

**Board of Trustees
June 28, 2018
Special Meeting**

1. OPEN SESSION 6:00 P.M.

Call to Order
Flag Salute

11. OPEN SESSION

2.1 Comments From the Public
Board Policy #9323 Allows Each Individual Three Minutes for Public Comment

111. ACTION SESSION

OTHER BUSINESS ITEMS

3.1 PUBLIC HEARING

A Public Hearing Will Be Held to Review and Adopt the Local Control And
Accountability Plan (LCAP) – Final Reading

3.2 PUBLIC HEARING

Review and Approve the Proposed 2018-19 Budget

3.3 AB858 – Reserves in Excess of State Recommended Reserves Budget Attachment

1V. OTHER ACTION ITEMS

4.1 S.I.A. Contract –Services for Accountability and Mandate Costs

4.2 Lease Agreement Between Sequoia Union Memorial District and Sequoia Union
Elementary School

V. CLOSED SESSION – (Gov't Code Section 54956.9; and, 54954.5)

-CONFERENCE WITH LEGAL COUNSEL –ANTICIPATED LITIGATION

Initiation of Litigation Pursuant to Subdivision of Government Code 54956.9

-PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title – M.O.T. Supervisor

V1. ADJOURNMENT

SEQUOIA UNION SCHOOL DISTRICT
REGULAR MEETING
June 28, 2018

111. OTHER BUSINESS ITEMS

Agenda Item 3.1 **OTHER BUSINESS ITEMS:**

PUBLIC HEARING

A public hearing will be held to review and approve the Local Control and Accountability Plan (LCAP) for 2018-19

Recommendations: Hold public hearing and approve the LCAP for 2018-19

On a motion of _____, and seconded by _____, the Board voted to approve the 2018-19 LCAP.

<u>BOARD MEMBERS</u>	<u>AYE</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Anna Eynaud				
Matt McEwen				
James McNulty				
Nicole Ray				
Bradley Ward				

SEQUOIA UNION SCHOOL DISTRICT
REGULAR MEETING
June 28, 2018

111. OTHER BUSINESS ITEMS

Agenda Item 3.2 **OTHER BUSINESS ITEMS:**

PUBLIC HEARING

A public hearing will be held to review and approve the 2018-19 budget. The budget has been available for the public inspection in the District office since June 12, 2018.

Recommendations: Hold public hearing and approve the 2018-19 budget

On a motion of _____, and seconded by _____, the Board voted to approve the 2018-19 budget.

<u>BOARD MEMBERS</u>	<u>AYE</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Anna Eynaud				
Matt McEwen				
James McNulty				
Nicole Ray				
Bradley Ward				

Agenda Item 3.2

SEQUOIA UNION SCHOOL DISTRICT
REGULAR MEETING
June 28, 2018

111. OTHER BUSINESS ITEMS

Agenda Item 3.3 **OTHER BUSINESS ITEMS:**

AB858 – Reserves in Excess of State Recommended Reserves Budget Attachment:

The Board will be requested to review and approve the AB858 budget attachment to explain why the District's reserves are in excess of the State's recommended reserves.

Recommendations: Approve AB858 – reserves in excess of State recommended reserves budget attachment.

On a motion of _____, and seconded by _____, the Board voted to approve AB858 budget attachment.

<u>BOARD MEMBERS</u>	<u>AYE</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Anna Eynaud				
Matt McEwen				
James McNulty				
Nicole Ray				
Bradley Ward				

