

_____ April 21, 2022

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

_____ Continuous Improvement and Accountability

_____ Approve a Five Year Facilities Use Agreement between Sacramento City Unified School District and the Capitol Collegiate Academy.

_____ The District is a partner with its charters in the public education of students. The District intends to ensure that its facilities are shared equally with all of its students, including those students who attend its charter schools housed in District facilities.

Capitol Collegiate Academy is seeking private financing to fund the construction of portables, a multipurpose building, an administrative office, restrooms, a lunch pavilion, and a collaborative space. Capitol Collegiate Academy desires to occupy additional real property located at the Freeport Site that is not part of the District's facilities 7 (t)2 (y5r)7 (a2 P7 (t)2ce tional I realproperty

_____ The Non-Profit shall pay the District a Facilities Use Fee that is calculated by adding the total of (a) a pro-rata fee rate multiplied by that percentage of the square footage that is equivalent to the percentage of enrollment that comprises the Charter School's in-district students; plus (b) the fair market rate multiplied by that percentage of the square footage that is equivalent to the percentage of enrollment that comprises the Charter School's out-of-district students.

In addition to the Facilities Use Fees, the Non-Profit shall pay the District an annual rent of twenty-three thousand and ninety-five dollars (\$23,095).

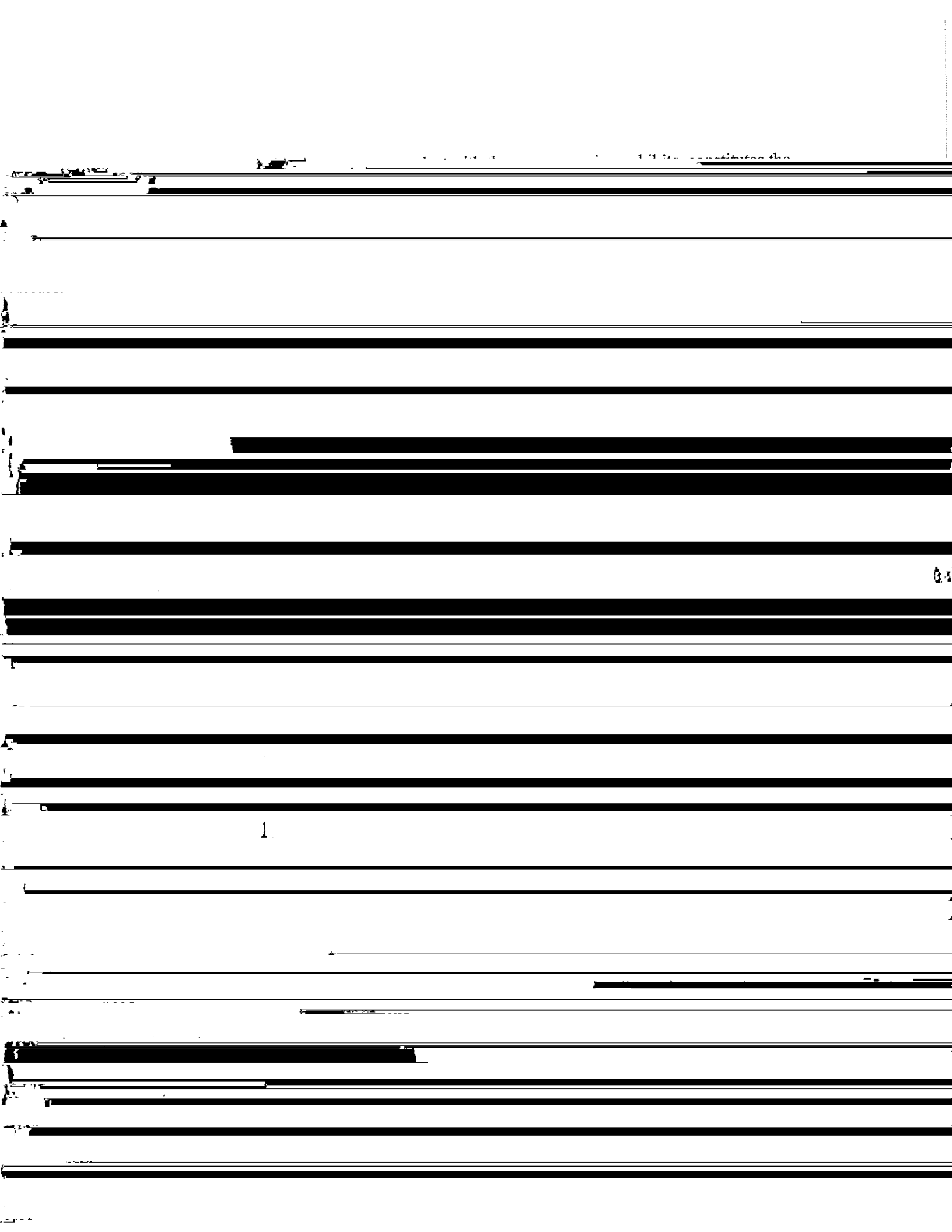
_____ Family and Community Empowerment

_____ 1. Five Year Facility Use Agreement with Capitol Collegiate Academy

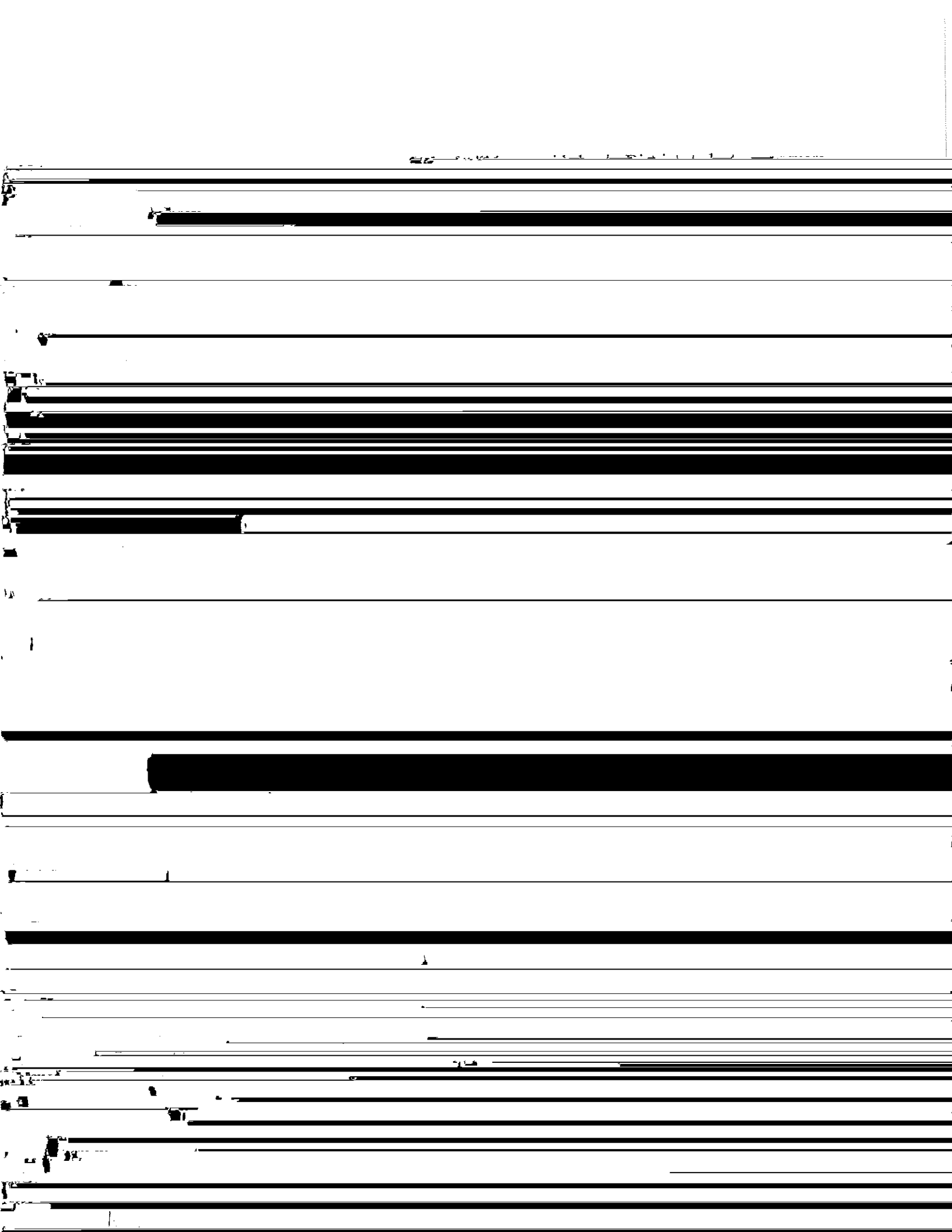
: N/A Lisa Allen, Deputy Superintendent and Jesse Ramos, Director of Innovative Schools : Jorge A. Aguilar, Superintendent

