



FACILITIES USE AGREEMENT IN LIEU OF PROPOSITION 39
Sacramento City Unified School District / California Montessori Project, Capitol Campus

THIS FACILITIES USE AGREEMENT (“Agreement”) is made by and between the Sacramento City Unified School District, a public school district organized and existing under the laws of the State of California (“District”), and California Montessori Project, Capitol Campus, the “Charter School.” The District and Charter School are each individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

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 equally with all of its students, including those students who attend District-authorized charter schools housed in District facilities.

WHEREAS, the District is the owner of certain real property located at 2635 Chestnut Hill Drive, Sacramento, 95826, which is more commonly known as the Jefferson Campus (the “Site”).

WHEREAS, the Charter School is duly formed and approved by the District under the laws of the State of California, including the Charter Schools Act of 1992 (Education Code sections 47600 *et seq.*).

WHEREAS, the Charter School serves students enrolled in TK-8 and the Charter School desires to use the Site and the facilities located thereon (“Facilities”) for the operation of the Charter School’s program.

WHEREAS, the Parties intend for this Agreement to fully and completely satisfy their respective obligations for the 2024-2025 through 2026-2027 school years concerning the allocation and use of District facilities and that the Charter School shall have no right to an allocation or use of additional District facilities, beyond those allocated hereunder, pursuant to Education Code section 47614 and Title 5 of the California Code of Regulations, sections 11969 *et seq.* (collectively, “Proposition 39”) during the Term of this Agreement.

WHEREAS, the Parties desire through this Agreement to set forth the terms and conditions pursuant to which the Charter School will occupy and use the Site.

NOW, THEREFORE, in consideration of the covenants and agreements set forth to be kept and performed by the Charter School, the Parties agree as follows:

1. **TERM.** The term of this Agreement shall begin on July 1, 2024 and shall expire on June 30, 2027 (“Term”), the end of the Charter School’s currently authorized charter term, subject to the options to extend set forth in Section 1.b.
 - a. **Early Termination.**
 - i. In the event the Charter School ceases to operate for any reason during the Term, including but not limited to voluntary closure, insolvency, or revocation, this Agreement shall terminate, except for those sections surviving termination, and the Charter School shall immediately surrender possession of the Site to the District.
 - b. **Option to Extend the Term.**
 - i. The District and Charter School mutually desire to establish a long-term facilities use arrangement. To that end, the Term of this Agreement may be extended by the Charter School if it provides written notice on or before the submission of its charter renewal petition of its intent to extend the Term, and if its charter is renewed for a subsequent term by the District’s Board. The extended Term of this Agreement will be equivalent to and track the term of the renewed charter, and shall expire on the expiration date of the renewal term.
 - c. **Possession of and Title to Property.** Upon the expiration or earlier termination of this Agreement, possession of the Site shall automatically revert to the District. As titleholder to the Site, with the exception of those furnishings and equipment designated as the Charter School’s personal property, the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including, but not limited to, use of such Site for District programs and services.
2. **SITE.**
 - a. **Allocation of Space.** Subject to the terms and conditions of this Agreement, the District hereby grants to Charter School the shared use of the Site, for the sole purpose of operating the Charter School and its related educational programs in strict accordance with the Charter School’s charter. The allocation of space is more fully described in **Exhibit 1**, attached hereto, and incorporated herein by this reference. The Charter School acknowledges that a leasehold interest in the Site is not being provided to the Charter School by the District.

- i. Exclusive Use Space. The Charter School's right to exclusively use designated space as more fully described in **Exhibit 1** shall be coterminous with the term of this Agreement.
 - ii. Shared Use Space. The District reserves the right to use or assign use of the facilities at the site that have not been designated or assigned to the Charter School. **Exhibit 1** shows that the district reserves the use of classroom 2 and shared use of the preschool playground.
 - iii. District Access. During the Term, the District shall have access to all areas of the Site and the Facilities, including unobstructed internet access, as necessary to allow the District to maintain the Site and to conduct any other District-sponsored or District-supported events or programs on the Site pursuant to and consistent with the terms of this Agreement, provided that the District's activities on the Site shall not unreasonably interfere with the operations of the Charter School.
 - iv. Use of Exclusive Space. The Charter School may utilize the exclusive space provided (both classroom and non-classroom space) in any configuration and for any purpose to meet the educational goals of the Charter School, as those goals are described in the Charter School's charter. Any physical changes to the space must conform to the requirements of this Agreement regarding repairs, modifications, and improvements.
- b. **Satisfaction of Proposition 39 Obligation/Waiver of Claims.** The Charter School agrees that by accepting the Site and Facilities pursuant to this Agreement, it shall have no entitlement to occupy or use additional District facilities pursuant to Proposition 39 during the Term of this Agreement, including an extension of the Term pursuant to Section 1.b. above, irrespective of whether the Charter School's in-District student enrollment increases beyond its in-District student enrollment as of the Effective Date of this Agreement. Notwithstanding the above, the Charter School may, at its option, by November 1st of the school year in which the Term of this Agreement expires, submit a request for use of District facilities for the following school year under Proposition 39. The Charter School hereby expressly and voluntarily waives its right to bring any claim or legal action arising out of or related to alleged compliance or noncompliance with Proposition 39 that is in any way related this Agreement, the Site or Facilities, or the time period covered by this Agreement, including, but not limited to, claims that are in any way related to the District's allocation of facilities to the Charter School under this Agreement. The Parties agree that this waiver does not extend to the respective duties and obligations of the Parties under this Agreement. This Section 2.b. shall survive the early termination or expiration of this Agreement.

3. **FACILITIES USE FEE.**

- a. **Facilities Use Fee.** For each school year during the Term of this Agreement, the District will charge the Charter School a facilities use fee ("Facilities Use Fee") in exchange for the Charter School's occupancy and use of the Site and Facilities. The District will issue an invoice to the Charter School of the Facilities Use Fee on a quarterly basis each school year, and payment shall be due to the District within thirty (30) days of the date of the invoice. The District anticipates that such payments will be due on or about September 30, December 30, March 30, and June 30, respectively, of each school year.

The calculation of the Facilities Use Fee is described more particularly in **Exhibit 2** to this Agreement, attached hereto and incorporated herein by this reference. The total Facilities Use Fee amount will be calculated based on a pro rata cost estimate per square foot for the Facilities provided to the Charter School. The dollar amount to be paid by the Charter School for use of the Facilities will be calculated by the District pursuant to Title 5 of the California Code of Regulations, section 11969.7. To calculate the Facilities Use Fee, the District will determine the actual facilities costs in the year preceding the fiscal year in which facilities are provided and the total allocation of space to the Charter School.

These costs will not be available to the District for precise calculation until after each fiscal year ends. An estimate for the coming year will be provided before the end of the prior fiscal year. Once the actual facilities costs for the prior fiscal year become available, the District shall provide written notice to the Charter School of the updated Facilities Use Fee calculation based on the actual facilities costs data. Amounts owed to or by the Charter School resulting from this updated calculation (when accounting for payments already made by the Charter School during the then-current fiscal year) will be credited or added to any subsequent remaining installment payments of the Facilities Use Fee. The Charter School shall pay the required installments promptly to the District, without deduction, setoff, prior notice, or demand.

This fee does not include Site-specific costs which the Charter School must include in its own budget, including the cost of computers, computer labs, laptop carts, server equipment, utilities, internet service, phone service, audio-visual equipment, custodial service and supplies, landscaping and grounds service, campus security, and other costs described in this Agreement. Such costs shall be the sole responsibility of the Charter School.

The Parties agree that the Facilities Use Fee is in lieu of the Charter School paying both a pro-rata share fee for housing in-District students and an additional fee for housing out-of-District students.

- b. **Late Payments.** Late payment by the Charter School to the District will cause the District to incur costs not contemplated by this Agreement, the exact amount of which will be difficult and impracticable to ascertain. Therefore, if any installment due from the Charter School is not received by the District within five (5) calendar days of the date such payment is due, the Charter School shall pay to the District an additional sum of five percent (5%) of the overdue installment amount as a late charge. The Parties agree that this late charge represents a fair and reasonable estimate of the costs that the District will incur by reason of late payment by the Charter School.

4. **USE.**

- a. **Charter School Facility Use Handbook.** The Charter School shall abide by the requirements and standards for facility operations set forth in the Charter School Facilities Use Handbook, attached hereto as **Exhibit 3** and incorporated herein by this reference; provided, however, that if the District's actual practices differ, the Charter School shall comply with District practices. This Charter School Facilities Use Handbook will be updated regularly by the District to address the then-current needs and standards of the District for facility operations processes. The District will provide the Charter School with a copy of any updates to the Handbook and will follow the process outlined in Section 9.e. should the Charter School need to abide by any updates.
- b. **Operations.** The Charter School shall comply with District policies, regulations, and practices regarding the operation of the Site, including any District-owned furnishings and equipment present on the Site, except that if the District's actual practices differ, the Charter School shall comply with District practices. All District Board-adopted policies are available on the District's website at all times and will be referenced in the Charter School Facilities Use Handbook.
- c. **Permitted Use.** The Site shall be used and occupied by the Charter School for the sole purpose of operating the Charter School and related educational activities (including after school and enrichment programs) and for no other purpose without the prior written consent of the District. The Charter School shall not carry on or house any programs or activities on the Site for students who are not currently enrolled in the Charter School without the prior written approval of the District. This does not include activities such as interscholastic athletics or other similarly organized events (e.g., the Charter School hosting an event for a club or a student organization that has chapters at multiple schools).
- d. **Prohibited Uses.**
 - i. No Increase in Insurance. The Charter School shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or any other insurance policy covering the Site, or

which will make such insurance coverage unavailable on commercially reasonable terms and conditions, and the Charter School shall comply with all rules, orders, regulations and requirements of the insurers of the Site. Should the Charter School initiate any use which increases insurance premiums, the Charter School shall pay for such increases.