Agenda Item 3.3

Description	Object Codes	2018-19 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2019-20 Projection (C)	% Change (Cols. E-C/C) (D)	2020-21 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	3,339,018.00	-100.00%		0.00%	
2. Federal Revenues	8100-8299	0.00	0.00%		0.00%	
3. Other State Revenues	8300-8599	69,650.00	-100.00%		0.00%	
4. Other Local Revenues	8600-8799	31,100.00	-100.00%		0.00%	
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	(47,523.00)	-100.00%		0.00%	
6. Total (Sum lines A1 thru A5c)		3,392,245.00	-100.00%	0.00	0.00%	0.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				1,365,779.00		1,365,779.00
b. Step & Column Adjustment						
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	1,365,779.00	0.00%	1,365,779.00	0.00%	1,365,779.00
2. Classified Salaries						
a. Base Salaries				473,711.00		473,711.00
b. Step & Column Adjustment						
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	473,711.00	0.00%	473,711.00	0.00%	473,711.00
3. Employee Benefits	3000-3999	773,043.00	-100.00%		0.00%	
4. Books and Supplies	4000-4999	259,819.00	-100.00%		0.00%	
5. Services and Other Operating Expenditures	5000-5999	346,940.00	-100.00%		0.00%	
6. Capital Outlay	6000-6999	140,411.00	-100.00%		0.00%	
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	2,000.00	-100.00%		0.00%	
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(4,650.00)	-100.00%		0.00%	
9. Other Financing Uses						
a. Transfers Out	7600-7629	17,814.00	-100.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		3,374,867.00	-45.49%	1,839,490.00	0.00%	1,839,490.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)						
		17,378.00		(1,839,490.00)		(1,839,490.00)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		1,314,139.55		1,331,517.55		(507,972.45)
2. Ending Fund Balance (Sum lines C and D1)		1,331,517.55		(507,972.45)		(2,347,462.45)
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	2,000.00				
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	0.00				
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	0.00				
2. Unassigned/Unappropriated	9790	1,329,517.55		(507,972.45)		(2,347,462.45)
f. Total Components of Ending Fund Balance						
(Line D3f must agree with line D2)		1,331,517.55		(507,972.45)		(2,347,462.45)

$1,331,517.55$ Ending balance
 $945,521.92$ $798,910.53$ 60% District Reserve
 $2,000$ Requiring Fund
 $144,611.44$ Required reserve

$1,331,517.55$
 $- 945,521.97$
 $385,995.58$ ✓ excess reserve

SEQUOIA UNION SCHOOL DISTRICT
REGULAR MEETING
June 28, 2018

1V. ACTION ITEMS

Agenda Item 4.1 **OTHER ACTION ITEMS:**

S.I.A. Contract-Services for Accountability and Mandate Costs:

The Board will be requested to review and approve the contract with S.I.A.

Recommendations: Approve the S.I.A. contract

On a motion of _____, and seconded by _____
the Board voted to approve the contract with S.I.A.

<u>BOARD MEMBERS</u>	<u>AYE</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Anna Eynaud				
Matt McEwen				
James McNulty				
Nicole Ray				
Bradley Ward				

Agenda Item 4.1



GOOD GOVERNANCE AND PROGRAM ADVISORY SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ACHIEVEMENT
And
SEQUOIA UNION ELEMENTARY SCHOOL DISTRICT

THIS AGREEMENT, dated _____, 2018, (the "Agreement") is made by and between Sequoia Union Elementary School District ("District"), and School Innovations & Achievement, a California corporation ("SI&A"), each being a "Party" and collectively the "Parties."

RECITALS

WHEREAS, District is authorized to retain consulting services to assist District in the preparation and filing of reimbursement claims for the costs of the Mandate Reimbursement Process Program, legislatively mandated by the State of California ("State"), as well as an assessment of compliance practices in place as it relates to the Mandated Block Grant Program, and SI&A is qualified to perform such services; and

WHEREAS, it is necessary and desirable that SI&A be retained by District for the purpose of performing consulting services;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period.** The Agreement period begins May 1, 2018 (the "Effective Date") and will automatically expire on April 30, 2021 (the "Expiration Date"). The Agreement period consists of three (3) District fiscal years: May 1, 2018 through April 30, 2019; May 1, 2019 through April 30, 2020; and May 1, 2020 through April 30, 2021 (the "Agreement Period"). Each fiscal year within the Agreement Period is an "Agreement Year."
2. **Base Services.** SI&A agrees to provide District the following consulting services ("Services") during the Agreement Period:
 - (a) Prepare and file (based on the District's Participation Status in the Mandate Block Grant Program, with information provided by the District):
 - (1) Any applicable prior year reimbursement claims based on program participation;
 - (2) Late and amended reimbursement claims, based on program participation; and
 - (3) Newly claimable programs approved by the Commission on State Mandates ("Commission") if the filing deadline is within the Agreement Period.