FACILITIES USE AND

This Facilities Use and Ground Lease Agreement ("Agreement") is made by and between
Capital College District ("District") and Capital College, Inc., a California corporation



1



insurance. The Charter School shall provide adequate and appropriate supervision for Charter School students and employees using the Facilities/Leased Land.

§ 2. ~~_____~~ ~~_____~~ District. The Charter School shall not do or permit anything to be done

Request Site shall take priority over any requested Civic Center Act joint-

8. Utilities.

The Charter School shall reimburse the District for the cost of utilities at the Facilities/Leased Land, as charged to the District by its utility providers, pro-rated to reflect use by other users of the Freeport Site. Utilities include, but are not limited to, are electrical, natural gas, sewer, waste disposal/recycling and water services. Due to cost containment efforts by the District, the number

1. The [redacted] shall be [redacted] for the Term of the Agreement based on

[redacted]

[redacted]

[redacted]

11. Improvements.

1) ~~_____~~ Project The Chester School currently intends to construct portables a multpurpose

[REDACTED]

laws in relation to public works projects. District's grounds for disapproval of any plans and
determination that Chester School's proposed plans or

Agreement shall remain the property of Charter School, and Charter School shall be required to remove such Improvements at the termination of this Agreement and restore the Leased Land to its original condition, which existed prior to construction or installation of the Improvements, at the Charter School's sole expense. The portable buildings shall promptly be removed by the Charter School at the termination of this Agreement and the Charter School shall

the negligence or misconduct of District.

Charter School will give reasonable written notice, and will allow a District representative to be present at each regular meeting regarding construction of the project held throughout the course of a project.

(d) Private Funding. The Parties acknowledge that the Charter School is seeking private funding to finance its planned improvements on the Leased Land. The Charter School is solely responsible for financing any Improvements on the Leased Land. The District is not responsible

The Charter School will provide reasonable workspace for the Plant Manager assigned to the Site.

check under the supervision and/or responsibility (financial and otherwise) of the Charter School.
The Charter School shall also ensure that its employees are in compliance with the tuberculosis

The Non-Profit shall indemnify, hold harmless, and defend the District, its Board of Trustees, the
members of its Board of Trustees, officers, employees and agents against and from any and all