- ii. Compliance with Law. The Charter School shall not use the Site or permit anything to be done in or about the Site that will in any way conflict with any applicable law, statute, ordinance or governmental rule, or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated. The Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to any repairs, alterations, improvements, or modifications it makes to the Site, including but not limited to compliance with the Americans with Disabilities Act, local building codes, the California Environmental Quality Act, and federal, state and local laws relating to hazardous materials, health, safety, noise, environmental protection, waste disposal, water and air quality. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Site resulting from the Charter School's use and occupancy thereof, the Charter School shall immediately notify the District and state/local agencies, as appropriate, and at its sole expense, shall be obligated to clean all the property affected to the reasonable satisfaction of the District and any governmental agencies having jurisdiction over the Site. The District shall be responsible for any discharge, leakage, spillage, emission, or pollution of any type that may occur upon or from the Site not resulting from the Charter School's use or occupancy thereof. If the Charter School fails to take steps to clean the Site or otherwise fails to comply with any requirements regarding the clean-up or amelioration of any discharge, leakage, spillage, emission, or pollution of any type resulting from the Charter School's use and occupancy thereof, the District reserves the right to take over the clean-up and to take all necessary steps to recoup any and all costs associated therewith from the Charter School, which takeover shall not occur unreasonably.
 - iii. No Nuisance or Waste. The Charter School shall not use or allow the Site to be used for any unlawful purpose, nor shall the Charter School cause, maintain, or permit any nuisance or waste in, on, or about the Site.
- e. **Public Health.** The Charter School shall take all steps and measures necessary or required to comply with all current and future orders, laws, and recommendations issued by any applicable government agency (including the California Department of Public Health, the California Department of Education, the Sacramento County Public Health Officer, and the state and/or federal

government) that are applicable to the Charter School's occupancy and use of the Site.

- f. **Security Badges.** The Charter School will provide identification cards to its staff. Each identification card will be pictured with the school name, logo, staff name, and title. All Charter School staff shall carry and have visible their identification card at all times while at the Site. This will assist District security and other staff to identify Charter School staff as needed. If the Charter School is co-located with a District program, both the Charter School's staff and the District's staff shall carry their respective identification cards at all times that they are at the Site.
- g. **Alarms.** The Charter School shall have access to activate burglar alarms and intruder alerts at the Site. The Charter School agrees that in the event any of the Charter School's employees, directors, trustees, officers, agents, students, visitors, contractors, or invitees trigger a false alarm at the Site, the Charter School shall be solely responsible for all costs incurred. Please refer to **Exhibit 3** for more details regarding District processes and procedures related to alarms.
- h. **Master Keys.** Keys will be provided to Charter staff in relation to staff position, number of staff on the Charter site, and need for various levels of Master Key access. The District will work collaboratively with the Charter School to ensure the Charter School has sufficient keys to address its needs on the Site. Please refer to **Exhibit 3** for details regarding District processes and procedures related to master keys
- i. **Fire-Related Materials.** The District shall be responsible, at its sole cost, for any and all fire-related materials or testing at the Site required by law or local enforcement agencies, including but not limited to, any costs associated with fire hoses, fire extinguishers, fire hydrants, suppression units, drop-down doors, standpipe inspections, and fire alarms, except that the Charter School shall be responsible for fire-related testing and materials for any alterations, additions, or improvements it makes to the Site, consistent with Section 10 of this Agreement. The Charter School shall immediately notify the District when such materials are required and/or if testing other than the scheduled annual testing is required. The District shall perform the necessary testing or maintenance and may do so utilizing District personnel or by hiring a third party. The District shall be responsible for the cost of any such work, including, but not limited to, the cost to the District of any District employees' time spent performing such repair or maintenance work.
- j. **Civic Center Act.** The Charter School agrees to comply with District policies, regulations, and practices with respect to the Civic Center Act (Education Code sections 38131 *et seq.*) in accommodating requests for use of the Site by members of the community. The Charter School shall inform the District in

writing of its scheduled events outside of the regular school day as soon as reasonably possible, and the District agrees to work with the Charter School to schedule use of the Site by members of the community in a manner that avoids interference with Charter School events and activities. The District will not schedule use of the Site if the Charter School has already scheduled use of the Site and provided advance notification to the District consistent with the procedures in the Charter School Facilities Use Handbook. Please refer to **Exhibit 3** for more details regarding District processes and procedures related to use of facilities under the Civic Center Act.

5. **FURNISHINGS AND EQUIPMENT.** The District agrees to provide the Charter School with reasonably equivalent furnishings and equipment to accommodate its projected in-District student average daily attendance (“ADA”) upon its initial occupancy of the Site. Items provided to the Charter School during the Term shall remain the property of the District. The Charter School shall notify the District within 30 days of initial occupancy or 30 days of the start of a new term where the charter school anticipates a substantial increase in enrollment (“Furnishings Request”) of all furnishings and equipment that the Charter School requests for the Term. Within 90 days of notification the District shall provide the Charter School with furnishings and equipment consistent with District schools. An inventory of the furnishings and equipment supplied by the District for the Charter School’s use at the Site, which shall be attached as **Exhibit 4** to this Agreement and incorporated herein by reference. The inventory shall outline type, condition, and quantity of each furnished item. The District shall not provide furnishings for any improvements paid for by the Charter. The District, however, shall have no obligation to provide any furnishings and/or equipment for any improvements to the Site constructed and paid for by the Charter School pursuant to Section 10 of this Agreement. The District will retain ownership of all furnishings and equipment provided to the Charter School and will expect all furnishings and equipment to be returned to the District at the expiration or earlier termination of the Term of this Agreement in the same condition as received, reasonable wear and tear excepted. Following the initial occupancy of the Site, the Charter School shall repair and replace furnishings and equipment (including but not limited to desks, chairs, library books, servers, switches, security alarms, telephones, fixtures and other technology, security, and telecommunications-related hardware) as desired. The District’s cost of updating furnishings and equipment will not be included in the pro-rata calculation and the Charter School will not be included in the Districtwide furniture/equipment replacement schedule.
6. **TECHNOLOGY/TELECOMMUNICATIONS.** The Site is wired for telephone and computer data connectivity including servers, routers, and switches consistent with District schools. Charter shall maintain District network connectivity to all District IP devices throughout the Site. Connections shall be reestablished if those network connections that had been previously removed.
7. **UTILITIES.**

- a. **Responsibility for Cost.** The Charter School shall be solely responsible for the cost of all utilities used or consumed by the Charter School for the proportional share of the Site used by the Charter School during the Term, including electricity, water, gas, waste disposal, Internet/Wi-Fi, telephone systems, data lines and related equipment. The District will remain responsible for the upkeep and maintenance of all existing telephone systems, data lines, and related equipment, software and hardware utilized by the Charter School, unless the Charter School installs additional infrastructure above and beyond what existed immediately prior to such installation. The District will invoice the Charter School for all utility costs for their proportional share of use of the Site, and the Charter School shall reimburse the District for all such costs within thirty (30) days of the date of the invoice. Invoices will include a copy of the utility bill or documentation that explains and justifies the amount invoiced. Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District will provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days from the date of the invoice.
- b. **Compliance with District Energy Conservation Policies.** In the spirit of energy conservation, Charter shall endeavor to follow District and industry energy conservation measures. Comparisons of year-over-year energy usage shall be shared and reviewed with Charter, based on related sites and equipment.
- c. **Failure to Furnish Utilities.** The District's failure to furnish 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 disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, 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 to the District.
- d. **Improvements Triggering Upgrades to Utilities.** Prior to the installation of any alterations, additions, or improvements to the Site as defined in Section 10 herein, the District may conduct an inspection to determine the impact of the alteration, addition, or improvement and occupancy on current utilities. Any and all upgrades to utilities that are necessary to accommodate the alterations, additions, or improvements are the responsibility and at the sole cost of the Charter School.

8. **CONDITION OF PROPERTY; DAMAGE, DESTRUCTION.**

- a. **Condition of Property.** The District is not aware of any defect in or condition of the Site (or any portion thereof) being offered for use by the Charter School that would prevent its use for the Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Site that calls into question the appropriateness or sufficiency of the Site for its intended purpose. As of the Effective Date of this Agreement, the District confirms that the Site meets all legal requirements necessary for the Charter School to be able to operate on the Site.
- b. **Cost of Restoration Due to Damage.** The cost of restoring the Site, including the Facilities located thereon, shall be borne by the Charter School to the extent such cost is not covered by District insurance, unless the cause of the casualty is due to the gross negligence or willful misconduct of the District, its employees, agents, or invitees. The District shall tender the cost of restoring the Site to its insurance carrier if the casualty is caused by a third party not invited onto the Site by either Party.
- c. **Partial Damage – Insured.** If the Site is damaged by any casualty which is covered under fire and extended coverage insurance carried by the District, then the District may restore the damage, provided insurance proceeds are available to pay eighty percent (80%) or more of the cost of restoration and provided such restoration can be completed within ninety (90) days after the commencement of the work in the opinion of a licensed architect or engineer appointed by the District. In such event, this Agreement shall continue in full force and effect, except that the Charter School shall be entitled to a proportionate reduction of facilities use payments while such restoration takes place, with such proportionate reduction to be based upon the extent to which the restoration efforts interfere with the Charter School's operations on the Site. The District shall provide the Charter School with alternative space in the District for any part of the Charter School program that is displaced by the partial damage and/or the repair work of the same. If the Charter School secures alternative space, there shall be no diminution in the facilities use payments during the period of the restoration.
- d. **Total Destruction.** If the Site is totally destroyed (defined as the destruction of fifty percent (50%) of the usable classroom space) or the Site 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. Upon the effective date of the damage, the District must provide a reasonably equivalent facility to the Charter School as

soon as reasonably practicable to avoid any interruption of the Charter School's educational programming.

