



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1o

Meeting Date : October 18, 2018

Subject : Approve Resolution No. 3040 Authorizing the Execution of the Charter School Facilities Program Memorandum of Understanding with the State of California

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

Division : Facilities Support Services

Recommendation : Approve Resolution No. 3040.

Background/Rationale : St. Hope Public Schools applied directly to the California School Finance Authority (“CSFA”), State Allocation Board (“SAB”) and the Office of Public School Construction (“OPSC”) to receive funding from the State for charter school facilities at Public School #7 Elementary School. St. Hope has been approved by the CSFA and SAB for this project under the Charter School Facilities Program.

As a condition of receiving funds for the project, both St. Hope and SCUSD are required to execute a Memorandum of Understanding (“MOU”) between the SAB and the CSFA.

Financial Considerations : Funds to be released directly to St. Hope Public Schools (“SHPS”). If SHPS ceases to use the facilities or defaults on the loan, the District will have to offer the facilities up for a successor charter to use the facilities and take over any remaining loan payments, if any. If there is no successor charter school, the District may take over the facility and loan payments remaining, if any, or pay the balance in lump sum. If the District does not want to assume use of the facilities and the financial obligation, it may sell the property to pay off the loan balance.

LCAP Goal(s) : Operational Excellence

Documents Attached:

1. Resolution No. 3040
2. St. Hope PS-

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
RESOLUTION NO. 3040

AUTHORIZING THE EXECUTION OF THE CHARTER SCHOOL FACILITIES
PROGRAM MEMORANDUM OF UNDERSTANDING WITH THE STATE OF
CALIFORNIA

WHEREAS, St. HOPE Public Schools has applied directly to the California School Finance Authority ("CSFA"), State Allocation Board ("SAB"), and Office of Public School Construction ("OPSC") to receive funding from the State for charter school facilities at the Public School #7 Elementary School and;

WHEREAS, St. HOPE Public Schools has been approved by CSFA and SAB for this project under the Charter School Facilities Program and now wishes to request the release of funds from the OPSC and;

WHEREAS, both St. HOPE Public Schools and Sacramento City Unified School District are required as a condition of receiving funds for this project to execute a Memorandum of Understanding ("MOU") among the SAB and CSFA, and

WHEREAS, the CSFA requires evidence that the Governing Board of the Sacramento City Unified

CHARTER SCHOOL FACILITIES PROGRAM
MEMORANDUM OF UNDERSTANDING

By and Among:

St. HOPE Public Schools ,
a Charter Management Organization,
on behalf of St. Hope Public School 7 Elementary ,
(CDS Code # 34-67439-0101048)
a California Charter School

and

Sacramento City Unified School District ,
a California Public School District ;

and

The State of California,
State Allocation Board and California School Finance Authority

ARTICLE I - PURPOSE AND LIMITATION

A. This Memorandum of Understanding 3028' LV PDGH DQG HQWHUHG
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Code Regs., Section 10151, et seq., and Title 2 Cal. Code Regs., Section 1859.160, et seq., attached hereto and incorporated by reference. A copy of the Funding Agreement is attached as (IKLEL.VA copy of the \$ X W K R Staff W \ T V Summary is attached to the Funding Agreement as (IKLEL.W and incorporated herein by reference as a means of defining the Facilities.

- C. This MOU is intended to tie together two (2) separate legal agreements: (i) a Funding Agreement by and between the State and the Charter School; and (ii) a Facilities Use Agreement by and between the School District and the Charter School. In accordance with the CSFP, the State is the lender of certain monetary funds to the Charter School to enable the Charter School to acquire real property and/or construct improvements thereon. This loan transaction is set forth in the Funding Agreement of which the School District is not a party to because it is not a lender and does not have obligations under said Funding Agreement. In accordance with Section 17078.57(a)(3)(A) of the California Education Code, the School District must hold title to the Facilities, acquired with the funds loaned by the State under the CSFP, in trust for the benefit of the state public school system. Pursuant to the CSFP, the School District as the holder in trust of the Facilities must provide the use of the Facilities to the Charter School for a charter school educational program and, hence, is the basis for the Facilities Use Agreement between the School District and the Charter School.

A copy of the Funding Agreement, Exhibit A, D Q G W K H 6 F K R R O ' L V W U L F V Use Agreement, Exhibit B, are incorporated into this MOU solely for the purpose of setting forth the separate instruments for this transaction and not for the purpose of making the State a party to the Facilities Use Agreement and the School District a party to the Funding Agreement. This MOU, the Funding Agreement and the Facilities Use Agreement (collectively, the "Agreements") set forth the entire agreements between the parties regarding the loan of funds and use of the real property pursuant to the CSFP. There are no understandings, agreements, representations, or warranties, express or implied, not specified herein regarding this MOU, the Funding Agreement and the Facilities Use Agreement; provided, that in the event any portion of this MOU, the Funding Agreement and/or the Facilities Use Agreement is held unenforceable by a court of competent jurisdiction, the remainder of the applicable agreement shall remain in full force and effect and shall not nullify the intent of the CSFP.

- D. This MOU is being entered into in accordance with the requirements of the CSFP.

obligation to administer, monitor or enforce any requirements imposed upon the Charter School under the CSFP.

2. The School District 7 K H 6 F K R R O ' L V W U L F W ¶ V G X W L H V D Q G
CSFP shall be limited to the following:

- a. Accept title to the Facilities, as defined below, as trustee for the State of California public school system. Title shall be conveyed by an instrument acceptable to the School District; and
- b. In the event the Charter School, or any subsequent charter school,

cooperate with the State in its efforts to complete the construction of the Facilities or its effort to have a charter school operate from the Facilities; provided, that nothing in this MOU, the Funding Agreement, if applicable, and the Facilities Use Agreement shall require the School District to incur any costs or li DE L O L W L H V R U L Q F U H D V H W K H 6 F K R R O ' L or exposure to liability, unless agreed to in writing by the School District.

ARTICLE II ±), 1 \$ 1 & , 1 * 2) 7 + (& + \$ 5 7 (5 6 & + 2 2 / ¶ 6 3 5 2 - (& 7

debt limitation or restriction and in all cases shall be made solely from legally available funds.