19. Insurance.

1. District shall maintain first-party property insurance on the Facilities other

Set [redacted] shall be delivered to District prior to Effective Date, and upon

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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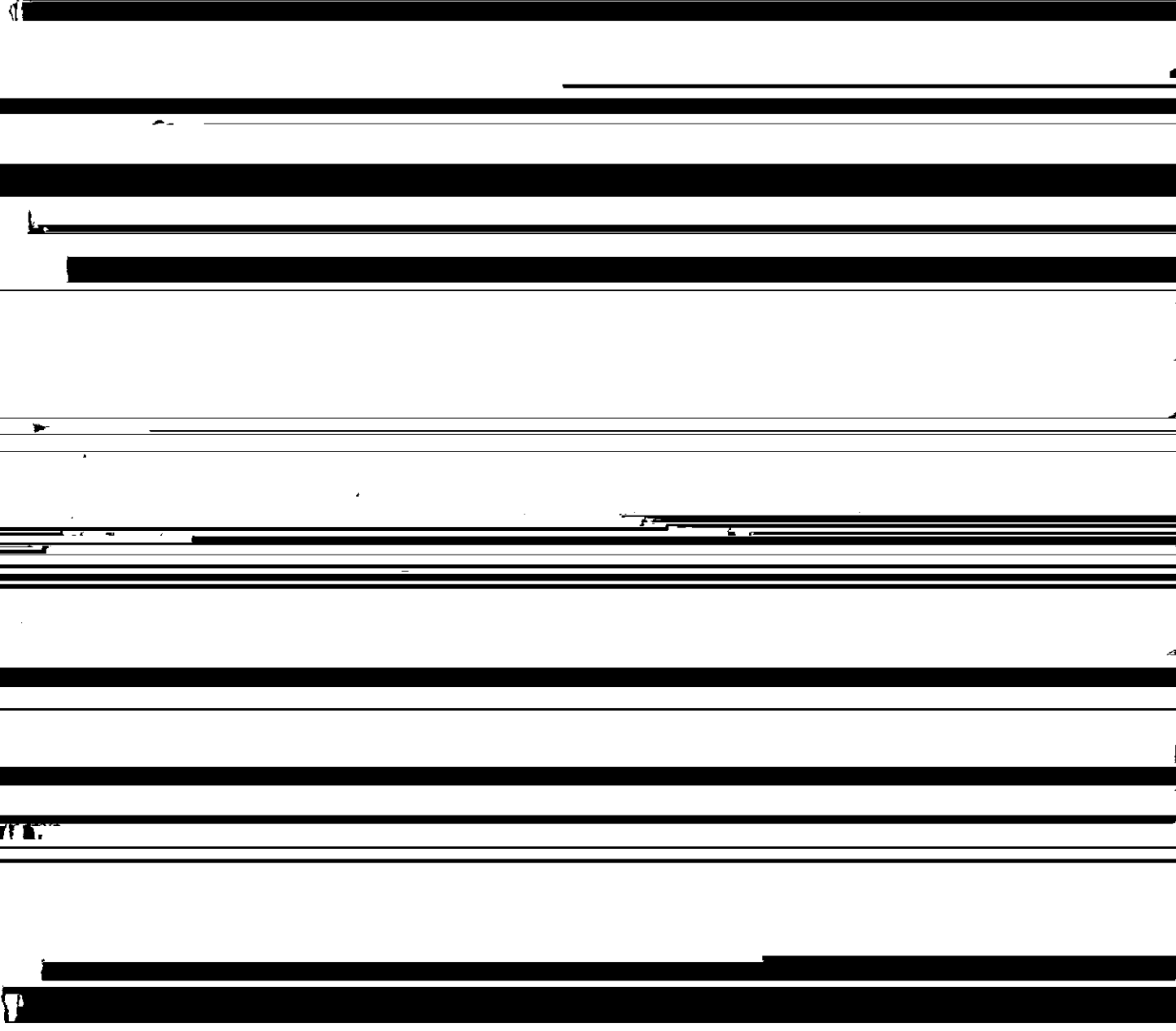
21. Taxes.

Charter School shall pay before delinquency (but in any event, no later than thirty (30) days after

receipt of invoice from District, if applicable) any and all taxes, assessments, levies, possessory interest taxes, and other charges and governmental fees, general and special, ordinary and

23. **Mechanic's Lien.**

Charter School shall: (i) pay for all labor and services performed for, materials used by or furnished to Charter School of any contractor employed by Charter School with respect to the Freeport Site, including the Facilities/Leased Land, (including, but not limited to, any Improvements); and, (ii) indemnify, defend, and hold District harmless and free and clear from any liens, claims, demands, encumbrances or judgments created or suffered by reason of any labor or services performed for, materials used by or furnished to Charter School or any contractor employed by Charter School with respect to the Freeport Site, including the Facilities/Leased Land, as long as the work was not performed by or at the direction of the District; and, (iii) give notice to District in writing fifteen (15) days prior to employing any laborer or contractor to perform services related to, or receiving materials for the use upon the Freeport Site, including the Facilities/Leased Land; and (iv) permit District to post a notice of nonresponsibility in accordance with the statutory