9. **MAINTENANCE, REPAIRS, OPERATIONS, AND SECURITY**

- a. **Routine Operations.** Routine operations are generally defined as cleaning and operating buildings (including the classrooms therein) and grounds efficiently on a regular basis in a manner that promotes learning in a safe, clean, and healthy environment. This may also be understood as daily custodial or groundskeeping work. Examples of custodial and operations as compared to routine maintenance are described in Charter School Facilities Use Handbook. Responsibilities for those items are described in subsequent sections.
- b. **Routine Maintenance.** Routine maintenance is generally defined as maintaining, repairing, and conducting preventative care of buildings (including the classrooms therein) and grounds efficiently on a regular basis in a manner that promotes learning in a safe, clean, and healthy environment. Routine maintenance includes, but is not limited to, routine, recurring, and usual work for the preservation and protection of the Site for its intended purposes in a safe and continually usable condition for which it was designed, improved, constructed, altered, or repaired. The routine maintenance and minor repairs on the Site, including all associated costs and expenses, will be the responsibility of the District for all District-owned structures on the Site. The types of routine maintenance and minor repairs for which the District shall be responsible are described in Charter School Facilities Use Handbook attached hereto as **Exhibit 3** (as may amended from time to time), and such routine maintenance and repairs shall be performed in accordance with District policies and procedures, and the standards described in the Charter School Facilities Use Handbook.
- c. **Williams Monitoring.** If the Site is subject to *Williams* monitoring pursuant to Education Code section 1240, the District shall be responsible for performing all routine maintenance and minor repairs during the period of the monitoring. Please refer to **Exhibit 3** for further detail on *Williams* monitoring and site inspections.
- d. **Custodial Services and Groundskeeping.** The Charter School shall be responsible for performing all custodial services and groundskeeping on the Site, including all associated costs and expenses, in a manner consistent with the District's custodial services and groundskeeping on its other school sites, which promotes learning in a safe, clean, and healthy environment. The scope of custodial services and groundskeeping to be performed by the Charter School on the Site is detailed in the Charter School Facilities Use Handbook, attached hereto as **Exhibit 3** (as may be amended from time to time), and such services shall be performed in accordance with District policies and procedures, and the standards described in the Charter School Facilities Use Handbook, or the

District's actual practice, whichever is less. The Charter School shall be responsible for providing all tools, equipment, and supplies necessary for the performance of the custodial services and groundskeeping, including all restroom materials and supplies.

- e. **Use of Third Parties for Custodial Services, and Groundskeeping.** To the extent the Charter School does not have sufficient, available, or qualified staff to perform custodial services and/or groundskeeping on the Site, the Charter School is authorized to contract with qualified and experienced third parties to perform such work; provided, however, that all contractors shall possess all licensing and bonding for their respective trades and/or classifications, consistent with the law and District policies and procedures. The contract shall specify the exact services that will be provided and the associated costs, the term of the contract, the obligation of the contractor to comply with all applicable laws and District policies/procedures concerning operations and groundskeeping services, as set forth in the Charter School Facilities Use Handbook, and how the Charter School will monitor the contractor to ensure quality of services rendered. Following approval of any third-party contract by the Charter School, the Charter School shall provide the District with a copy of said contract. Should the Charter School and third-party contractor materially revise or enter into a new contract, the Charter School shall promptly provide the District with a copy of the revised or new contract. If the District determines in its reasonable discretion that the operations and groundskeeping services performed by the contractor do not conform to District policies, procedures, or standards, the District will provide written notice of such non-conforming items to the Charter School consistent with Section 15 of this Agreement. The Charter School, through its contractor or otherwise, shall remedy the non-conforming items consistent with the procedures and timelines set forth in Section 15.
- f. **Monitoring and Inspections by District Employee.** A designated employee shall conduct periodic physical inspections of the Site throughout the Term of this Agreement to evaluate the condition of the Site, including, but not limited to, exterior surfaces, interior surfaces, mechanical, electrical, plumbing, and fire alarm systems. The inspection may also include safety or risk management associated items. The District designee will, to the extent practicable, coordinate with the Charter School to schedule a date and time in which the inspection will occur.

Following each inspection, the District designee shall prepare a written summary of any deficiencies, concerns, or issues identified during the inspection that are the responsibility of the District and/or the Charter School (as defined in Sections 9.a through 9.c. above) to perform, repair, or remedy and must be performed as required by the terms of this Agreement. Within 30 days of the preparation of the written summary, at least one representative of each Party shall meet to

review the written summary and determine a reasonable timeline in which the responsible Party shall perform, repair, or remedy the identified items in a manner consistent with the terms of this Agreement.

To the extent that any identified maintenance, repair, custodial, and/or groundskeeping items pose an immediate threat to the health or safety of students, staff, visitors, or invitees on the Site, the District or Charter School (depending on whose responsibility the work is) shall perform the work as soon as possible. For any items that are the responsibility of the Charter School to perform, the District will provide at least forty-eight (48) hours' notice prior to a re-inspection of the Site to confirm that such items have been performed to the District's reasonable satisfaction. The District will notify the Charter School in writing to confirm resolution of the issue(s), or any outstanding issue(s) to be addressed, within five (5) business days of the re-inspection. The Charter School shall not rely upon the physical inspections conducted by the District to identify all maintenance, custodial, and/or groundskeeping items for which the Charter School is responsible; rather, notwithstanding the physical inspections, the Charter School shall proactively address such items to ensure the Site is maintained in a good and safe working condition.

- g. **Responsibility for Major Repairs and Major Maintenance.** The District shall be responsible for major repairs and major maintenance of the Site. For purposes of this section, major repair and maintenance projects are those that are significant in scope and may involve a public works bid. Major repairs and maintenance include the significant repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, low voltage, roofing, and flooring systems, exterior and interior painting, fencing, and any other items considered deferred maintenance under Education Code section 17582. The Charter School shall notify the District designee immediately of any damage or defect in or on the Site that may require major repair and/or maintenance through the channels described in the Facility Use Handbook. The District will perform the major repair, replacement, or maintenance as expeditiously as possible, consistent with the manner in which it processes and executes work orders for major repairs/maintenance on its other District school sites. If the major repair or maintenance issue poses an immediate threat to the health or safety of students, staff, visitors, or invitees on the Site, the District will commence the repair, replacement, or maintenance work as soon as reasonably practicable. The District shall have access to the Site to perform major repairs, maintenance, and inspections, and will coordinate such work with Charter School administration. The Charter School shall be responsible for notifying the District in writing as soon as possible of any discovered or known damage or defect in or on the Site that may require major repair and/or maintenance. The District shall not be responsible for any injury, harm, or loss to persons or property resulting from any defects, damage, or conditions in or on the site for which the Charter

School failed to provide timely written notice to the District. More details on this can be found in **Exhibit 3**.

10. **ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.**

- a. **Requirements.** The Charter School shall not make, construct, or install any alterations, additions, or improvements (including but not limited to murals, science laboratories, or lockers) to the Site or any part thereof without obtaining the prior written approval of the District, which shall not be unreasonably conditioned, delayed, or withheld, and, if required, the Division of the State Architect. The Charter School shall follow the District's Construction Standards and Specifications and provide a copy of its plans for the proposed work to the District before commencing any work on the Site or Facilities. If the District discovers that the Charter School has made, or is in the process of making, any alterations, additions, or improvements without first obtaining the District's written approval, the provisions in Sections 10.f. and 15 below shall apply. The Charter School shall follow all required laws and requirements applicable for any alterations, additions, or improvements to the Site. Contractors retained by the Charter School with respect to the construction or installation of any authorized alterations, additions, or improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability, and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of any authorized alterations, additions, or improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable to the Charter School, including, but not limited to, building code standards, including Title 24 of the California Code of Regulations, the Field Act, the Americans with Disabilities Act, the Fair Employment and Housing Act, and all applicable District policies/standards, specifications, prevailing wage laws, and policies and/or requirements related to facilities construction and as required by the Division of the State Architect ("Construction Standards").
- b. **Inspection by District.** The District shall have a continuing right at all times during the period that alterations, additions, or improvements are being constructed or installed to enter the Site and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students.
- c. **Signage.** The Charter School, with the prior written approval of the District through the Special Projects Request ("SPR") process, shall be allowed to establish signage in a manner that is customary and equivalent to what other District school sites have established. The District shall have final approval over the design, content, and location of the Charter School's signage, but shall not unreasonably deny or condition such design, content, or location. The Charter

School must remove the signage upon the expiration or earlier termination of this Agreement, and shall restore the Site to its condition prior to the installation of the signage to the District's reasonable satisfaction. The Charter School will further ensure that all District posted signage at the Site that is required by law or regulation shall remain posted. The Charter School does not need to seek District consent for any signage that must be posted as required by law.

- d. **Conditions.** The District may impose as a condition to the approval of any proposed alterations, additions, or improvements to the Site such requirements as the District may deem necessary in its reasonable discretion, including the manner in which the work is done; a right of approval of the contractor performing the work; the times during which it is to be accomplished; and the requirement that upon written request of the District at the time it provides approval for the alterations, additions, and/or improvements, the Charter School will remove any and all alterations, additions, and/or improvements installed at the Charter School's expense and all movable partitions, counters, personal property, equipment, fixtures, and furniture at the expiration or earlier termination of the Agreement. The District further reserves the right to require approval of all terms, including but not limited to, plans and specifications, construction schedules, work hours, and all licensing and bonding of contractors (including performance and payment bonds covering 100% of the contract price). The District's grounds for disapproval of any plans and specifications shall be limited to a determination that the Charter School's proposed plans or specifications would allow for construction of alterations, additions, or improvements that do not substantially comply with the general appearance and design of existing improvements on the Site or the Construction Standards, cause a conflict with applicable law, place the District at risk of third party liability, or subject the District to out-of-pocket costs. The District will review all plans and specifications within a reasonable time, and not unreasonably delay its response to the Charter School's preliminary plans and specifications; provided that, after approval by the District of the documents, any substantial change to the plans or specifications shall be subject to approval by the District. Prior to the commencement of any work, the Charter School shall obtain and pay for all required permits and authorizations of all governmental authorities having jurisdiction over the work. The Charter School further agrees to give reasonable written notice of, and will allow a District representative to be present at, each regular meeting regarding construction of the project until project completion.

The Charter School agrees to name the District as an intended third-party beneficiary of any contract for the construction of alterations, additions, or improvements made by the Charter School. Any and all contractors or individuals installing, maintaining, or attending to work on the Site shall maintain all appropriate licensing to conduct such work.