- C. Pursuant to the provisions L Q (G X F D W L R Q & R G H 6 H F W L R Q governing board approves the use of the intercept mechanism to make CSFP payments to the State.

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ARTICLE III ± SECURITY PROVISIONS

- A. If title to the real property is already held by the Charter School:
1. the Charter School, at its sole cost and expense, shall cause to prepare a conveyance instrument, acceptable to the School District and the State, which shall convey title to the real property from the Charter School to the School District as trustee on behalf of the state public school system. The Charter School will convey to and the School District will accept conveyance of the good, absolute and marketable title to the Facilities in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature what so

and/or exemptions to the use of real property as a school facility; provided, that if CDE has provided the Charter School any waivers and/or exemptions the Charter School shall obtain from CDE and provide to the School District a valid assignment of such waivers and/or exemptions. The purpose of the assignment is to ensure that the conveyance of fee title from the Charter School to the School District will not result in a situation whereby the Facilities then become non-compliant because

J.

- A. Failure by the Charter School to commence to use and occupy the Facilities for the operation of a charter school within one (1) year of receiving the certificate of occupancy issued by the Division of the State Architect.
- B. Failure by the Charter School to make any payment when due where such failure continues for a period of thirty (30) calendar days after receiving written notice by the State or the School District.
- C. Failure by the Charter School to maintain insurance on the Facilities or to provide reasonable evidence of insurance as required by the Funding Agreement and the Facilities Use Agreement, and where such failure continues for a period of thirty (30) calendar days after receiving written notice by the State or the School District;
- D.

H. The Charter School shall abandon the Facilities

C. If the Event of Default is solely because the & KDUWHU 6FKRRO¶V FKDUWHU
KDV UHYRNHG RU GHFOLQHG WR UHQHZ WKH & KDUWHU 6
shall not be liable under the Facilities Use Agreement, as may be amended, on the
effective date of the last to occur of all of the following:

- 1.

granted pursuant to Section 17078.57(a)(3)(B); and (iii) to the School District to be used for capital improvements in the School District.

3. disclaims its remainder interest in the Facilities, the State shall succeed to title owner pursuant to its remainder interest.
- F. The State may proceed by appropriate court action to enforce specific performance by the Charter School of its covenants under the Funding Agreement and this MOU and under the terms of accepting funding under the CSFP, or to recover damages for the breach thereof, including without limitation for the recovery of all past due

J. The State, in its discretion, may provide the Charter School the opportunity to cure Default for up to a thirty (30) calendar day period. If thirty (30) calendar days is insufficient, and the Charter School has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days.

ARTICLE V ± MISCELLANEOUS

5.1 Release of Liability

The State and the School District are hereby released from any and all claims, demands, debts, liabilities, and causes of action of whatever kind or nature, whether known or unknown or suspected or unsuspected which the Charter School or any of the Charter Facilities or Buildings, or substances defined as hazardous under any applicable statute, ordinance, rule or

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cause whatsoever, and (d) any acts omissions or negligence of the Charter School

If to the Charter School:
St. HOPE Public Schools
5201 Strawberry Ln.
Sacramento, CA 95820 -4815
Attention: Julian Love

If to the School District:
Sacramento City Unified School District
PO Box 246870
Sacramento, CA 95824 -6870
Attention: Jorge Aguilar

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

5.5 Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of California.

5.6 Amendments

- A. The terms of this MOU may not be waived, altered, modified, supplemented or amended in any manner except in writing, upon the agreement of all of the parties, or except as otherwise permitted by law.
- B. The terms of this MOU may be amended, or new agreements executed, as necessary, upon the application of the Charter School and the approval by the State and the School District of a final apportionment.

5.7 Force Majeure

The time for the State, the Charter School or the School District to perform any obligation or assert any right under this MOU or the CSFP shall be extended on a day for day basis for any Force Majeure event, which shall include but not be limited to: (1) Acts of God or of the public enemy; and (2) Acts of the federal or State government in either its sovereign or contractual capacity.

5.8 Severability

Should any provision of this Memorandum of Understanding be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

THE STATE:

STATE ALLOCATION BOARD:

By: _____

Name: _____

Title: _____

CALIFORNIA SCHOOL FINANCE AUTHORITY:

By: _____

Name: _____

Title: _____

THE SCHOOL DISTRICT: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

THE CHARTER SCHOOL: ST. HOPE PUBLIC SCHOOL 7 ELEMENTARY

BY: ST. HOPE PUBLIC SCHOOLS, ON BEHALF OF ST. HOPE PUBLIC SCHOOL
7 ELEMENTARY

By: _____

Name: _____

Title: _____

Exhibit A
Funding Agreement
(attached)

Exhibit B

Facilities Use Agreement

(attached)

provisions of the CSFP and the implementing regulations, the CSFP and implementing regulations shall prevail.

- E. The terms of this Agreement may not be waived, altered, modified, supplemented or amended in any manner except in writing, upon the agreement of the parties, or except as otherwise permitted by law. This Agreement may be amended, or a new agreement executed, as necessary, upon the application of the Charter School and the approval by the State of a final apportionment.

B. Late Payments

The failure to make a payment on time will cause the State to incur costs not contemplated by the parties when entering into this Agreement, the exact nature and

accident or unforeseen circumstances, or any damage to or destruction of the Facilities, or any part thereof;

2. any taking of the Facilities, or any part thereof, or interest therein by condemnation or otherwise;
3. DQ\ SURKLELWLRQ OLPLWDWLRQ UH VWULFWLRQ R use, occupancy or enjoyment of the Facilities, or any part thereof, or any interference with such use, occupancy or enjoyment by any person for any reason;
4. any title defect, lien or any other matter affecting title to the Facilities;
5. any eviction by paramount title or otherwise;
6. any default by the Charter School;
7. any action for bankruptcy, insolvency, reorganization, liquidation, dissolution or other proceeding relating to or affecting this Agreement or the Charter School;
8. the impossibility or illegality of performance by the Charter School;
9. any action of any governmental authority or any other person;
10. W K H & K D U W H U 6 F K R R O P V U L J K W V D Q G R E O L J D W L R Q V S X U V X D Q W For Ownership of All or Part of the Facilities;
11. breach of any warranty or representation with respect to the Facilities;
12. any defect in the condition, quality, or fitness for use of the Facilities;
13. Any other cause or circumstance similar or dissimilar to the foregoing, and whether or not the Charter School has notice or knowledge of any of the foregoing; or
14. Notwithstanding the above, nothing in this section shall affect a Charter 6 F K R R O P V U L J K W V D Q G R E O L J D W L R Q V S X U V X D Q W 17078.62 if the Charter School ceases to use the facility after a revocation and/or non-renewal.