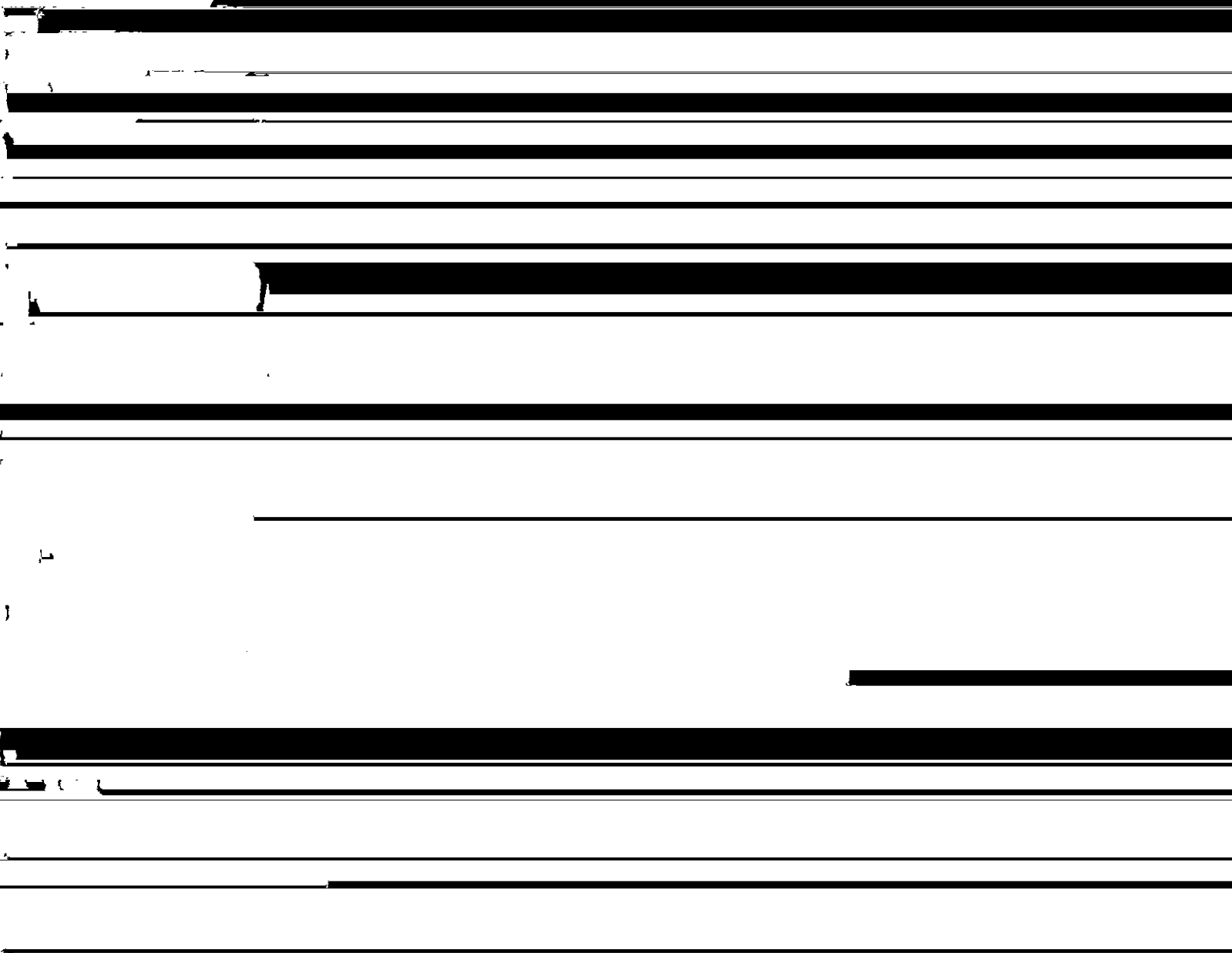


Neither the Non-Profit nor the Charter School may assign its or their rights under this Agreement or sublet any portion of the Facilities or Leased Land without the prior written consent of the District.