- e. **Compliance with the California Environmental Quality Act (CEQA).** For any project associated with the Charter School's alteration, addition, or improvement to the Site, the District shall act as the "lead agency" for any required compliance with CEQA under Public Resources Code sections 21000 *et seq.* and Title 14 of the California Code of Regulations, sections 15000 *et seq.*, including any determination as to whether the project qualifies for an exemption under CEQA, using all appropriate documents that will be prepared by the Charter School or its consultants at the Charter School's sole cost. The District shall retain authority over the review and approval of such documents, but shall not be responsible or liable for any errors in or omissions from such documents by the Charter School or its consultants. In the event of any legal challenge to the project under CEQA, the District agrees to tender its defense of such challenge to the Charter School. The Charter School agrees to defend and indemnify the District from any challenge to any determination made by the District under CEQA related to the project. The Charter School further agrees to indemnify, defend by counsel approved by the District in writing, and hold harmless the District, its employees, officers, governing board and members thereof, agents, and representatives, from and against any claims, liabilities, losses, costs, or damages arising out of or resulting from any claim or contention arising out of this Agreement, or the Charter School's use of the Site or construction of alterations, additions, or improvements thereon, including but not limited to, any third-party challenge based on CEQA, except where caused by the negligence or misconduct of the District.
- f. **Failure to Comply with Construction Standards.** Should the Charter School fail to obtain prior written approval from the District for any alterations, additions, or improvements to the Site or Facilities, fail to contract and perform any alterations, additions, or improvements to the Site or Facilities in accordance with the Construction Standards, or fail to adhere to any reasonable conditions imposed by the District as part of its approval of or consent to the performance of the work, the District may, at its sole option, direct the Charter School to immediately cease the work and the District may, in its sole discretion, alter, repair, or improve the Site to bring it into compliance with the Construction Standards and/or the conditions of the District's approval, and the Charter School shall be solely responsible for all such costs and expenses incurred by the District. The Charter School shall not make any alteration, addition, or improvement that reduces the value of the Site.
- g. **Reimbursement of District Fees and Costs.** For any alterations, additions, or improvements requiring District approval, the District may need to commit administrative time and resources (e.g., to serve as the lead agency for environmental review under CEQA, attend construction meetings, process construction-related easements, etc.) as a result of the project taking place on District-owned property. The Charter School shall reimburse District for the

actual fees, costs, and other expenditures reasonably incurred by the District, including the reasonable fees and costs of District legal counsel, related to making, constructing, or installing of any alterations, additions, or improvements on the Site or Facilities. The District shall invoice the Charter School for such actual fees, costs, and other expenditures and shall provide reasonable detail of the charges incurred. The Charter School shall reimburse the District for the full amount specified on the invoice within thirty (30) days.

- h. **Liens.** The Charter School shall keep the Site free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of the Charter School. If the Charter School fails to promptly release and remove any such lien, the District, at its sole option, may immediately take all action necessary to 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 the District in connection with such lien shall be immediately due and payable by the Charter School.
- i. **Property of District.** All such alterations, additions, or improvements shall, at the expiration or earlier termination of the Agreement, become the property of the District and remain upon and be surrendered with the Site, unless otherwise communicated at the time of approval for the improvements.
- j. **Personal Property.** All articles of personal property and all business and trade fixtures, machinery and equipment, cabinetwork, furniture, and movable partitions owned by the Charter School or installed by the Charter School at the Charter School's expense at the Site shall be and remain the property of the Charter School and may be removed by the Charter School at any time during the Term.

11. **ENTRY BY THE DISTRICT.**

- a. **General Entry.** The District reserves the right to enter the Site for inspection or to supply any service to be provided by the District to the Charter School. In furtherance of any alterations, improvements, or repairs, the District may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing the entrance to the Site shall not be blocked, and further providing that the business of the Charter School shall not be unreasonably interfered with. The District may enter the Site with 48 hours' advance notice to Charter School, except in the case of an emergency, visit/inspection by the District's designee, or to address a maintenance work order request, where no prior notice is required. The District and Charter School agree to cooperate so that disruption to the educational program of the Charter School is minimized. The Charter School hereby waives any claim for damages for any injury or inconvenience to or interference with the Charter School's business, any loss of occupancy or quiet enjoyment of the

Site during such activities. For each of the aforesaid purposes, the District shall at all times have and retain a key with which to unlock all of the doors located on the Site, excluding the Charter School's vaults and safes, and the District shall have the right to use any and all means which the District may deem proper to open said doors in an emergency to obtain entry to the Site. Entry to the Site obtained by the District under this section shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Site, or an eviction of the Charter School from the Site or any portion thereof.

12. **INDEMNITY.**

- a. **Charter School's Indemnification.** The Charter School shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend the District, its trustees, officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liability, penalties, expenses and costs for any injury, death, or damage to any person or property arising out of or related to obligations of the Charter School under this Agreement as they relate to the Site or arising from the Charter School's use of the Site or from any activity, work, or other things done, permitted or suffered by the Charter School in or about the Site, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the District, its employees, agents, officers, invitees, and visitors as they relate to the Site.

The Charter School shall further indemnify, hold harmless, and defend the District from and against any and all third party 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, or arising from any act, omission, or negligence of the Charter School, or any officer, agent, employee, invitee, or visitor of the Charter School, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the District, its employees, agents, officers, invitees, and visitors as they relate to the Site. If any action or proceeding is brought against the District by reason of such claim (regardless of whether a claim is filed), the Charter School, upon notice from District, shall defend the same at the Charter School's expense. The Charter School shall give prompt written notice to the District Superintendent in case of casualty or accidents in or on the Site. This section shall survive the early termination or expiration of this Agreement.

- b. **District's Indemnification.** The District shall, to the fullest extent permitted by law, indemnify, hold harmless, and defend the Charter School, its directors, officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liability, penalties, expenses, and costs for any injury,

death, or damage to any person or property arising out of or related to obligations of the District, or its employees, agents, officers, invitees, and visitors, under this Agreement as they relate to the Site or arising from any activity, work, or other things done, permitted or suffered by the District in or about the Site, excepting those claims, demands, actions, suits, losses, liability, penalties, expenses, and costs caused by the negligence or intentional acts of the Charter School, its employees, agents, officers, invitees, and visitors as they relate to the Site. If any action or proceeding is brought against the Charter School by reason of such claim (regardless of whether a claim is filed), the District, upon notice from the Charter School, shall defend the same at the District's expense. Both parties shall give prompt written notice to the other in case of casualty or accidents in or on the Site. This section shall survive the early termination or expiration of this Agreement.

13. **INSURANCE.**

- a. **Property and Liability.** The Charter School's Board of Directors shall ensure that the Charter School retains appropriate liability insurance coverage. During the Term, the Charter School shall obtain and keep in effect liability coverage as follows:
 1. Coverage under SCUSD Schools Insurance Authority Policy (SIA). To protect the interests of the Charter School and the District, the District will include the Charter School under its SIA general liability policy.
 2. General Liability. In addition to the coverage provided by the District, the Charter School is required to maintain general liability and auto liability insurance with respect to the Site and the operations of or on behalf of the Charter School in, on, or about the Site, including but not limited to: bodily injury, death, product liability (if applicable), blanket contractual, broad form property damage liability coverage in an amount not less than Ten Million Dollars (\$10,000,000) per occurrence. Charter School's general liability and auto liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.
 3. Workers' Compensation. Workers' compensation and Employers' Liability insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1,000,000.00 per accident or occupational illness. Said coverage's insurers shall waive rights of subrogation with respect to the District, its Board of Education, and their officers, and employees.

4. Sexual Abuse and Molestation. Sexual Abuse and Molestation Insurance is required with limits not less than Five Million Dollars (\$5,000,000) per occurrence. This insurance shall cover alleged and actual claims of sexual abuse or molestation. This coverage can either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and the Charter School agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.
 5. Professional Liability. Professional Liability (Errors and Omissions) Insurance (including employment practices coverage) with limits not less than Five Million Dollars (\$5,000,000) per claim. Policy form language to include Educator's Legal Liability coverage.
 6. Property Insurance. Property insurance protecting against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring the alterations, additions, and improvements to the Site by the Charter School and all of the Charter School's trade fixtures, furnishings, equipment, and other personal property. The property policy shall include "extra expense" coverage and shall be in an amount not less than one hundred percent (100%) of the replacement value.
- b. **First Party Property Insurance.** The District will maintain first party property insurance for the Site. The District shall not be responsible for insuring any of the Charter School's personal property or persons (including, without limitation, students or members of staff).
 - c. **Insurance Policy Criteria.** All policies of insurance required to be carried by the Charter School shall be written by responsible insurance companies authorized to do business in the State of California, rated no less than the standard that the District requires for the schools within its boundaries (A.M. Best, A-, VII, or better), or the equivalent provided through a risk-pooling joint powers authority operating pursuant to Government Code sections 6500 *et seq.* Any insurance required of the Charter School hereunder may be furnished by the Charter School pursuant to a blanket policy carried by it or under a separate policy.
 - d. A true and exact copy of each paid-up policy evidencing insurance or a certificate of the insurer, certifying that a policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to the District prior to the Effective Date of this Agreement, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. Any policy

provided by the Charter School under this Agreement shall be occurrence-based, not “claims made.” In addition, the District shall be named as an additional insured on the liability policies. The District may, at any time and from time to time, upon reasonable notice to the Charter School and at no cost to the Charter School, inspect and/or copy any and all insurance policies required hereunder. In no event shall the policies required herein be considered as limiting the liability of the Charter School under this Agreement.

14. **ASSIGNMENT AND SUBLETTING.** The Charter School may not assign its rights or sublet any portion of the Site without the prior written consent of the District.