- (b) Hold training sessions for District's staff during the Agreement Period, as necessary or appropriate (as reasonably determined by SI&A);
- (c) Conduct interviews with District staff and document processes regarding mandate programs;
- (d) Provide interim and annual reports on:
 - (1) Program performance;
 - (2) Claim performance for all applicable claims; and
 - (3) Analysis comparing Mandated Program options in preparation for the Districts yearly program election decision.
- (e) Monitor District's mandated cost tracking systems;
- (f) Research and assist District with data collection for test claims approved by the Commission during the Agreement Period;
- (g) Serve as a liaison with the State Controller's Office and Commission regarding
 - (i) statewide cost estimate request responses, and
 - (ii) general questions from the State Controller's Office;
- (h) Provide representation of District with respect to any State audit of mandate reimbursement claims that were prepared and submitted with SI&A's assistance pursuant to this Agreement, unless prior to claim submission SI&A advised District that SI&A would not provide audit assistance, due to potentially unresolved audit issues (such as documentation or data problems) or claim rejection concerns; and
- (i) Free access to Cabinet Report. Cabinet Report is an online education-news publication that provides news coverage critical to education practices and administration, our reporting is aimed at an audience of educators, school administrators and policy-makers.

3. **District's Obligations.**

- 3.1 **District Responsibilities and Obligations.** District shall be responsible for the following:
- (a) ensuring District has record retention policies sufficient to maintain original documentation used in support of claims (for audit or examination by any State or regulatory agency); and
 - (b) maintaining original supporting documents for a period of four (4) years after the State's first payment of the claim; and
 - (c) District shall provide SI&A all records and information relevant to any claim in a timely manner and contact information for District's personnel to whom SI&A may direct inquiries. District understands and agrees that the results of SI&A's inquiries, the documentation obtained from District and other corroborating information may be used by SI&A for filing and/or supporting the reimbursement claims, or responding to audits or investigations.
- 3.2 **Claim Approval.** Upon presentation of a claim for District's approval, District agrees to review the claim and respond to SI&A by either: (a) certifying to SI&A, under penalties of perjury, that the time, costs and other data collected by District and furnished to SI&A in support of the claim are true and correct; or (b) provide SI&A with notice specifying why the foregoing certification

may not be true. All notices and certifications must comply with the requirements of Section 4 of the Standard Terms and Conditions.

3.3 For Districts that Elect the Mandate Block Grant. The District acknowledges and agrees that the Good Governance and Program Advisory Services, provided by SI&A, in connection with potential audit matters, consists of providing recommendations and support with forms and back-up documentation collected. It is the District's responsibility to ensure the District's compliance with all mandate block grant requirements.

4. California False Claims Act. District acknowledges that reimbursement claims filed under this Agreement constitute "claims" under the California False Claims Act (California Government Code Section 12650, et seq.) ("False Claims Act") and consequently, District, its employees, contractors and other persons acting on its behalf, may be subject to the provisions of the False Claims Act. Among other things, the False Claims Act imposes liability for treble damages, penalties and costs of civil recovery actions upon persons who "knowingly" present or cause to be presented false claims, or who "knowingly" make or cause to be made false records or statements in support of a claim. Under the False Claims Act, "knowingly" means that a person, with respect to information, has actual knowledge of the information or acts in deliberate ignorance or reckless disregard of the truth or falsity of the information.

5. Payment of Fees.

5.1 Fees. For Services provided pursuant to the terms of this Agreement, as outlined in Section 2, above, District agrees to pay SI&A \$3,000, annually, for the fiscal years 2018/19, 2019/20, and 2020/21 (the "Fee").