27. Rules, Regulations and Law.

The Charter School and the Charter School's agents, employees, students, visitors, and invitees shall observe and comply fully and faithfully with all reasonable and nondiscriminatory policies, rules, and regulations adopted by the District for the care, protection, and cleanliness of the Facilities/Leased Land, and the Facilities'/Leased Land's furnishings and equipment, and shall comply with all applicable laws. The District will provide the Non-Profit with copies of any relevant written custodial and maintenance policies within its possession. The District will provide

~~_____ as set forth in the Terms of the Agreement~~



the Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.*; (vi) substances and contaminants regulated under the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*; or (vii) substances and contaminants

2010-10-01 10:00 AM

Directors, the members of its Board of Directors, officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liabilities, expenses, costs, penalties, fines, sanctions, attorneys' fees, experts fees, remediation costs, investigation costs, and other expenses

employees or contractors/subcontractors' use, storage, treatment, transportation, release, or disposal of Hazardous Materials in, on, about or under the Freeport Site, Facilities, Leased Land, or areas immediately adjacent thereto, or Hazardous Materials that predated Charter School's occupancy of the Facilities or that were not caused by Charter School or Charter School Parties, including, but not limited to, all claims, demands, actions, suits, losses, liabilities, expenses and costs

School shall not be in default if Non-Profit or Charter School shall within such thirty (30) day period commence such cure and thereafter, diligently prosecute the same to completion. In no event shall such period to cure exceed sixty (60) days.

II. ~~Termination. District shall retain the right to remove from Non-Profit, without limitation any~~

amounts due under this Agreement or applicable law. Unpaid Facilities Use Fees and Rent shall bear interest from the date due at the maximum legal rate. In the event of termination by the

(e) Construction. Each of the Parties acknowledges and agrees that this Agreement is to

Parties as draftsman or otherwise.

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

(g) Applicable Law. This Agreement shall be governed by and interpreted under the laws

addressed to New Profit or Charter School at the address set forth below. All notices and demands

by the Charter School to the District shall be sent by United States Mail, postage prepaid, addressed to the District at the addresses set forth below.

To District:

Sacramento City Unified School District
Attn: Jorge A. Aguilar
5735 47th Avenue
Sacramento, CA 95824

with a copy to:

Lozano Smith

IN WITNESS WHEREOF, District and Non-Profit execute this Agreement effective as of

Non-Profit and Charter School

By: Cristin Fiorelli
Cristin Fiorelli
Head of School
Date: 4/8/2022

District

By: _____
Jorge A. Aguilar
Superintendent
Date: _____

Approved and ratified this ____ day of _____, 2022, by the Board of Education of the Sacramento City Unified School District by the following vote:

AYES:

NOES:

Abstentions:

Secretary to the Board of Education

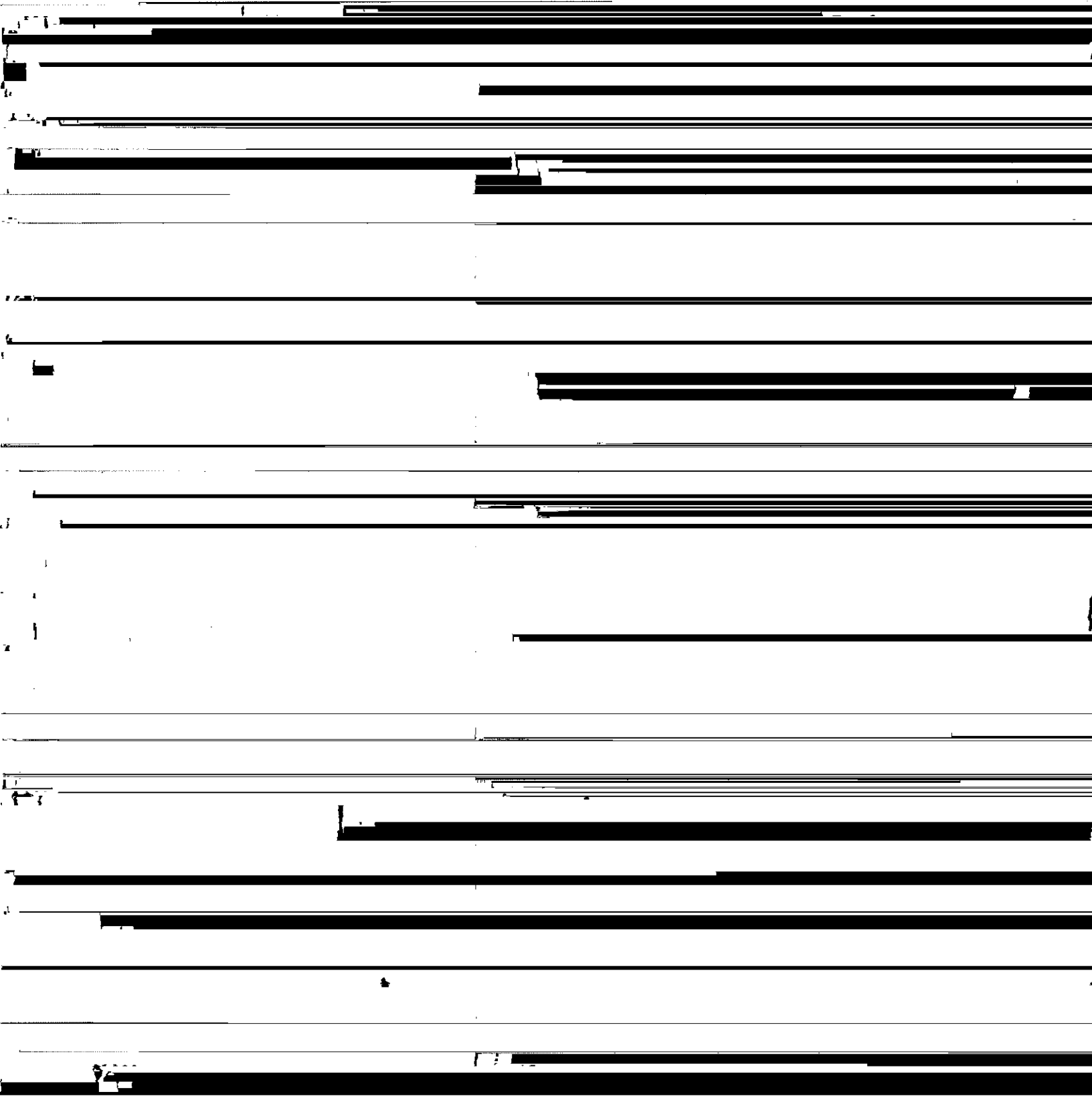
Attached Exhibits

- Exhibit A-Depiction of Facilities
- Exhibit B-Site Map
- Exhibit C-Facilities Use Fee Calculation
- Exhibit D-Custodial Services
- Exhibit E-Depiction of Leased Land

**Exhibit A
Facilities**

Site Area: 10.46 Acres

Year Built: 1954



BUILDING AREA TOTAL
COVERED WALKWAYS
CLASSROOMS

2,847
766
2

Bldg. 006	F		
J001	F2		115
K001	F3		434
C001	F4		42

COVERED WALKWAYS
CLASSROOMS

0
2

P09			
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TOTAL BUILDING AREA
COVERED WALKWAYS