F. Acceptance and Application of Payment; Not Accord and Satisfaction

1. No receipt by the State of a lesser payment than the payment required under this Agreement shall be considered to be other than on account of the earliest amount due, and no endorsement or statement on any check or letter accompanying a payment or check shall be considered an accord and satisfaction. The State may accept checks or payments without pre

2.2 Conditions for Release of Funding

The following conditions must be satisfied, and such others as may be reasonably required by the State, before the State will release any funding:

- A. The Charter School shall have satisfied all of the requirements for such funding under the CSFP and Memorandum of Understanding, including that it shall have a current, valid charter.
- B.



- C. The parties intend that the obligations of the Charter School shall be covenants, agreements and obligations that are separate and independent from any obligations of the State, and shall continue unaffected unless modified or terminated in accordance with an express provision of this Agreement.

ARTICLE III ± & + \$ 5 7 (5 6 & + 2 2 / ¶ 6) \$ & , / , 7 <

3.1 Utilization of Apportionment for Facility

The Charter School agrees to utilize its apportionment for purposes consistent with the CSFP, and for the acquisition of real property and the installation, construction, retrofitting and improvement of said real property in order to allow a charter school educational program to be conducted. To the extent that the apportionment is insufficient in any way, the Charter School must pay additional amounts as necessary to complete the acquisition, installation, construction, retrofitting and improvement of the Facilities and to ensure that all elements of the Facilities, including the property and improvements, are operational. The State shall have no obligation to provide additional funding beyond the apportionment provided for in this Agreement.

3.2 Use of Facilities for Charter School

- A. The Charter School may use and occupy the Facilities during the term of the

any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, culture, physical disability (including HIV and AIDS), mental disability, medical condition (cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. The Charter School, its officers, members, partners, agents, employees and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-

and agreements to the State as required by this Agreement or as otherwise requested by the State.

3.5 Insurance Requirements

A. Types of Insurance

1. The Charter School shall, at its sole cost and expense, obtain and maintain at all times during the construction and occupancy of the Facilities, the following types of insurance on the Facilities, naming the State and School District loss payee and additionally insured:
 - a. All Risk (special-causes-of-loss) property and fire insurance (with extended coverage endorsement including malicious mischief and vandalism and sprinkler leakage).
 - b. Commercial general liability insurance (broad form) covering claims for

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reason. Certificates evidencing all renewal and substitute policies of insurance shall be delivered to the State and School District, along with evidence of the payment in full of all premiums, at least thirty (30) days before termination of the policies being renewed or substituted.

- F. The State and School District shall be entitled to assignment and payment of all claims, causes of action, awards, payments, proceeds and rights to payment

term insuring or covering the Facilities, a waiver of all rights of subrogation
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the State and School District, and the Charter School shall indemnify the
State and School District against any loss or expense, including reasonable
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- I. No approval by the School District or the State of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by the State of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible and the Charter School assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers.
- J. The Charter School is liable for all duties and obligations with respect to its purchase and development of the Facilities

A. The Charter School shall:

1. Report to the State any material adverse change in its financial and/or operational condition that could adversely affect its ability to make its payments under this Agreement and the CSFP;
2. 5 HSR UW WR WKH 6 WDWHLI WKH & KDUWHU 6 FKRRORJ not been renewed within 30 days of notification of such action, including providing a copy of the document provided by the chartering authority notifying the Charter School of such action;
3. Provide audited financial statements within 120 days of the end of each fiscal year. Charter School may submit a written request for an extension from the State;
4. Notify the 1

occurred, any one or more of the following respective remedies, which are not exclusive but cumulative, may be pursued:

1. If the Event of Default is solely because the chartering authority has UHYRNHG RU GHFOLQHG WR UHQHZ WKH & KD UWHU School shall remain liable for the performance of all of the obligations of the Charter School including, without limitation, the obligation to make payments to the State when due, so long as the Charter School continues to use and occupy the Facilities.
2. On the termination of this Agreement for any reason, any steps the School District takes to comply with Education Code section 17078.62 shall in no

C.

IN WITNESS WHEREOF, the

Exhibit A
Schedule of Apportionments

Exhibit C
Title Documentation

Exhibit D
Staff Summary

2. Facilities.

Use of the Facilities shall be for the purposes set forth in the Charter Schools' charter, and on the terms and conditions set forth herein. The Charter Schools shall not have exclusive use of the Sites. The District grants use to the Non-Profit of the facilities

located at the 24th Street Site and the 5201 Strawberry Lane Site (Collectively "Facilities") under the terms and conditions set forth in this Agreement. In regard to the housing of PS7, the Facilities at the 5201 Strawberry Lane Site are designated for grades K-5. The Facilities at the 2315 34th Street Site are available for the entire calendar year through the Term of this Agreement.

Notwithstanding the above, the District reserves all rights to use the Co-location Space of District D16, D20 and E22, E20 ("Co-location Space") at the 24th Street Site (as reflected in Exhibit D) including but not limited to placement of another educational program ("co-location"). Should the District choose to use some or all of the Co-location Space at the 34th Street Site, the District will also have shared access and use of the following areas of this Site (as reflected in Exhibit D): Annex 1, 2

building and locker rooms; a reasonable number of parking spaces; and a reasonable number of faculty and student rest rooms located in the east wing of the building ("Shared Use Areas"). The District's right to co-locate is limited to the Co-location Space and Shared Use Areas above.

As of August 1, 2012, the pool house and Auditorium building (including Auditorium) Charter Schools will not be charged a fee for the pool house and Auditorium building by the Charter Schools. When used for the pool house and Auditorium building Auditorium building access, subject thereof, and will only be charged a fee should they choose to do so. The Charter School must provide the District with Sixty (60) days

The District shall give written notice to the Non-Profit of the District's use of the Co-location Space, Shared Use Areas ("Co-location Space") at least sixty (60) days before it will begin such use.