5.2 Payment Plan. The Fee is payable in three (3) annual installments as follows:

	Due 05/01/18	Due 05/01/19	Due 05/01/20
Standard Fee	\$3,000	\$3,000	\$3,000

5.3 Travel; Lodging Expenses. If SI&A reasonably determines that travel to District's site is necessary, SI&A and District shall schedule mutually convenient dates and times for such meetings. All travel and lodging expenses incurred by SI&A in connection with the Initial Scope of Services are included in the Fee.

6. Entire Agreement. This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A is the final expression of, and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

7. Exhibits. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the District and SI&A have made and executed this Agreement as set forth below.

SI&A:

DISTRICT:

**SCHOOL INNOVATIONS
& ACHIEVEMENT**

**SEQUOIA UNION ELEMENTARY
SCHOOL DISTRICT**

Signature: *Jeffrey C. Williams*
Date Signed: 4/11/2018
Print Name: Jeffrey C. Williams
Title: Chief Executive Officer
Company: School Innovations & Achievement
Address: 5200 Golden Foothill Parkway
El Dorado Hills, CA 95762
Phone: (800) 487-9234
Fax: (888) 487-6441

Signature: _____
Date Signed: _____
Print Name: _____
Title: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent Contractor.** SI&A's services described in the Agreement (the "Services") detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Period, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The Parties agree that School Innovations & Achievement is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.
2. **Termination.** Either Party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other Party not later than thirty (30) days prior to expiration of the current Agreement Year within the Agreement Period. The effective date of termination shall be the expiration of such current year of the Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 2, neither Party shall have any liability to the other for damages resulting solely from a Party's termination of this Agreement in accordance with this Section 2.
3. **Termination Due to Changes in State Law.** If Legislation is enacted that eliminates or suspends K-12 education mandates, thereby making the filing of mandate reimbursement claims impossible or futile, District may immediately terminate this Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. All other terminations shall be subject to the terms and conditions set forth in Section 2, above.
4. **Notice.** All Agreement notices must be in writing, directed to the Party's address set forth below such Party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A Party may change the address stated in the Agreement by giving notice to the other Party.
5. **District's General Responsibilities; District Acknowledgment.** During the Agreement Period, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.
6. **Further Assurances.** Upon request of the other Party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.
7. **Assignment Prohibited.** Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.
8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code.** SI&A may have limited access to student information only for purposes of providing the legally required notification services, if any, specified in this Agreement. SI&A performs the Services as an agent of District and has no right to access or utilize student information for any other purpose. SI&A, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code sections 49073 et seq. and/or sections 76240 et seq. at all times.
9. **Confidential and Proprietary Materials of SI&A.** During performance of the Agreement, SI&A may provide materials or disclose information to District that SI&A considers proprietary or confidential including, but not limited to SI&A's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("SI&A's Materials"). District agrees that District acquires no interest of any kind in SI&A's Materials. At all times during and after the Agreement Period, District agrees (a) to keep SI&A's Materials in confidence and trust for SI&A; (b) not to disclose, duplicate or otherwise use SI&A's Materials, except in furtherance of SI&A's performance per the Agreement; (c) to limit access to SI&A's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of SI&A's Materials to SI&A after a request is made.
10. **Limitation of Liability; Indemnification.** In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. Each Party agrees to defend, hold harmless, and indemnify the other Party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying Party's breach of the terms of this Agreement. In the event that any action or proceeding is brought against a Party by reason of any claim or demand discussed in this Section 10, upon notice from the Party, the indemnifying Party shall defend the action or proceeding at the indemnifying Party's expense, through counsel reasonably satisfactory to the other Party. The obligations to indemnify set forth in this Section 10 shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand. The indemnifying Party's obligations under this Section 10 shall apply regardless of whether the other Party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or by the willful misconduct of the other Party.
11. **Governing Law; Enforcement Costs.** The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a Party's rights or obligations under this Agreement, then the prevailing Party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the Party may be entitled.
12. **Judicial Reference.** In the event a dispute is not resolved through discussions and negotiations among the Parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the Parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The Parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et seq. **BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.** All general reference proceedings hereunder shall, unless all Parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.
13. **Modification; Interpretation; Severability; Construction.** No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both Parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.
14. **Waiver.** Either Party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.
15. **Force Majeure.** A Party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other Party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the Party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.