960
0

CLASSROOMS

1

**Exhibit B
Site Map**

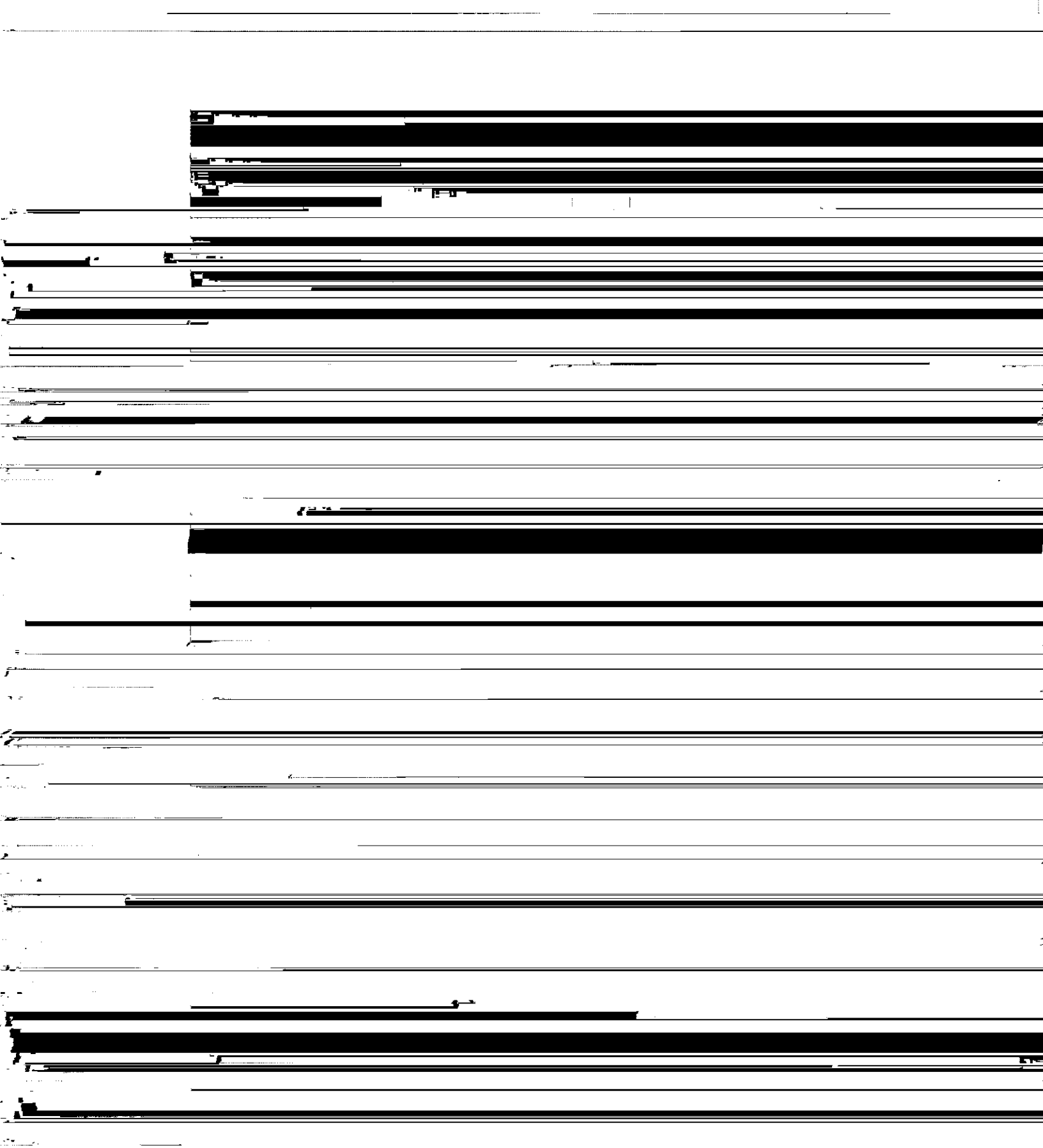


Exhibit C
Facilities Use Fee

Starting with the 2022-2023 school year, Non-Profit shall pay the District a Facilities Use Fee that is calculated by adding the total of: (a) a pro rata fee rate multiplied by that percentage of the square footage that is equivalent to the percentage of enrollment that comprise the Charter School's in-District students (84.2% for the 2022-23 school year); plus (b) the fair market rate multiplied by that percentage of the square footage that is equivalent to the percentage of enrollment that comprise the Charter School's out-of-District students (15.8% for the 2022-23 school year). The initial estimated base Facilities Use Fee for the 2022-2023 school year is one hundred sixty three

**Exhibit D
Custodial
Services**

1. Routine Services. For the first school year of the Agreement, one full time (1.0 FTE) District-employed custodian shall provide the "routine" or regularly scheduled daily or weekly custodial services for the Facilities/Leased Land and Improvements, with the Charter School to reimburse the District for the actual costs incurred by the District as

school year over the Term of the Agreement, Charter School shall have the option to request the District to provide the "routine" or regularly scheduled daily or weekly custodial services for the Facilities/Leased Land and Improvements, and to provide there

include, but are not limited to: high dusting and power washing surfaces. If the District

reimburse the District for these services in the same manner as "Routine" services as outlined above.

3. Additional Services. Should the Charter School require additional custodial services above the District's standard practices and policies, or for special events, those costs to the Charter School will be assessed separately as requested.
4. Collective Bargaining Agreements. The Charter School recognizes that District employees