15. **DEFAULT AND REMEDIES.**

- a. **Default by the Charter School.** The occurrence of any of the following shall constitute a material default and breach of this Agreement by the Charter School:
 - i. Any failure by the Charter School to make payments required to be paid hereunder, where such failure continues for forty-five (45) calendar days after written notice by the District to the Charter School.
 - ii. A failure by the Charter School to observe and perform any other provision of this Agreement to be observed or performed by the Charter School, where such failure continues for thirty (30) calendar days after written notice thereof by the District to the Charter School; unless, however, the nature of the default is such that the same cannot reasonably be cured within said 30-day period. The Charter School shall not be deemed to be in default if the Charter School shall within such period commences such cure and thereafter diligently prosecutes the same to completion.
 - iii. The making by the Charter School of any general assignment or general arrangement for the benefit of creditors; the filing by or against the Charter School a petition to have the Charter School adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against the Charter School, the same is dismissed within sixty (60) calendar days); the appointment of a trustee or receiver to take possession of substantially all of the Charter School’s assets located at the Site or of the Charter School’s interests in this Agreement, where possession is not restored to the Charter School within thirty (30) calendar days; or the attachment execution or other judicial seizure of substantially all of the Charter School’s assets located at the Site or of the Charter School’s interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

- iv. Revocation of the Charter School's charter by the District's Board of Education or cessation of the Charter School's program for any reason. However, if the Charter School pursues an appeal of a revocation of its Charter by the District's Board, the Charter School shall not be in default under this section until the Charter School has exhausted its available statutory or other legal appeal rights.
 - v. The failure by the Charter School to utilize the Site for the sole purpose of operating a charter school as authorized by this Agreement and the Charter School's charter where such failure continues for five (5) calendar days after written notice by the District to the Charter School.
- b. **Remedies.** If the Charter School commits any such material default or breach, then the District may, at any time thereafter without limiting the District in the exercise of any right or remedy at law or in equity which the District may have by reason of such default or breach:
- i. Maintain this Agreement in full force and effect and recover use payments and other monetary charges as they become due, without terminating the Charter School's right to possession irrespective of whether the Charter School shall have abandoned the Site.
 - ii. Terminate the Charter School's right to possession by any lawful means, in which case this Agreement shall terminate and the Charter School shall immediately surrender possession of the Site to the District. In such event the District shall be entitled to recover from the Charter School all damages incurred by the District by reason of the Charter School's default. If the District terminates this Agreement, it agrees to provide the Charter School with alternative reasonably equivalent facilities.
 - iii. No remedy conferred or reserved to the District is intended to be exclusive and every remedy shall be cumulative and in addition to every other remedy given under this Agreement or existing in law or in equity. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. The District is entitled to exercise any remedy reserved to it and without giving notice other than such notice as is required under the Agreement. All remedies reserved to the District shall survive the termination of the Agreement.
- c. **Default by the District.** The District shall not be in default unless the District fails to perform obligations required of the District within a reasonable time, but in no event later than thirty (30) calendar days after written notice by the Charter

School to the District specifying wherein the District has failed to perform such obligations; provided however, that if the nature of the District's obligation is such that more than 30 days are required for performance, then the District shall not be in default if the District commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. In the event of default by the District, the Charter School may pursue all remedies available by law.

16. **DISPUTE RESOLUTION.** The Parties agree to attempt to resolve all disputes regarding this Agreement, including any alleged violation, misinterpretation, or misapplication of the Agreement, pursuant to the dispute resolution procedures set forth in the Charter School's charter. Notwithstanding the foregoing, if any such dispute concerns facts or circumstances which may be cause for revocation of the Charter School's charter, the District shall not be obligated by the terms of any dispute resolution procedures as a precondition to the initiation of revocation proceedings.
17. **MISCELLANEOUS.**
- a. **Effective Date.** The effective date of this Agreement ("Effective Date") shall be the date in which the Agreement is fully executed by the Parties and approved by their respective governing boards, whichever date is later.
 - b. **Interpretation.** This Agreement was negotiated outside of the requirements of Proposition 39. Nothing in this Agreement shall be construed to impose any obligations on the Parties related to the requirements of Proposition 39, irrespective of whether certain terms or language in this Agreement correspond with terminology used in Proposition 39 (e.g, "reasonably equivalent," "furnished and equipped," etc.). The use of any such terms in this Agreement are for descriptive or clarification purposes only and shall not be interpreted under the statutory or regulatory framework of Proposition 39.
 - c. **Captions.** The captions of the paragraphs of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Agreement.
 - d. **Exhibits.** Exhibits, addenda, and schedules initialed by the Parties are deemed by attachment to constitute part of this Agreement and are incorporated herein.
 - e. **Amendments.** This Agreement may only be amended in writing that specifically indicates its intent to modify and/or amend this Agreement. All amendments shall only be effective if executed by the Parties and approved by the Parties' respective governing boards.
 - f. **Entire Agreement.** This Agreement, along with any exhibits and other attachments, constitutes the entire agreement between the District and the

Charter School relative to the Site. The Parties agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the Site are merged in or revoked by this Agreement.

- g. **Joint Obligation of California Montessori Project and California Montessori Project, Capitol Campus.** For all purposes set forth in this Agreement, whenever the terms of this Agreement obligate California Montessori Project, Capitol Campus to a particular course of action or prohibit/restrict California Montessori Project, Capitol Campus from a particular course of action, California Montessori Project shall also be jointly required to fulfill such obligation and be subject to such prohibition or restriction hereunder.
- h. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected and the remaining terms and provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
- i. **Time of the Essence.** Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor, except as to the conditions relating to the delivery of possession of the Site to the Charter School.
- j. **Binding Effect, Choice of Law, Venue.** The Parties agree that all provisions of this Agreement are to be construed as both covenants and conditions. Subject to any provisions restricting assignment or subletting by the Charter School, all of the provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns. The laws of the State of California shall govern this Agreement. Venue shall lie only in the County of Sacramento.
- k. **Waiver.** No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver or the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by the District of any performance by the Charter School after the time the same shall have become due shall not constitute a waiver by the District of the breach or default of any covenant, term or conditions unless otherwise expressly agreed to by the District in writing.
- l. **Holding Over.** The Charter School is prohibited from remaining in possession of all or any part of the Site after the expiration of the Term, or after the termination thereof, without the express written consent of the District. Notwithstanding the foregoing, if the Charter School holds over, the Charter

School shall pay one hundred twenty-five percent (125%) of the monthly facilities use fee each month, plus all other charges payable under this Agreement. Any holdover by the Charter School requires the Charter School to comply with all terms of this Agreement. The District shall have the right to remove the Charter School at any time after the expiration of the Term or termination of this Agreement.

- m. **Fingerprinting.** The Charter School shall be responsible for ensuring compliance with all fingerprinting and criminal background investigation requirements described in Education Code sections 45125.1 and 45125.2. The District shall be responsible for complying with all criminal background check laws for all employees, contractors, or vendors that it directs to the Site for any work to be performed at its direction.
- n. **Notices.** All notices required by this Agreement may be sent by United States mail, postage pre-paid, to the Parties as follows:

DISTRICT:	CHARTER SCHOOL:
Sacramento City Unified School District 5735 47 th Avenue, Sacramento, CA 95824 Attention: Superintendent's Office Email: Superintendent@scusd.edu	California Montessori Project 2635 Chestnut Hill Drive Sacramento, CA 95826 Attention: Brett Barley, Superintendent Email: bbarley@cacamp.org

Any notices required by this Agreement sent by facsimile transmission or electronic mail to the facsimile and electronic mail addresses above shall be considered received on the business day they are sent, provided they are sent during the receiving party's business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

- o. **Governing Board Approval.** This Agreement shall become effective once this Agreement is fully executed by the Parties and approved or ratified by the Parties' respective governing boards.
- p. **Authority to Execute.** Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement.
- q. **Execution in Counterparts** This Agreement may be signed in counterpart such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

Signatures on Following Page

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date indicated below.

DISTRICT:

CHARTER SCHOOL:

Superintendent

Superintendent

Print Name

Print Name

Date

Date

Date of District Board of Trustees' Approval: _____

Date of Charter School Board of Directors' Approval: _____

EXHIBIT 1

Allocation of Space

See Attached Map and Room Use Inventory

EXHIBIT 2

See Attached PDF of Sample Billing Calculation for 2024-25

EXHIBIT 3

Attached April 12, 2024 update of Charter Facility Handbook

EXHIBIT 4

Furnishings and Equipment Inventory (Not Applicable)

EXHIBIT 1A

School Name: Thomas Jefferson Elementary School
 School Code: 375
 Site Area: 9.95 Acres
 Year Built: 1963
 A.P.N. 079-0092-023
 Address: 2635 Chestnut Hill Drive, Sacramento, CA 95826

UTILITY %: 95.9%

Key

District Use
Charter Use Only (Full Amount for FUA Pro-Rata)
Charter Use Only (Discounted based on Capital Improvement)
Shared Use

TOTAL SQUARE FOOTAGE for FEE CALCULATION				38,812.72
Sq Footage Rate				
1,815	0.00	0		
37,036	1.00	37036		
5,384	0.33	1776.72		
0	0	0		

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #
PERMANENT BUILDINGS							
Bldg. 001						1963	23233
B004			Mechanical	<input type="checkbox"/>	151		
J001			Janitor	<input type="checkbox"/>	18		
K001			Kitchen	<input type="checkbox"/>	627		
S001			Locker Area	<input type="checkbox"/>	22		
S002			Pantry	<input type="checkbox"/>	97		
S003			Storage	<input type="checkbox"/>	158		
T001			Toilet	<input type="checkbox"/>	30		
T002			Toilet (Women)	<input type="checkbox"/>	66		
T003			Toilet (Men)	<input type="checkbox"/>	65		
U001			Multi-purpose	<input type="checkbox"/>	2,447		
U002			Platform	<input type="checkbox"/>	741		
			Hall	<input type="checkbox"/>	44		
			Ref	<input type="checkbox"/>	84		
			Storage	<input type="checkbox"/>	142		
			Unspecified	<input type="checkbox"/>	394		

BUILDING AREA TOTAL 5,086
 COVERED WALKWAYS 682
 CLASSROOMS 0

Bldg. 002						1963	23233
B001			Mechanical	<input type="checkbox"/>	156		
C001			Workroom	<input type="checkbox"/>	240		
C002			Nurse	<input type="checkbox"/>	220		
C003			Reception	<input type="checkbox"/>	160		
C004			Principal	<input type="checkbox"/>	139		
H001			Hall	<input type="checkbox"/>	746		
I001			Lounge	<input type="checkbox"/>	344		
J001			Janitor	<input type="checkbox"/>	54		
J002			Store	<input type="checkbox"/>	56		
K001			Kitchen	<input type="checkbox"/>	67		
S001			Storage	<input type="checkbox"/>	56		
S003			Storage	<input type="checkbox"/>	93		
S004			Storage	<input type="checkbox"/>	23		
S005			Storage	<input type="checkbox"/>	42		
T001			Toilet	<input type="checkbox"/>	62		
T002			Toilet	<input type="checkbox"/>	62		
T003			Toilet (Men)	<input type="checkbox"/>	38		