Facilities located in the Shared Use Areas, the District will not and conform with the Non-Profit as follows:

Use: At the initial scheduling meeting, the Parties will submit and discuss tentative

Areas. At the Master Scheduling Meeting, the Parties shall agree upon a master schedule. The Master Scheduling Meeting will consist of the Charter Schools' Superintendent designee of the schools, and the District's Chief Accountability Officer or his/her designee. The master schedule will provide for:

When creating the tentative and master schedules, (i) the Charter Schools will receive priority for regular use of the Shared Use Areas of the field house and locker rooms and the auxiliary gym building and locker rooms, but the District will have use of the Shared Use Areas of the field house and locker rooms, and (ii) the District will receive priority for regular use of the Shared Use Areas of the Annex 1, 2 and 3, the

Auditorium building (including Auditorium classrooms 1, 2 and 3), and the Mel Lyndon

d. To the extent that there are times when the Shared Use Areas are not scheduled for use by either party, the Shared Use Areas will be made available on a first-come, first-serve basis from the time a request is submitted. Requests for use of the Shared Use Areas will be submitted by a party in writing to the other party and shall designate the time, date, number of hours, number of participants and type of use of the Shared Use Areas. No requests shall be made more than sixty (60) days in advance. The District shall confirm that the requested use is approved in a timely manner. Under mutual agreement, the District will reserve the master schedule for any scheduling exceptions that may occur.

3. Term.

The term of this Agreement shall be from July 1, 2012 to June 30, 2017 ("Term"), unless earlier terminated as provided herein.

4. Facilities Use Fee.

Each school year shall have a Non-Profit District Facilities Use Fee. Facilities Use Fee shall be paid out in equal installments each month throughout the school year within the Term. Beginning on July 1, 2012, payments shall be payable on or in advance on the first day of each month ("Due Date") in lawful money of the United States.

The calculation for the 2012-2013 school year, and terms of Facilities Use Fee payments are further described with more particularity in Exhibit C, attached hereto and

The Facilities Use Fee shall be based on a pro rata cost estimate now covers cost for the

Facilities provided. The dollar amount to be paid by Non-Profit is based on the percentage of use

of the Facilities during the Term will be calculated by the District pursuant to Title 5

California Code of Regulations, Section 49000, and 1995.7. The Parties shall

determine actual facilities costs and total space figures in the year preceding the fiscal

year in which facilities are provided. Such amounts may only become available to the

District after each fiscal year ends. Therefore, within ninety (90) days of the beginning of

each fiscal year, as soon as the actual facilities costs and total space figures for the

year are available, the District shall determine the actual facilities costs and total space

figures for the year and shall calculate the actual facilities costs and total space figures

for the year and shall calculate the actual facilities costs and total space figures

for the year and shall calculate the actual facilities costs and total space figures

will be credited or added to subsequent remaining monthly installment payments of the

Facilities Use Fees.

If any payment is made more than 60 (60) days after the Due Date, late fees of one

percent (1%) shall apply and interest shall accrue thereafter on such late payment

commencing thirty (30) days after the Due Date, provided however that no interest shall

accrue on said late fee. The interest charges shall be computed at the then current

discount rate established by the Federal Reserve Bank of San Francisco plus five percent

(5%) or the maximum rate permitted by law. The payment by Non-Profit of any late fees

or interest shall in no event excuse or cure any default by Non-Profit nor waive District's

legal rights and remedies with respect to such default.

The Parties agree that the Facilities Use Fee is in lieu of Non-Profit having a pro rata

share for in-district students and an actual costs for out-of-district students.

share for in-district students and an actual costs for out-of-district students.

5. [Not used.]

6. Dispute Resolution

The Parties agree to attempt to resolve all disputes regarding this Agreement, including

the alleged violation, misinterpretation, or misapplication of the Agreement and/or a

schedule conflict for Shared Use Areas, pursuant to the dispute resolution procedures

identified in the Charter Schools' charters.

7. Use.

Schools shall not be used for any other purpose without the prior written consent of the District. The Charter Schools'

enrollment must not exceed the safe and legal limits for the classroom space it occupies.

8. Insurance. The District shall maintain fire and theft insurance for the

Facilities. The Charter Schools shall not do or permit anything to be done in or about the

Facilities which would increase the risk of loss or damage to the existing

contents of the Facilities (unless the District gives its prior approval and the Non-Profit

insurance policy covering the Facilities or any part thereof or any of its contents, nor shall the Charter Schools call on a claim to be lost, void, or voided in whole or in part on the Facilities or

any other, and shall not

District, District of Columbia, or any other

in or about the Facilities that will in any way obstruct or interfere with the rights of the

of about

the Facilities, the District, students, staff, and parents, and shall not

the Facilities.

d. **Illegal Uses.** The Charter Schools shall not use the Facilities or permit anything to be

statute, ordinance or governmental rule, or regulation. The Charter Schools agree to

with the District's policies and procedures relating to District Facilities.

In the event a Co-location with a District program occurs, both the Charter Schools' staff and District staff shall comply and abide at all times that they are at the Site

by the District's policies and procedures relating to District Facilities.

be solely responsible for coordinating access to the Facilities under the Civic Center Act

use or loss or damage to property as a result of that access by members of the

the facilities used by members of the community and to ensure that such use. All

in the District for coordination of use consistent with health, safety and administrative

4. New Draft. If the District shall terminate this Agreement...

5. If the Agreement is terminated by the District...

6. In the event of termination of this Agreement, the District shall provide the New Draft...

7. The District shall either refund the New Draft for any overpayment or shall...

8. The District shall refund the New Draft for any overpayment or shall...

9. for such underpayment, if any, within thirty (30) days after receipt of said invoice.

10. The Charter Schools shall comply with all District energy conservation policies in regard...

11. Energy 5511 and the District's Energy Education program.

10. Proposition 30/Conditions Reasonably Equivalent

11. New Draft acknowledged by execution of the Agreement shall be provided...

12. New Draft acknowledged by execution of this Agreement, and in reliance on the District...

of the Agreement.

13. New Draft acknowledged and agrees that neither the District nor any of its agents have...

implied, concerning the premises, the physical or environmental condition of the...

premises or any other property, beneath, adjacent to, or otherwise related to the premises.