SEQUOIA UNION SCHOOL DISTRICT
REGULAR MEETING
June 28, 2018

1V. ACTION ITEMS

Agenda Item 4.2 **OTHER ACTION ITEMS:**

Lease Agreement Between Sequoia Union Memorial District and
Sequoia Union Elementary School:

The Board will be requested to review and approve the lease agreement
with the Sequoia Union Memorial District.

Recommendations: Approve the lease agreement with Sequoia Union Memorial District.

On a motion of _____, and seconded by _____
the Board voted to approve the lease agreement with Sequoia Union Memorial District.

<u>BOARD MEMBERS</u>	<u>AYE</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Anna Eynaud				
Matt McEwen				
James McNulty				
Nicole Ray				
Bradley Ward				

Agenda Item 4.2

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this _____ day of _____, 2018 (“Lease Agreement”), by and between the SEQUOIA MEMORIAL DISTRICT, hereinafter referred to as the “Memorial District,” and the SEQUOIA UNION ELEMENTARY SCHOOL DISTRICT, hereinafter referred to as the “School District” (collectively referred to as the “Parties”);

WITNESSETH:

WHEREAS, the School District conveyed to the Memorial District the real property described herein below and, as the agreed consideration for said conveyance, the Memorial District has agreed to enter into this Lease Agreement with the School District;

NOW, THEREFORE, BE IT AGREED as follows:

1. For and in consideration of the covenants and agreements on the part of the School District to be performed as hereinafter set forth, the Memorial District does hereby lease to the School District, and the School District does hereby hire and take from the Memorial District, that certain real property situated in the County of Tulare, State of California, described as follows:

That portion of the West half of Section 10, Township 18 South, Range 27 East, M.D.B. & M, also being a portion of Lot 4 of the Honora Realty Company’s Subdivision, as per a map thereof on file in the office of the County Recorder of said County of Tulare in Volume 12, page 28 of Maps, more particularly described as follows:

Beginning at the center of said section 10; thence South 0°10’ East 13.75 feet; thence South 74°29’45” West 51.85 feet to the true point of beginning of the parcel to be described, said point being on the Northerly line of that certain parcel of land conveyed by the SEQUOIA UNION ELEMENTARY SCHOOL DISTRICT to the County of Tulare by deed dated October 9, 1951, recorded October 24, 1951, as Instrument No. 27201 in Volume 1548, page 106 of the

Tulare County Official Records; thence continuing South 74°29'45" West along the North line of said parcel of land so conveyed to the County of Tulare 155.53 feet; thence North 0°10' West 250.04 feet; thence South 89°45'15" East 150 feet to a point located 50 feet, measured along last said bearing from the North-South centerline of said Section 10; thence South 0°10' East parallel to said North-South centerline 215.82 feet to the true point of beginning. ("Property".)

2. School District shall pay an annual rate of Two Thousand, Two Hundred and Fifty Dollars to the Memorial District to lease the Property

3. The term of the lease shall commence on the date this Lease Agreement is entered into. The original term of the lease shall terminate forty (40) years after the date on which the lease commences. This Lease Agreement only pertains to those portions of the day and year which are expressly mentioned in paragraph (5) herein below, and the School District shall have no interest in, nor any control over, said property or building at any time other than those portions of the day and year which are expressly mentioned in paragraph (5) below.

4. The School District shall have the right and option to renew this Lease Agreement for two separate, additional and successive terms of fifteen (15) years each on the same terms and conditions set forth herein for the original term of this lease. The first such fifteen (15) year term shall commence immediately upon the termination of the original forty (40) year term of the lease and the second such fifteen (15) year term shall commence immediately upon the termination of the first such fifteen (15) year extension of the term. At the end of the original term of this lease, or at the end of the first fifteen (15) year extension, if the building constructed by the Memorial District is no longer in existence, or said building is unusable for school purposes because of decay, damage or other causes, then the School District shall not have any right or option to extend the term of the lease and any notice of extension theretofore filed by the School District shall be null and void and of no effect. If the School District desires to exercise

said option to extend the term, the School District shall notify the Memorial District in writing that the School District elects to exercise said options. In order to exercise such options, the School District shall give such written notice to the Memorial District, no more than two (2) years, and not less than one (1) year, before the end of the original term and before the end of the first extension of said term, as appropriate.