Comments	District Use	Charter Use	Capital Improvement	Shared Use
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151
18
627
22
97
158
30
66
65
2447
741
44
84
142
394
682

156
240
220
160
139
746
344
54
56
67
56
93
23
42
62
62
62
38

School Name: Thomas Jefferson Elementary School
 School Code: 375
 Site Area: 9.95 Acres
 Year Built: 1963
 A.P.N. 079-0092-023
 Address: 2635 Chestnut Hill Drive, Sacramento, CA 95826

UTILITY %: 95.9%

TOTAL SQUARE FOOTAGE for FEE CALCULATION				38,812.72
Sq Footage Rate				
1,815	0.00	0		
37,036	1.00	37036		
5,384	0.33	1776.72		
0	0	0		

Key

District Use
Charter Use Only (Full Amount for FUA Pro-Rata)
Charter Use Only (Discounted based on Capital Improvement)
Shared Use

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #
T004			Toilet (Women)	<input type="checkbox"/>	68		
T005			Toilet	<input type="checkbox"/>	22		
Y001		1	Classroom	<input checked="" type="checkbox"/>	1,051		
Y002		2	Classroom	<input checked="" type="checkbox"/>	1,051		
			Work Room	<input type="checkbox"/>	99		
			Work Room	<input type="checkbox"/>	99		
			Unspecified	<input type="checkbox"/>	504		

BUILDING AREA TOTAL
 COVERED WALKWAYS
 CLASSROOMS

5,452
 4,424
 2

Comments	District Use	Charter Use	Capital Improvement	Shared Use
		68		
		22		
		1051		
	1051			
	99			
	99			
	504			

4424

Bldg. 003						1963	23233
B002			Boiler Room	<input type="checkbox"/>	115		
O003		3	Classroom	<input checked="" type="checkbox"/>	1,051		
O004		4	Classroom	<input checked="" type="checkbox"/>	935		
O005		5	Classroom	<input checked="" type="checkbox"/>	935		
O006		6	Classroom	<input checked="" type="checkbox"/>	935		
O007		7	Classroom	<input checked="" type="checkbox"/>	935		
S001			Storage	<input type="checkbox"/>	236		
T001			Toilet (Girls)	<input type="checkbox"/>	209		
T002			Toilet (Boys)	<input type="checkbox"/>	208		
T003			Toilet	<input type="checkbox"/>	39		
ZC01			?	<input type="checkbox"/>	59		
			Work Room	<input type="checkbox"/>	140		
			Toilet	<input type="checkbox"/>	39		
			Unspecified	<input type="checkbox"/>	317		

BUILDING AREA TOTAL
 COVERED WALKWAYS
 CLASSROOMS

6,153
 4,326
 7

115
1051
935
935
935
935
935
236
209
208
39
59
140
39
317

4326

Bldg. 004						1963	23233
B003			Boiler Room	<input type="checkbox"/>	115		
O008		8	Library	<input type="checkbox"/>	1,291		
O009		9	Classroom	<input checked="" type="checkbox"/>	935		
O010		10	Classroom	<input checked="" type="checkbox"/>	935		
O011		11	Classroom	<input checked="" type="checkbox"/>	935		
O012		12	Classroom	<input checked="" type="checkbox"/>	935		
S005			Storage	<input type="checkbox"/>	132		
T005			Toilet (Women)	<input type="checkbox"/>	99		
T009			Toilet (Boys)	<input type="checkbox"/>	208		
T010			Toilet (Girls)	<input type="checkbox"/>	209		

115
1291
935
935
935
935
132
99
208
209

School Name: Thomas Jefferson Elementary School
 School Code: 375
 Site Area: 9.95 Acres
 Year Built: 1963
 A.P.N. 079-0092-023
 Address: 2635 Chestnut Hill Drive, Sacramento, CA 95826

UTILITY %: 95.9%

TOTAL SQUARE FOOTAGE for FEE CALCULATION				38,812.72
Sq Footage Rate				
1,815	0.00	0		
37,036	1.00	37036		
5,384	0.33	1776.72		
0	0	0		

Key

District Use
Charter Use Only (Full Amount for FUA Pro-Rata)
Charter Use Only (Discounted based on Capital Improvement)
Shared Use

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #	Comments	District Use	Charter Use	Capital Improvement	Shared Use
ZC02				<input type="checkbox"/>	59					59		
			Unspecified	<input type="checkbox"/>	300					300		
BUILDING AREA TOTAL					6,153							
COVERED WALKWAYS					5,336							
CLASSROOMS					4							

PORTABLE BUILDINGS

P01						1953	9952					
O014		14	Classroom	<input checked="" type="checkbox"/>	983					983		
BUILDING AREA TOTAL					983							
COVERED WALKWAYS					0							
CLASSROOMS					1							

P02						1991	55702					
O015		15	Classroom	<input checked="" type="checkbox"/>	960					960		
BUILDING AREA TOTAL					960							
COVERED WALKWAYS					0							
CLASSROOMS					1							

P03						1967	28948					
O019		19	Classroom	<input checked="" type="checkbox"/>	900					900		
O020		20	Classroom	<input checked="" type="checkbox"/>	900					900		
BUILDING AREA TOTAL					1,800							
COVERED WALKWAYS					0							
CLASSROOMS					2							

P07												
			Classroom	<input checked="" type="checkbox"/>	960	2023	02-121694				960	
				<input type="checkbox"/>								
BUILDING AREA TOTAL					960							
COVERED WALKWAYS					0							
CLASSROOMS					1							

P04						1988	?					
		4th R	Classroom	<input checked="" type="checkbox"/>	1,920					1,920		
BUILDING AREA TOTAL					1,920							

School Name: Thomas Jefferson Elementary School
 School Code: 375
 Site Area: 9.95 Acres
 Year Built: 1963
 A.P.N. 079-0092-023
 Address: 2635 Chestnut Hill Drive, Sacramento, CA 95826

UTILITY %: 95.9%

Key

District Use
Charter Use Only (Full Amount for FUA Pro-Rata)
Charter Use Only (Discounted based on Capital Improvement)
Shared Use

TOTAL SQUARE FOOTAGE for FEE CALCULATION				38,812.72
Sq Footage		Rate		
1,815	0.00	0		
37,036	1.00	37036		
5,384	0.33	1776.72		
0	0	0		

Bldg/Room Code	Bldg/Room No.	Classroom No.	Room Use	Classroom Use	Area	Year Built/Modernized	DSA #	Comments	District Use	Charter Use	Capital Improvement	Shared Use
COVERED WALKWAYS					0							
CLASSROOMS					1							
TOTAL									1,815	37,036	5,384	0

Summary		
Portable Building Area	6,623	
Portable Covered Corridors and Walkways	0	
Portable Classrooms	6	
Permanent Building Areas	22,844	
Covered Walkways	14,768	
Permanent Classrooms	11	
Total Site Area	29,467	
Total Covered Walkways	14,768	
Grand Total	44,235	
Total Charter Space at Full Facility Use Fee	37,036	
Total Charter Space at Reduced Facility Use Fee	5,384	
Reduced Cost Charter Space based on Capital Improvements (XX% Discount)		
Total Exclusive Charter Space	42,420	
Total Exclusive District Space	1,815	
Total Shared Space	0	
Ratio of Charter to District Space (Total Charter / Total Site Area)	4.10%	
Share Space Allocated to Charter (Ratio * Total Shared)	0	
Total Space to be reflected in the FUA = Sum of Total Charter + Total Shared)	42,420	
Total Percent of Utilities (Total Exclusive Charter Space / Grant Total)	95.90%	



Thomas Jefferson Elementary School
 2635 Chesnut Street
 SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

EXISTING SITE DIAGRAM
 DECEMBER 2003

EXHIBIT 2

"Pro-Rata" Facility Fee Calculation for Charter School Facilities					
California Montessori Project; School Year: 2024-2025					
Footage Fee Calculation (from FUA):	38,812.72	% Utilities	95.9%		
Unrestricted 0000-2999 resources		Projected Rate (Based on 24-25 Revised Budget)		Actual Rate (Based on 23-24 Actual Expenditures)	
Obj 5740/5741 and 80% of 5690	Maintenace Services	\$672,675.39		TBD	
Object Code TBD	Projects Eligible for Funding but Not Funded (Defd. Maint)	\$0.00		TBD	
Obj 6100-6299	Unrestricted Facilities Acquisition and Construction	\$11,958.13		TBD	
Obj 5620	Unrestricted Facilities Rents or Leases	\$146,200.00		TBD	
Obj 7615, 8540, 8915	Unrestricted Transfer to Deferred Maintenance	\$0.00		TBD	
Obj 7438/7439 - Loc 0852	Unrestricted Debt Service Costs	\$5,466,294.00		TBD	
Res 8150, Obj 8980 Contribution	Unrestricted Transfer to Routine Repair and Maintenance	\$18,493,200.00		TBD	
Total Expenditures	Total Expenditures	\$24,790,327.52		TBD	
All Sites/Adult/Admin/Charter Schools	Square Footage (Last Updated 11/21)	6,514,042		6,514,042	
	Pro-Rata Share Amount	\$3.81		TBD	
		Used in Q1 and Q2 Bills		Used in Q3 and Q4 Bills	
Billing Schedule					
	Invoice Includes:	Subtotals	Total	Anticipated By	Due By
Quarter 1 Invoice	Based on Projected Rate for July, August, September	\$36,969.12	TBD	August 1st	September 30th
	Includes Utilities Charges for prior quarter (April, May, June)	TBD			
	Includes Any Other Charges for prior Quarter (April, May June)	TBD			
Quarter 2 Invoice	Based on Projected Rate for October, November, December	\$36,969.12	TBD	November 1st	December 31st
	Includes Utilities Charges for prior quarter (July, August, September)	TBD			
	Includes Any Other Charges for prior Quarter (July, August, September)	TBD			
Quarter 3 Invoice	Based on Actual Rate for January, February, March + any needed adjustments	TBD	TBD	February 1st	March 31st
	Includes Utilities Charges for prior quarter (October, November, December)	TBD			
	Includes Any Other Charges for prior Quarter (October, November, December)	TBD			
Quarter 4 Invoice	Based on Actual Rate for April, May, June + any needed adjustments	TBD	TBD	May 1st	June 30th
	Includes Utilities Charges for prior quarter (January, February, March)	TBD			
	Includes Any Other Charges for prior Quarter (January, February, March)	TBD			
		Annual Total	TBD		

Charter School Facilities Use Handbook

The Guide for Independent Charter Schools Housed within
Sacramento City Unified School District Facilities

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Introduction

This Charter School Facilities Use Handbook (“Handbook”) will be a living document that has been developed by the Sacramento City Unified School District (“District”) to outline facility use requirements and processes that will help ensure a common shared understanding between the District’s Facilities Department and Independent Charter Schools (“Charters”) that reside in District facilities.