11. Custodial Services

Custodial services shall be provided by the District pursuant to the terms and conditions...

as defined in Exhibit D.

12. Signage

The Charter Schools shall be responsible for the maintenance of the District...

13. Maintenance and Repairs

time, labor and materials to maintain the Facilities in good order, condition and repair.

4. of the Agreement. (2) the costs of remedial cleaning per Section 11 and Exhibit D of the Agreement shall be borne by the Charter Schools. (3) the costs of remedial cleaning per Section 11 and Exhibit D of the Agreement shall be borne by the Charter Schools.

Manager assigned to the Site. The Non-District will pay, hold invoices within thirty (30) days of receipt.

b. The Charter Schools will provide reasonable assistance for the District Manager assigned to the Sites.

c. The District will be responsible for any modifications necessary to maintain the facilities in accordance with applicable codes and standards.

Education Code section 17582.

d. The District shall be responsible for providing the wiring / MIS infrastructure and

ordinary wear and tear excepted.

The Charter Schools shall only make alterations, additions, or improvements

(“Improvements”) to the Facilities after obtaining the prior written consent of the

Improvements to the Facilities made by the Charter Schools shall be paid for by the

Charter Schools, and shall be constructed, funded and performed in accordance with Federal,

limitation Title 24 of the California Code of Regulations, the Field Act, Americans with

communicate to seek information regarding District policies and to obtain consent for

The District may impose, as a condition to the proposed contract, such requirements as to the manner in which the work is done; a right of approval of the contractor by whom the work is to be performed and the times during which it is to be accomplished

Superintendent or his designee for Improvements, the Charter Schools shall upon written request of the District, immediately cease making improvements until such written consent is obtained and the Charter Schools shall bear any costs, expenses and liabilities associated with the work stoppage.

Should the Charter Schools fail to contract and perform the Improvements in accordance with the Construction Standards or fail to adhere to the conditions to the District's

Schools immediately cease making such Improvements, and the District may alter, remain compliance with the Construction Standards and/or the conditions to the District's contracts and Charter Schools shall be responsible for all such work and expenses incurred by the District for such alterations, repairs or improvements. No Improvement shall

and the alterations shall be made in accordance with the Construction Standards and the District's

Improvements. All Improvements shall be made in accordance with the Construction Standards and the District's

Upon termination of the Agreement, Charter Schools will remove any and all improvements to the Facilities at its own cost that can be done without damage to the Facilities. In the

shall be disposed of in accordance with the provision of the approved individual Charter School's petition. Unless the Parties agree otherwise in writing on an item by item basis,

Charter Schools maintains their ownership rights in any alterations and additions

Notwithstanding the foregoing, any addition to the Facilities that the Charter Schools do not own or maintain the Facilities shall remain the District's

15. Entry by District.

The District may enter the facility at any time to inspect the Facilities to supply any service to be provided by the District to the Charter Schools hereunder and to alter

Code Section 47607(a)(1).

The District may erect scaffolding and other necessary structures where reasonably

efforts at all times to keep any interference to the academic programs of Charter Schools to a minimum. The Charter Schools waive any claim for damages for any inconvenience to or interference with the Charter Schools' business, any loss or use of quiet enjoyment

16. Employees, Contractors and Independent Contractors.

The Charter Schools and the District, their employees, agents, contractors and subcontractors shall comply with the requirements of Education Code Sections 45125.1 and 45125.2 related to access to the facilities and protection of minor students.

17. Indemnity.

The Charter Schools shall indemnify, hold harmless, defend and defend the District, its Board of Trustees, the members of its Board of Trustees, officers, agents, employees, contractors and subcontractors from and against all claims, demands, actions, suits, losses, liabilities, expenses and costs arising from the negligent or intentional acts of the District, its employees, agents, contractors and subcontractors.

The Charter Schools shall further indemnify, hold harmless, and defend the District, its Board of Trustees, the members of its Board of Trustees, officers, agents, employees, contractors and subcontractors against and from any and all claims arising from any breach or default in the performance of any obligation on the individual or collective Charter Schools' part to be performed under the terms of this Agreement, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

The District shall indemnify, hold harmless, and defend the Charter Schools, its Board of Trustees, the members of its Board of Trustees, officers, agents, employees, contractors and subcontractors from and against all claims, demands, actions, suits, losses, liabilities, expenses and costs arising from the negligent or intentional acts of the Charter Schools, their employees, agents, officers and invitees.

The District shall further indemnify, hold harmless, and defend the Charter Schools against and from any and all claims, demands, actions, suits, losses, liabilities, expenses and costs arising from any breach or default in the performance of any obligation on the District's part to be performed under the terms of this Agreement, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

I, upon becoming aware of any casualty or accident in any of the Facilities, each Party to

In the event of a fire, explosion, or other casualty, the Parties shall cooperate in protecting their joint interests, and in conducting all reasonable or necessary efforts to minimize damage to the Non-Profit, including its duties or obligations existing in contracts between the Non-Profit and any third party (such as contract with a supplier of goods or services) and further including efforts to reduce damage costs (through joint representation where necessary).

18. Insurance.

The Charter Schools shall comply with insurance provisions contained within its charter and any Memoranda Of Understanding between the Parties.

19. Damage to or Destruction of School Sites.

Profit if the cause of the casualty is the negligence or intentional act of one or more of

Facilities under this Section shall be borne by the District if the cause of the casualty is

if the casualty is caused by a third party:

b. Partial Damage - Insured. If the Facilities are damaged by any casualty which is covered under fire and extended coverage insurance owned by District, then District shall restore such 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

continue in full force and effect, except that Charter Schools shall be entitled to proportionate reduction of use payments while such restoration takes place, such

interfere with Charter Schools' business in the Facilities. The District shall provide the Charter Schools alternative space in the District for any part of the respective Charter

shall be no diminution in the use payments during the period of the restoration

c. Total Destruction. If the Facilities are totally destroyed (defined as the destruction of more than fifty percent (50%) of the usable classroom space) or the Facilities cannot be

restored or repaired herein under a liability-based insurance policy, then the availability of insurance proceeds, then this Agreement shall be terminated effective the

reasonable effort to avoid any interruption in the educational services of the affected Charter Schools.