5. During that portion of the year when school is in session, the School District's right to use said building shall not interfere or conflict with the use of said building as a meeting place for veterans and associations of veterans. The Memorial District shall notify the School District at least ten (10) days in advance of any contemplated use of said building by veterans or associations of veterans during the daytime classroom hours of the School District. The School District shall have no interest in, nor any control over, said property or building at any time other than those portions of the day and year expressly referred to in this paragraph. However, the Memorial District may, if it so desires, make the building available to the School District at other times, subject to such terms, conditions and rentals as the Memorial District may establish.

6. The right to use said building and the right to make said building available for use by persons other than the School District is reserved solely to the Memorial District. The Memorial District shall have the sole right, except as otherwise provided in paragraph (5) above, to determine the uses to which the building shall be put. This lease shall not be assigned, nor the demised premises sublet, by the School District without the written consent of the Memorial District.

7. The Memorial District shall, at its own expense, make all major repairs and maintenance tasks such as re-roofing, repairs and upkeep of air conditioning units, door repairs, painting, etc. However, if any repair is required because of acts or omissions on the part of the

School District, or persons employed by or under the control of the School District, the School District shall reimburse the Memorial District for the actual cost of such repairs.

8. The School District shall keep the Memorial Building (“Premises”), located on the Property, clean after all uses by the School District and before and after uses by renters of the Premises. The School District will receive the “user fee” paid by other renters if the other renters leave the building in such condition as to cause them to forfeit their user fee.

9. The School District agrees to perform such minor maintenance tasks as to keep the building attractive and functional including, but not limited to: maintaining lights, cleaning walls, changing washers, etc.

10. The School District shall furnish, at its own expense, all janitorial and other maintenance services required to place the building and grounds in good, clean condition after each occasion that the building is used by the School District. The Memorial District agrees to pay School District employees for any over-and-above cleaning or maintenance chores that need to be performed as a result of private or public rental use of the Memorial Building.

11. The School District shall pay all utility costs billed against the Premises located on the Property. At least once each year the Parties shall review the provisions of this Lease Agreement regarding maintenance and payment of utility services (Sections 7 through 11 of this Lease Agreement) and to make appropriate adjustments.

12. The Parties agree that the Premises will be made available to the School District and secondarily the Premises can be rented to private parties and public agencies for such non-school activities as wedding receptions, coming out parties, reunion, birthday and graduation parties, scout groups, 4-H, etc. Rental fees for such uses, if charged, will be paid to the

Memorial District. The intent of the Parties is to save the School District's multi-use building for school group use and community recreation groups.

13. The School District shall continue to assist the Memorial District in renting and other uses of the Premises to public entities and private parties.

14. The Memorial District hereby grants to the School District, and the School District hereby accepts from the Memorial District, a revocable, non-exclusive license to use the road located on the Property, owned by the Memorial District, as reasonably necessary for the School District to access its properties near and around the Property. The Parties will equally share the initial costs to repair the condition of the road to safe and functional order. Vendor who conducts the initial repairs and upgrades will send an invoice to each party for one-half of the fees charged for these repairs and upgrades. In consideration for this license, the School District will pay the costs of regular maintenance and upkeep of the road.

15. The School District agrees to indemnify and hold harmless the Memorial District and its respective governing board, agents, officers and employees from and against any and all claims, demands, lawsuits or other proceedings, loss, bodily injury, property damage, personal injury or liability arising out of the use of the Premises by the School District. The Memorial District agrees to indemnify and hold harmless the School District and its respective governing board, agents, officers and employees from and against any and all claims, demands, lawsuits, or other proceedings, loss, bodily injury, property damage, personal injury or liability arising out of the use of the Premises by the Memorial District or by any party, other than the School District, who is using the demised premises with the consent of the Memorial District.