The District intends to provide regular updates to this Handbook to continuously improve District and Charter operational efficiencies and relationships. Updates to this Handbook will be communicated with Charters through feedback loops and regular communications. Finalized updates to this Handbook will be posted to the District website and shared with Charters housed within District Facilities. Charter partners are requested to refer to and follow the latest revisions to this Handbook.

Although the District will make every attempt in this Handbook to present information that accurately reflects the information agreed upon in the District’s Collective Bargaining Agreements (CBA’s) with Labor Partners, it should be noted that CBA’s can and do change over time through the negotiated process and the agreements in those CBA’s will ultimately dictate what must be adhered to in regard to represented staff. It is the intention of the District to keep this Handbook updated as relevant articles in the District’s CBA’s change.

District Access to Facilities

Shared Facilities Not Included in Charter Facility Use Agreement

The District retains the right to utilize any portion of the Facilities not leased by the Charter as outlined within the Facility Use Agreement (FUA). District access and use of those facilities outside of Charter use shall be unobstructed for use as deemed by the District. Charters shall request use of facilities outside of what is formally outlined within the FUA by following the Civic Center Act requirements and renting the facility on a short-term basis at the appropriate rate.

Access the Charter Facilities by District Staff

Maintenance Needs During the School Day

District Maintenance staff shall access Charter facilities during the school day to maintain them appropriately. Such access will not be pre-arranged with Charter staff in advance unless maintenance work creates unreasonable noise or dust levels that will cause disruptions to student learning.

Maintenance staff will pre-arrange work that will cause student-learning disruptions with Charter administrators, within reason, and based on the level of importance and severity of the work needed. Such work will still need to be completed during normal Maintenance staff hours.

All Maintenance staff members will check into the front office at the Charter school to inform staff they are on campus.

Maintenance Needs After School Hours

District Maintenance staff may need to access the Charter facility during non-school hours for unforeseen maintenance reasons, including for security reasons. Efforts will be made to inform Charter staff of such after-hours access the following day.

Security Needs

District Security staff may access the Charter Facility at any time to address facility security needs.

Audits and Inspections

District Facilities staff may access the Charter Facility to conduct audits, mandated or otherwise, and inspections as deemed fit by District Staff. Such access shall be pre-arranged with Charter staff in advance. The District will inspect the Facility no less than twice per year.

Maintenance

Routine and Preventative Maintenance

Maintenance is the act of ensuring all school facilities are in good working order through both preventive maintenance and routine repairs.

Included in the “pro-rata” cost, the District shall provide all routine facilities maintenance to District owned buildings. Charters will be provided with one login credential to submit work order requests for needed maintenance. Examples of routine facilities maintenance include, but are not limited to, clogged toilets and other plumbing issues, non-operational electrical outlets, air conditioning not cooling, classroom door not shutting properly, or other.

Charters are responsible for changing their own lightbulbs. Any lightbulb that cannot be reached safely by the custodian on an eight-foot ladder shall be the responsibility of the District Maintenance Department and a work order shall be submitted.

Preventive maintenance includes the servicing of equipment and facilities at regular intervals, such as HVAC filter replacement.

Charters may contract other outside maintenance for any non-District owned facilities (e.g., portables) that are placed on District property, or Charters may request District services.

Deferred Maintenance

The costs of deferred maintenance items are covered by the District. Deferred maintenance is the addressing or replacing of worn or aged-out facilities infrastructure and assets that maintain the integrity of a building envelope and mechanical equipment that are at or beyond the end-of-life. Deferred maintenance is the planned replacement of those worn facilities components and is not reactionary as is the case for routine maintenance. Examples of items covered under deferred maintenance include, but are not limited to, a leaking roof, a seeping plumbing connection, or pulleys of an HVAC unit. Most items behind the walls, in crawl spaces, or on the roof are deferred maintenance. Items not covered under this category include building components and equipment that receive a lot of wear and tear from continued use by students, such as carpets and paint.

Work Orders

The creation and submission of a work order in the District's work order system is needed for all maintenance requests. Each Charter shall appoint one designee for submitting, tracking, and contacting District Facilities staff pertaining to work order requests. Each Charter will be provided with the login credential needed for the submission and tracking of work orders within the District's system. Work orders are addressed in the order of importance and the time they are submitted. Charter schools will receive the same level of service as other District school sites. Charters may call the District Facilities mainline at (916) 395-3970 to check on the progress of any outstanding work orders that have gone unaddressed for more than 14 calendar days.

Emergency Work Orders

Emergency work orders may arise, such as a flooded restroom. The Charter shall call Security Support Services to request immediate attention. It is up to the discretion of the District Facilities Department as to the validity and level of the emergency being reported. Issues with items related to fire, life, and safety are deemed an emergency. Plugged toilets, HVAC systems, and others are not deemed an emergency. Response times for work orders in general may vary based on the number of students impacted and level of need and impact to the overall site.

CONTACT INFORMATION IN CASE OF EMERGENCY WORK ORDER

Security Support Services

(916) 752-3034

Grounds Keeping

Grounds keeping consists of mowing, blowing, weed abatement, athletic field care, and seasonal pruning. All grounds keeping needs of the Charter shall be contracted by the Charter. Those contracted by the Charter for services shall be qualified and experienced third party providers that possess all the licensing and bonding requirements for their respective trade and/or classification, consistent with law and District policies and procedures. It is the obligation of the contractor and Charter to comply with all applicable laws and District policies and procedures concerning grounds keeping. This includes, but is not limited to, the possible use and required noticing for the use of pesticides on school grounds, mulch for planters, fall material for play areas, and noise ordinances.

Pest Control

All pest services for the Charter are the responsibility, and shall be paid for by the Charter. Those contracted by the Charter for services shall be qualified and experienced third party providers that possess all the licensing and bonding requirements for their respective trade and/or classification, consistent with law and District policies and procedures. It is the obligation of the contractor and Charter to comply with all applicable laws and District policies and procedures concerning grounds keeping. This includes, but is not limited to, the possible use and required noticing for the use of pesticides on school grounds.

Minor Alterations/Special Project Requests (SPRs)

Minor alterations to the Facility shall require the Charter to submit a Special Project Request (SPR) form. Minor projects include desired alterations to the facility that do not fall under the definitions of maintenance above and are too small to require the review of the Division of State Architect (DSA) for construction projects. Such minor alterations could be volunteer opportunities, contracted services with an outside agency, or work requested from the facilities maintenance team as an additional service. Please note that public contracts requirements may apply. The SPR forms can be accessed at <https://www.scusd.edu/special-project-requests>. The cost of materials and labor to complete the special projects will be billed to the Charter.

Examples of minor facilities alterations may include, but are not limited to, the following.

Installing an additional hydration station	Adding a new pickle ball court on the playground	Installing a new garden bed
Installing garden irrigation	Painting a mural on the site	Planting trees and shrubs
Installing benches on the playground or field	Added fencing around the school site	Added security cameras

Network Infrastructure

Charters are required to maintain the District's network and low voltage infrastructure at the site at all times to support items including, but not limited to, unobstructed internet access for District staff to maintain the facility, security alarms, HVAC controls, security cameras, bell systems, and clocks. Charters are allowed to install their own networking capabilities as long as the District network is also maintained and all the proper procedures are made on the installation of that network service, as outlined within this Handbook. Any disruption or damage of the District's network or low voltage infrastructure shall be addressed immediately by the Charter to maintain District connectivity and needs.

Security Cameras

District security cameras shall be maintained throughout the duration of the Facility Use Agreement with the Charter. Charter staff may view live video feeds or footage captured within the past 14 days of the event they are wishing to review. Footage is not kept beyond that 14-day window. Only one individual on the site shall have access to view live or captured video footage. The Charter may wish to install additional security cameras that are separate from what the District has to offer, but the District's security camera system must be maintained at all times in order to help protect District assets. Charters must follow the appropriate SPR or capital projects process for installing such security camera infrastructure.

Key Assignments and Control

Charter staff will be provided with a select number of site keys in relation to the number and type of staff that work at the facility. The purpose of limiting the allowed number of keys is to provide proper key controls and security measures for the students, Charter staff, and the site. The cost of re-keying the facility shall be paid by the Charter if lost or stolen keys are reported. Broken keys will be replaced by submitting a work order following the standard processes outlined within this Handbook.

Up to 15% of Charter staff are allowed to have Master Keys. This is to improve key control noted above and limit the possible expense of needing to re-key the entire Charter site. The Charter school is expected to maintain and share records of which keys have been assigned to which staff.

HVAC Controls

The District's Heating Ventilation and Air Conditioning (HVAC) system programming is based on industry standards and guidance from the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) and Sacramento Municipal Utilities District (SMUD). Based on that guidance, District heating and cooling set points are programmed to allow adjustment between 65-68 degrees for heating, and 74-78 degrees for cooling. California Title 24 requires continuous ventilation during all occupied hours. This means that HVAC system fans are programmed to run during all occupied hours of the site even when not heating or cooling.

Site HVAC units across the District turn on prior to student and staff occupancy to try and be within the desired occupancy set point range at the beginning of school. However, large fluctuations in outdoor

temperatures from one day to the next may result in the systems taking longer to reach set points on extremely cold or hot days.