20. Lien

Notwithstanding anything stated herein to the contrary, if the Non-Profit fails to remove any lien or other encumbrance on the Facilities, the District shall immediately (but shall not be obligated to) take all action necessary to release and remove such lien, without any debate, investigation, the validity thereof, and all costs and expenses, including reasonable attorneys' fees and costs, incurred by District in connection with such release and removal.

21. Holding Over.

Non-Profit shall not remain in possession of the Facilities or any part thereof after the expiration of this Agreement or after termination thereof without the express written consent of District. Notwithstanding the foregoing, if the Non-Profit holds over, the Non-Profit shall use the Facilities in accordance with all other provisions applicable under this Agreement. Any holdover by Non-Profit requires the Non-Profit and the Charter Schools to comply with all terms of this Agreement. A holdover by the Charter School shall not trigger any additional term. 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.

22. Assignment and Subletting.

The Non-Profit shall not assign or sublet its rights under this Agreement to any other party without the prior written consent of the District.

23. Rules, Regulations and Law.

The Charter School shall be bound by all applicable laws, rules, regulations, policies and procedures of the District. All students, staff, and visitors shall observe and comply fully and faithfully with all reasonable and applicable laws, rules, regulations, policies and procedures of the District for the protection, cleanliness, and operation of the Facilities, and the Facilities' furnishings and equipment. The District shall provide any such written policies that are amended during the term of the Agreement.

24. Smoking.

Smoking or the consumption of alcohol in any form shall not be allowed in or on District property and Facilities, including but not limited to all courtyards, walkways, and parking

areas.

25. Default by Non-Profit.

The occurrence of any one or more of the following events shall constitute a default and breach of any one or more of the following covenants herein contained by Non-Profit:

The failure by Non-Profit to utilize the Facilities for the sole purpose of operating the Charter School.

d. The failure by Non-Profit to make timely payments required under this Agreement.

e. The failure by Non-Profit to observe or perform any of the material express covenants herein contained.

f. The revocation or non-renewal of one or more of the Charter School Charters.

Notwithstanding the foregoing, this Agreement shall not be terminated pursuant to this provision provided that the Charter School continues to operate in accordance with the Charter School Act.

Right to possession of the Facilities upon thirty (30) days' written notice thereof to the Non-Profit if the default is not cured within the thirty (30) day period. If the nature of the

default is such that the same cannot be cured within said thirty (30) day period, the Non-Profit shall, not later than the first day of such thirty (30) day period, commence such cure and thereafter, diligently prosecute the same to completion.

In the instance of a default pursuant to part (d) of this provision, the District may impose

the following penalty: the District facilities and area of the Charter School shall

that has been removed or not returned shall be returned and possession and use.

Upon termination, District shall retain the right to recover from Non-Profit, without limitation, any amounts due in this Agreement or applicable law. If said Facilities

Use Fees shall bear interest from the date due at the maximum legal rate. In the event of termination by the District by reason of Non-Profit default or breach of this Agreement

Section 20. For the remainder of that school year

26. Default by District.

District shall be bound by this Agreement if District fails to perform its material

obligation required by this Agreement. In the event of any default by District, Charter

School may sue for recovery of the obligations of the District and include the

District for the reasonable costs thereof. Districts taking such action, the Non-Profit must

provide thirty (30) days' written notice thereof to the District if the District has failed to

District shall not be in default (and Chester School may not terminate this Agreement) if District commences to cure such default within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

a. Waiver. The waiver by either Party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any

The subsequent acceptance of any charge hereunder by District or payment of any charge

District of any term, covenant or condition of this Agreement, other than the failure of the Non-Profit to pay the particular charge so accepted, regardless of District's knowledge of such preceding default at the time of the acceptance of such charge.

b. Marginal Headings. The marginal headings and article titles to the articles of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part hereof.

c. Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply and bind the heirs, successors, executors,

An agreement the law shall prevail and any such conflicting terms shall be removed from

shall meet and confer to determine how to correct any conflicts in this Agreement

CONSTITUTE AN ADMISSION OF FACT OR LAW

in District Office of the District of Columbia, D.C.

A binding obligation on the District

PRIOR AGREEMENTS THIS AGREEMENT CONTAINS ALL OF THE AGREEMENTS OF THE PARTIES HERETO

agreements or understanding pertaining to any such matters shall be effective for any purpose.

Subject to Approval by Governing Board. This Agreement shall become effective upon ratification by the District's Governing Board.

Notices All notices and demands that may be or are to be required or permitted to be given by either Party to the other hereunder shall be in writing. All notices and demands by the District to the Non-Profit or Charter Schools shall be sent by United States

Mail postage prepaid addressed to the Non-Profit or Charter Schools at the address set

the address set forth below.

To District:


Sacramento City Unified School District
Attn: Mary Shelton, Chief Accountability Officer
5735 47th Avenue
Sacramento, CA 95824
Facsimile 916-643-9489

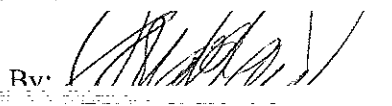
To Non-Profit or Charter School:

St. HOPE Public Schools
Attn: Jim Scheible, Superintendent
2315 34th Street
Sacramento, CA 95817
Telephone: 916-643-7777

Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement, and all of which together shall be equivalent to original signatures on counterparts.

p. Warranty of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated on each of the Parties hereto and that such Party is legally authorized and entitled to enter into this Agreement.

