteria for Tie Break (Certificated TK-12) – A [Discussed 02/14/23]	Oropallo
Resolutions: Reductions in PKS & Criteria for Tie Break (Certificated ECE) – A [Discussed 02/14/23]	Oropallo
Resolutions: Reductions in PKS & Criteria for Tie Break (Certificated Adult Ed) – A [Discussed 02/14/23]	Oropallo
Resolution: Notice of Intent to Reduce Classified Positions – A [Discussed 02/14/23]	Oropallo

MARCH 14

Second Interim Budget Report – R	Stahlheber
Expanded Learning Opportunities Update (Secondary) – R	Schnep
2023 CSBA Delegate Assembly Election – A	Board
*Consolidated Application, Winter Report 2023 (Part II) – A	Calvin

MARCH 28

Expanded Learning Opportunities Update (Elementary) – R	Townsend-Snider
Early Childhood Education Update – R	Townsend-Snider
*Head Start and Early Head Start Grant Application 2022-2023 – A	Townsend-Snider
*Audit Report for Measures J, N, P and S – A	Stahlheber

APRIL 11

Recognition: Week of the Young Child (Apr. 15-21) – A	Townsend-Snider
Recognition: School Bus Driver’s Appreciation Day (Apr. 25) – A	Oropallo
Instructional Materials Adoptions – D	Schnep
New High School Courses – D	Schnep
Williams Complaint Report – R	Simlick
Proposed Board Meeting Dates for 2023-2024 – A	Board

APRIL 25

Recognition: National Nurses Week and National School Nurse Day (May 6-12 & May 10) – A	Calvin
Technology Update – R	Skibitzki
*Instructional Materials Adoptions – A [Discussed 04/11/23]	Schnep
*New High School Courses – A [Discussed 04/11/23]	Schnep

MAY 9

Recognition: California Day of the Teacher (May 10) – A	Oropallo
Recognition: National Speech Pathologist Day (May 18) – A	Calvin
Recognition: Classified School Employee Week (May 21-27) – A	Oropallo
Hearing Officer’s Recommendation-2023 RIF (if applicable) – A	Simlick
*Approval of CTE 2023 Advisory Committee Roster – A	Schnep
*Head Start/Early Head Start COLA Funding Allocation 2023-2024 – A	Townsend-Snider
*Resolution: CSPP Continued Funding Application Designated Personnel 2023-2024 – A	Townsend-Snider

MAY 23

Recognition: National Science Bowl (if applicable) – A	Schnep
Recognition: Science Olympiad (if applicable) – A	Schnep
Recognition: Academic Decathlon (if applicable) – A	Schnep
*Head Start/Early Head Start Contract Resolution FY 2023-2024 – A	Townsend-Snider

JUNE 13

Public Hearing: LCAP – D	Bassanelli
Public Hearing: LCAP/Choices Charter School – D	Ginter
Universal Prekindergarten Planning and Implementation Update – R	Townsend-Snider
Early Literacy Support Block Grant Annual Report – R	Townsend-Snider
Public Hearing: Adoption of the 2023-2024 Budget – D	Stahlheber

Item V-2

Temporary Interfund Borrowing of Cash – A
*CIF Superintendent Designation of Representatives 2023-2024 – A
*ECE Program Self-Evaluation for CDE – A

Stahlheber
Schnepp
Townsend-Snider

JUNE 27

California School Dashboard Local Indicators – R
LCAP – A [Public Hearing 06/13/23]
Choices Charter School California School Dashboard Local Indicators – R
LCAP Choices Charter School – A [Public Hearing 06/13/23]
Adoption of the 2023-2024 Budget – A [Public Hearing 06/13/23]
*2022-2023 Actuarial Report (OPEB) – A
*Charter School 2021-2022 Audit Reports (Aspire, Atkinson, CMP, GIS, GV, OFY) – A
*CARES Act Budget Modification (ECE) – A
*2023-2024 School Plan for Student Achievement (SPSAs) – A

Bassanelli
Bassanelli
Ginter
Ginter
Stahlheber
Oropallo
Stahlheber
Townsend-Snider
Calvin

D=discussion; A=action; *=consent; R=report; PC=public comment