HVAC systems can be temporarily turned on using the classroom or building override functions during unoccupied hours. These overrides do not adjust temperatures during occupied hours.

Furnishings and Equipment

The furnishings and equipment to be provided by the District for the Charter's projected in-District student average daily attendance ("ADA") upon its initial occupancy of the Site.

Operations (Custodial)

Custodial Support

School site operations, also known as custodial staff, work to ensure the facility is clean, restroom consumables are well-stocked, and the condition of the facility is well-maintained. The Charter will be responsible for employing all of their own custodial staff to conduct day-to-day operations.

Site Standards

The District expects the Charter to always keep the site clean and free of grime and debris—relative to various industry standards. This includes a thorough deep cleaning, "from top to bottom," to take place during the summer months. Summer cleaning should include, but is not limited to, the stripping and waxing of tile floors and carpet cleaning. District Facilities Staff may visit sites to ensure cleanliness standards are being met since not meeting these standards leads to quicker wear and tear. The Charter shall provide a summer schedule of their custodial staff.

Contracted Charter custodial support shall support the set up and teardown of any Charter-related events or after-school functions. The District will assign a District-employed custodial staff person, who will be expected to complete the setup and teardown of any community civic permit events—that is not the work of the contracted custodial support hired by the Charter.

External Site Inspections

The Charter shall oversee the audits and reporting related to the Facilities Inspection Tool. District personnel shall oversee all Williams and Fire Inspections. These inspections may be done in tandem with other District inspections noted above. All inspection reports shall be submitted to the Authorizer.

Custodial Supplies

Charters are responsible for purchasing their own custodial supplies that are compatible with District supplies and standards. The District can provide contact information to vendors that offer custodial supplies that work with current custodial fixtures (e.g. - toilet paper dispensers). District will reimburse for any supplies used for a community civic permit, within reason.

Trash Service

The Charter shall notify the District if trash services are skipped for a given schedule dump, or if additional dumps are needed.

Security

District Security Support

The Charter will automatically receive District Security support for real property. The Security Department is not to be used for policing students or individuals—they are only there to secure District assets (e.g., address alarms, monitor the facilities, address trespassing, etc.). Charter staff will receive updates if Security personnel have addressed an issue on the site. Security services of this nature are included as part of the Facility Use Agreement.

See Key Assignments and Control above as it relates to improved security measures and costs.

Knox Box keys and access must follow Fire Code requirements so that Police and Fire can access the facility at all times.

See Network Infrastructure and Security Alarms sections above as it relates to improved security measures of District assets.

Fire Inspections, False Alarms, and Fire Watch

The District will conduct annual fire alarm inspections. The Charter shall be responsible to address any program or facilities changes to comply with the Fire Marshall's orders.

The Charter shall be responsible for all false fire alarms.

The Charter shall be responsible for any fire watch that may be required by law or the Fire Marshall, in the event of an equipment failure.

Utilities

Utilities Payments

The Charter school shall reimburse the District for the cost of utilities at their site, as charged to the District by its utility providers, pro-rated to reflect use by other users of the site. Utilities include, but are not limited to, electrical, natural gas, sewer, waste disposal/recycling, and water services. The District outlines the level of requested trash based on like facilities throughout the District. Changes in trash service shall be mutually discussed by the Charter and District and approved by the District.

The Charter shall pay utilities charges to the District throughout the Term on a basis concurrent with the Charter School's payment of the Facilities Use Fee to the District.

Within one hundred twenty (120) days after the expiration or earlier termination of this Agreement, the District shall endeavor to provide the Charter School with a reconciliation of the Charter School's outstanding utility costs over the Term, if any. The District may invoice the Charter School for any underpayment. The Charter School shall reimburse the District for such underpayment, if any, within thirty (30) days after receipt of said invoice.

Site Improvements

Prior to the installation of any new improvements on the Facilities/Leased Land, the District may conduct an inspection to determine the impact of the improvement and occupancy on current utilities.

Any and all upgrades to utilities necessary to accommodate the improvements are the responsibility and at the cost of the Charter.

Civic Center Act and Facility Use

Civic Center Act

The Charter agrees to comply with the provisions of the Civic Center Act (Education Code Section 38131, et seq.) in making the Facilities/Leased Land accessible to members of the community. The District understands that the Facilities/Leased Land are to be primarily used for school programs and activities, and as such, any use of the Facilities 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/Leased Land by members of the public during non-school hours. Consistent with that policy and the regulations, the District shall be solely responsible for coordinating access to the Facilities/Leased Land under the Civic Center Act and shall require users to provide appropriate proof of insurance related to use of the Facilities/Leased Land and to indemnify and hold harmless the District and Charter for injury, risk of loss, or damage to property as a result of that access by members of the community. The District shall also confirm nonprofit eligibility to assess appropriate fees. Any fees collected shall be for District staff overtime of events, custodial supplies, and District-level deferred maintenance needs. The Charter shall not have a right to the fees collected from the civic permit, except for reasonable custodial supplies associated with corresponding civic permit use.

All requests for use of the Facilities/Leased Land made directly to the Charter School shall be forwarded to the District for coordination of use consistent with Board Policy and Administrative Regulations. No Charter staff or personal connections to the Charter shall circumvent, receive preferential treatment, or have priority over any other civic permit requester.

Civic Permit Custodial Coverage

The District will assign any required custodial overtime to cover weekend and holiday civic permits to District employees due to the ease of overtime payment through District civic permit processes. The District agrees to promptly clean and repair, if necessary, any portion of the Facilities/Leased Land used by members of the community immediately following such use.

Charter Events Calendaring

The Charter shall be allowed to schedule all programs related to school academic or enrichment programs that are free of charge to students or sanctioned by the California Interscholastic Federation as part of a current sports season activity and can do so without charge. Any other permit requests shall be directed to the District. Any Charter staff-run after school programs or camps that charge for services shall go through the District's civic permit processes. Any after-school or summer programming sponsored by the Charter and free to students shall be under contract with the Charter and have appropriate insurance levels. The Charter shall not sublease facilities/leased land, and they shall not let their employees use the facility for running programs that are separate from the Charter, or where a fee is charged to participants.

The Charter shall enter all after hours and summer events (e.g. sports practices, dances, etc.) into the District's civic permit software to reserve the facility before community members are allowed to reserve the Facility/Lease Land. Such events shall be entered well in advance but no less than one

month before the event is to take place. The District understands the Charter may have last minute scheduling changes and will endeavor to work with the Charter if it does impact a community member who otherwise reserved the facility. The Charter shall not use blanket reservations for facilities to circumvent the intent of the Civic Center Act. However, the District understands there are exceptions such as blanketing a baseball field for the entire baseball/softball season due to the dynamic changes that often take place throughout that season.

The District currently utilizes Facilitron for Civic Permit scheduling. District staff will work with the Charter to have the facility/leased land listed on the District's Facilitron website. The Charter shall have up to two logins to the Facilitron software in order to add site facility needs into the community schedule and review pending community requests.

Capital Improvements

Special Project Requests versus Capital Projects

Please see Minor Alterations/Special Project Requests (SPRs) section on a previous page under the Maintenance section.

District Approval of Capital Improvement Requests

Charters shall seek District approval of all Capital Improvement requests before beginning any such project. This includes the initial scope desired, timeline, and funding efforts for such requests. The District may request that specific architects be used from the District's current pool of architects, the type of construction delivery method used, and the Inspector of Record assigned to the project. Formal agreements for the design and construction may need to be entered between the District and Charter, including, but not limited to, oversight of legal construction requirements (e.g., California Environmental Quality Act monitoring) and long term lease agreements.

District Construction Standards and Specifications

All Capital Projects must utilize the District's current Construction Standards and Specifications that can be provided to the Charter upon request. The District shall have the opportunity to review the design of the project at the Schematic Design, Design Development, and Construction Documents phases in order to ensure the project conforms to District standards.

Prior to the Capital Project on the Facilities/Leased Land, the District may conduct an inspection to determine the impact of the Project on the current utilities infrastructure. Any and all upgrades to utilities necessary to accommodate the improvements are the responsibility and at the cost of the Charter.

Costs of Capital Projects

All costs associated with the project will be the responsibility of the Charter, including, but not limited to the reimbursement of time and material costs accrued by the District.

Legal Requirements of the Capital Project

The Charter will be responsible to follow all applicable laws and regulations pertaining to the construction of public school facilities, including, but not limited to, the California Environmental Quality Act requirements, Department of Toxic Substance Control, Office of Public School Construction, the California Department of Education, and the Division of State Architect.

Project Closeout

The District shall perform a final punch walk of the Project upon Substantial Completion. A digital copy of the final plan set shall be provided to the District. The Architect shall complete an updated “1A” map of the entire school facility on the property. All final Division of State Architect documents must be filed.

Abandoned Charter Facility Improvements or Equipment

It shall be the Charter’s responsibility to remove any and all improvements or equipment from the site upon the end of the Charter term, if not renewed. Abandoned Charter facilities improvements or equipment shall become District property if abandoned after 30 days following the end of said term.

Summary of Charges

Charter schools will be invoiced for the costs associated with their facilities usage according to the summary below. More details on the facility use fees can be found on the sample billing calculation spreadsheet.

Type of Charge	Calculation Method	Billing Timeline
“Pro-Rata” Facility Fee	<ul style="list-style-type: none">• Calculation based on actual amount spent across all district facilities for items such as routine maintenance, general fund contribution to deferred maintenance, debt service costs, etc.• Pro-rata rate applied per square footage agreed to in the current Facility Use Agreement	<ul style="list-style-type: none">• Billed quarterly• Payment expected within 60 days of invoice
Utilities	Actual Costs	<ul style="list-style-type: none">• Billed quarterly• Payment expected within 60 days of invoice
Costs for Special Projects	Actual Costs	<ul style="list-style-type: none">• Billed as charges occur / added to above invoices

Review of the Charter School Facilities Use Handbook

The Charter School Facilities Use Handbook is reviewed and revised periodically by SCUSD Staff in an effort to continuously improve operations, understanding, and partnerships with our Charter partners.
Most Recent Update: April 12, 2024