Rv: 
Jim Scheible
Superintendent

Rv: 
Jonathan P. Raymond,
Superintendent

Date: 1/19/12

Date: 1/11/12

Approved and ratified this 21 day of June, 2012, by the Board of Education of the Sacramento City Unified School District by the following vote:

Exhibit A Description and Square Footage of Facilities



School Name: Sacramento High School
 School Code: 550
 Site Area: 26.12 Acres
 Year Built: 1937, 1967 & 1974
 A.P.N. 010-0010-002
 Address: 2315 - 34th Street, Sacramento, CA 95817

Bldg/Room Code	Classroom No.	Room Use	Area	Year Built/Modernized	DSA #
PERMANENT BUILDINGS					
Bldg.001	West Wing			1974	36964
A-13	W-1	Reception	880		
A-36B	W-10	Student Center	485		
A-36F	W-11	Computer Classroom	449		
A-54	W-12	Classroom	1,249		
A-109B	W-13	Storage	56		
A-110	W-13	Mens	90		
A-109	W-13	Womens	108		
A-55	W-13	Print Office	139		
A-53	W-13	Conf. Room	780		
A-52A	W-14	Electrical Room	45		
A-52	W-14	Classroom	907		
A-50	W-16	Science Lab	1,650		
A-44	W-17	Science Lab	1,225		
A-49B	W-18	Storage	45		
A-49	W-18	Science Lab	1,648		
A-48	W-19	Science Lab	1,492		
A-14	W-1A	Principal	302		
A-15	W-1B	Conference Room	302		
A-12	W-2	Attendance	383		
A-47	W-20	Classroom	1,650		
A-42	W-21	Classroom	733		
A-46	W-22	Classroom	731		
A-41	W-23	Classroom	485		
A-40	W-24	Classroom	753		
A-45	W-25	Classroom	757		
A-56	W-26	Classroom	938		
A-57	W-27	Classroom	908		
A-37	W-28	Classroom	908		
A-38	W-29	Classroom	880		
A-10	W-3	VP.	141		
A-11	W-3	Dean	142		
A-09	W-3	Reception	288		
A-39	W-30	Classroom	876		
A-35	W-31	Classroom	878		
A-34	W-33	Classroom	881		
A-28A	W-34A	Conference Room	288		
A-28B	W-34B	Office	288		
A-17	W-35	Classroom	879		
A-18	W-36	Classroom	879		
A-31	W-37	Classroom	879		
A-19	W-38	Classroom	881		
A-04	W-39	Teacher Work Room	430		
A-03	W-40	Classroom	908		
A-02	W-41	Classroom	908		
A-01	W-42	Classroom	938		
A-16	W-43	Classroom	908		
A-27	W-44	Classroom	908		
A-33	W-45	Classroom	908		
A-24	W-6	Classroom	878		

St Hope
Public
Schools PS 7

880	
485	
449	
	1,249
	56
	90
	108
	139
	780
	45
	907
1,650	
1,225	
	45
	1,648
	1,492
302	
302	
383	
	1,650
	733
	731
	485
	753
	757
	938
	908
	908
	880
141	
142	
288	
	876
	878
881	
288	
288	
879	
879	
879	
881	
430	
908	
908	
938	
908	
	908
	908
878	

Bldg/Room Code	Classroom No.	Room Use	Area	Year Built/Modernized	DSA #
A-25	W-7	Classroom	879		
A-26	W-8	Computer Classroom	1,216		
A-32	W-9	Classroom	1,028		
A-107B		Janitor	38		
A-102B		Custodian	50		
A-104		Mens	52		
A-51E		Electrical Room	68		
A-36A		Hallway	69		
A-13B		Vault	74		
A-103		Womens	78		
A-43B		Storage	98		
A-108		Womens	118		
A-36E		Librarian	141		
A-107		Mens	142		
A-51B		Custodian	142		
A-43		Storage	144		
A-36C		Work Room	190		
A-102		Girls	204		
A-36D		A.V. Room	215		
A-51C		MDF Room	238		
A-51A		Clerk	340		
A-101		Boys	399		
A-63		Corridor	493		
A-65		Corridor	579		
A-61C		Corridor	609		
A-62		Corridor	733		
A-66		Corridor	767		
A-61A		Corridor	947		
A-61B		Corridor	1,047		
A-64		Corridor	1,062		
		Unspecified	1,193		
A-36		Media Center/Library	5,398		
A-51		Book Room	1,752		
A-60		Corridor	2,060		
A-51C	W-15A	Reception	93		
A-08	W-4	Office	116		
A-07	W-4	Office	134		
A-51D	W-15B	VP.	142		
A-05	W-4	Parent Center	143		
A-06	W-4	Waiting Room	160		
A-22	W-5	Counselor	164		
A-20	W-5	Counselor	165		
A-21	W-5	Counselor	169		
A-23	W-5	Guidance Counselor	510		
A-30	W-32B	Reception	279		
A-29	W-32A	Principal	297		
BUILDING AREA TOTAL			59,999		
COVERED WALKWAYS			-		
CLASSROOMS			32		

St Hope
Public
Schools

PS 7

879
1,216
1,028
38
50
52
68
69
74
78
98
118
141
142
142
144
190
204
215
238
340
399
493
579
609
733
767
947
1,047
1,062
1,193
5,398
1,752
2,060
93
116
134
142
143
160
164
165
169
510
279
297

93

142

Bldg. 002	Commons			1974	36964
B-1		Multi-use	16,412		
B-2		Storage	181		
B-2		Kitchen	125		
B-2		Storage	92		
B-2		Clock Tower	1,024		
B-2		Serving	1,816		
B-3		Snack Bar	184		
B-4		Scullery	173		
B-5		Storage	25		

16,412
181
125
92
1,024
1,816
184
173
25

Bldg/Room Code	Classroom No.	Room Use	Area	Year Built/Modernized	DSA #
B-5		Office	76		
B-6		Lockers	45		
B-6		Toilet	23		
B-7		Food Storage	493		
B-7A		Stairs	59		
BUILDING AREA TOTAL			20,728		
COVERED WALKWAYS			600		
CLASSROOMS			-		

St Hope
Public
Schools

PS 7

Bldg. 003 East Wing 1974 36964

C-04	E-13	Auto Shop	2,101			2,101
C-13	E-13	Storage	169			169
C-4A	E-13	Office	118			118
C-21	E-41	Classroom	1,307			1,307
C-21A	E-41	Storage	446			446
C-27	E-41	Dark Room	299			299
C-27B	E-41	Dark Room	56			56
C-32	E-41	Storage	87			87
C-55		Corridor	532			532
C-56A		Corridor	1,209			1,209
C-56B		Corridor	1,353			1,353
C-56C		Corridor	1,109			1,109
C-57		Corridor	531			531
C-58		Corridor	1,075			1,075
C-59		Corridor	532			532
C-48	E-3	Classroom	879			879
C-40	E-43	Classroom	898			8941