16. In addition to the insurance coverages maintained by the Memorial District, the School District shall secure and maintain, at its own expense, during the term of this lease and

any extension thereof, public liability and property damage insurance, naming the Memorial District and its officers and employees as coinsureds, protecting said parties against claims arising out of the occupation and use of the Premises by the School District. The amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than \$100,000 for injuries, including wrongful death, to any one person, and in an amount not less than \$300,000 on account of one accident; and Property Damage Insurance in an amount not less than \$20,000.

Before entering upon occupancy of said Premises the School District shall provide the Memorial District with certificates evidencing issuance of said policies of insurance by a company or companies duly licensed to transact business in the State of California. Similarly, the Memorial District shall provide the School District with certificates evidencing its policies of insurance by a company or companies duly licensed to transact business in the State of California and naming the School District and its officers and employees as coinsureds.

17. If said building is wholly destroyed by fire, earthquake or other casualty, this lease shall thereupon automatically terminate. If said Premises are partially destroyed by fire, earthquake or other casualty, and the Memorial District gives written notice to the School District that the Memorial District does not intend to repair the Premises, this lease shall thereupon terminate.

18. The School District shall make no improvements, repairs or structural alterations in said Premises without the written consent of the Memorial District. All improvements, repairs or structural alterations made in said Premises shall automatically become the property of the Memorial District upon completion unless the Memorial District shall otherwise agree in writing prior to the time that such improvements, repairs or structural alterations are commenced.

19. This Lease Agreement may be terminated by either party in the event the other party violates any of the terms and conditions of this Lease Agreement and continues and persists therein for a period of thirty (30) days after notice thereof in writing. In the event this Lease Agreement becomes financially burdensome or otherwise impractical for either District, the parties agree to cooperate to evaluate and implement modifications to the Agreement in order to continue the lease. If the terms cannot be appropriately modified, the Agreement may be terminated with a minimum 90 day written notice to the other party.

20. This Lease Agreement may be modified, amended or terminated at any time by mutual written consent of the Parties hereto.

21. Notices to be given pursuant to this Lease Agreement shall be filed with the Superintendent of the School District, in case of notice to be given to the School District, and filed with the Secretary of the Memorial District, in case of notice to be given to the Memorial District.

22. All of the provisions of this Lease Agreement shall extend to and be binding upon the successors and assigns of the School District and Memorial District.

23. The Parties agree that their agents and employees in the performance of this Lease Agreement are not, for any purpose, officers or employees or agents of the other party.

24. This Lease Agreement represents the total and complete understanding of the Parties with respect to the subject matter described herein. This Lease Agreement supersedes all previous agreements made by and entered into between the Parties. Any other oral understandings or other prior understandings with respect to the subject matter described herein shall have no force or effect. This Lease Agreement is intended to be comprehensive as an

integrated agreement containing all of the understandings and contractual obligations of the Parties with respect to the subject matter described herein.

25. If any provision of this Lease Agreement is determined by a court or tribunal of competent jurisdiction to be void, voidable, or unenforceable as a matter of law, then such provision shall be deemed deleted and all other remaining provisions of this Lease Agreement shall otherwise remain in full force and effect.

26. No waiver by either party of any provision of this Lease Agreement shall constitute or be deemed a waiver of any other provision hereof or of any subsequent breach of the same or any provision hereof.

27. This Lease Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party hereto.

28. This Lease Agreement may be executed in counterparts such that the signatures may appear on separate pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Lease Agreement. Signatures transmitted by facsimile shall be deemed original signatures.

29. This Lease Agreement may only be amended by a written instrument signed by the Parties.

30. This Lease Agreement shall be construed and interpreted in accordance with the laws of the State of California. Venue shall be in the Superior Court of California, County of Tulare, or the U.S. District Court for the Eastern District of California, Fresno Division, as appropriate.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

SEQUOIA MEMORIAL DISTRICT

By: _____

By: _____

SEQUOIA UNION SCHOOL DISTRICT

By: _____
President, Board of Trustees

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