Dark Room

Bldg/Room Code	Classroom No.	Room Use	Area	Year Built/Modernized	DSA #
C-50	E-27	Art Classroom	877		
C-52	E-28	Art Classroom	908		
C-53	E-29	Art Classroom	938		
C-51	E-30	Art Classroom	906		
C-46	E-30/E-31	Kiln Room	135		
C-46	E-30/E-31	Storage	154		
C-39	E-31	Ceramic Lab	1,521		
C-26	E-32	Classroom	1,212		
C-07	E-34	Science Lab	1,366		
C-06	E-35	Classroom	907		
C-05	E-36	Science Lab	1,693		
C-03	E-37	Classroom	909		
C-02	E-38	Classroom	910		
C-01	E-39	Classroom	937		
C-41B	E-4	Office	431		
C-09	E-40	Classroom	905		
C-31A	E-42	Office	459		
C-41A	E-5	Office	431		
C-42A		Custodian	25		
C-105A		Women	31		
C-106A		Men	31		
		IDF	52		
C-14A		Custodian	66		
C-45A		Custodian	93		
C-106		Boys	146		
C-105		Girls	147		
C-14C		Girls	149		
C-14B		Boys	171		
C-49		Event Center	6,782		
BUILDING AREA TOTAL			56,433		
COVERED WALKWAYS			1,980		
CLASSROOMS			35		

St Hope
Public
Schools

PS 7

877
908
938
906
135
154
1,521
1,212
1,366
907
1,693
909
910
937
431
905
459
431
25
31
31
52
66
93
146
147
149
171
6,782
1,980

Bldg. 004	Auditorium		1937	2772
1st Floor				
		Corridors	2,258	2,258
		Foyer	260	260
		Stairs	433	433
		Stage	4,248	4,248
		Assembly	6,390	6,390
		Storage	3,177	3,177
		Toilets	573	573
		Practice Room	613	613
	Aud 303	Classroom	1,044	1,044
	Aud 301	Classroom	1,044	1,044
Subtotal 1st Floor			20,040	
Mezzanine Level				
		Corridors	165	165
		Stairs	156	156
		Toilets	330	330
		Storage	165	165
Subtotal Mezzanine Level			816	
2nd Floor				
		Stairs	366	366
		Foyer	230	230
		Storage	500	500

Bldg/Room Code	Classroom No.	Room Use	Area	Year Built/Modernized	DSA #
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St Hope
Public
Schools

PS 7

Aud 302	Classroom	1,925
	Assembly	4,779

1,925
4,779

Subtotal 2nd Floor 7,800

BUILDING AREA TOTAL 28,656
COVERED WALKWAYS 188
CLASSROOMS 3

188

Bldg. 005 Dance Annex 1937 2772

DA 2	Classroom	1,140
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Bldg/Room Code	Classroom No.	Room Use	Area	Year Built/Modernized	DSA #
TW60		Toilet (Men)	247		
ZBX1		Tickets	88		
CR0P		Storage	445		
		Refreshments	231		
SS86		Storage	179		
R010		Dressing Rm	32h7845 25.6827 0 TD -.0067 Tc 0		2

St Hope
Public
Schools

PS 7

247
88
445
231
179

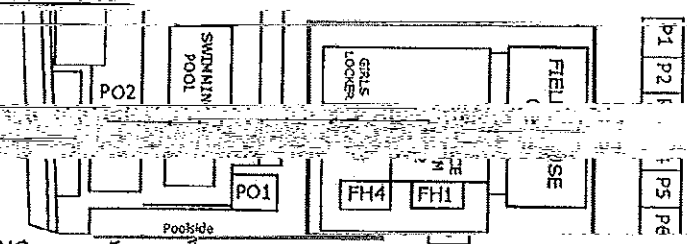


~~EXHIBIT B - Map of Sacramento High School Campus To 3341 D-113-1 and 101~~

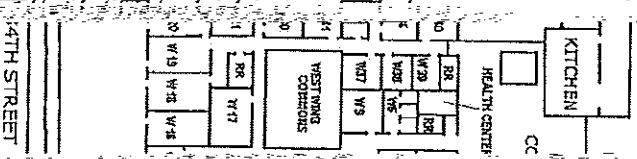
Property

NORTH

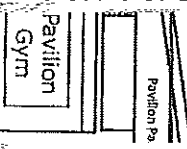
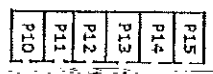
Location Space
Shared Use Area



77 MIDDLE SCHOOL



44TH STREET



H.S.

STUDENT STORE

EASTING CORRIDOR

Pavilion Park
PARKI



WALKWAY

WALKWAY

Exhibit C Facilities Use Fee

Fee of Five Hundred Forty-Three Thousand Nine Hundred Four Dollars and Twenty Cents

per square foot for the use of approximately Two Hundred Fifty-Five Thousand and Two (259,002) square feet of the Facilities (237,180 square feet at Sacramento High School site plus

21,822 square feet at the Sturdevant Lane Site) during that time. The Facilities Use Fee shall be

paid out in equal installments of Forty-Five Thousand Three Hundred Twenty-Five Dollars and Thirty-Five Cents (\$45,325.35) each month throughout the fiscal year. Beginning on July 1,

2012, payments shall be payable on or in advance on the first day of each month ("Due Date"), without deduction, offset, prior notice or demand, in lawful money of the United States.

The District will calculate and deduct these fees monthly for the remaining fiscal year.

Term of this Agreement.

In the event that there are adjustments made to the allocation of space, the Facilities Use Fee will be calculated according to the square feet allocated.

EXHIBIT D - Custodial Services

a. Routine Services: The District will provide scheduled daily or weekly custodial services for the Strawberry Lane facility. The level of said

District employees and Charter Schools have the right to report dissatisfaction with the custodial services. Charter Schools shall have the right to direct the custodian to perform specific duties that are within the scope of the custodian's job duties. The Charter Schools will reimburse the District for the actual costs, including time and labor (including salary, benefits and payroll taxes), to provide custodial services for the Strawberry Lane facility. In order to provide more comprehensive services of

Said reimbursement shall also include actual costs to the District for any cleaning supplies and tools necessary for those District personnel to provide Custodial Services, including but not limited to toilet paper, soap and paper towels. The District will invoice the Charter Schools quarterly for these services. The Charter Schools will pay said invoice within thirty (30) days of receipt.