



# Sacramento City Unified School District

## Business Services Contracts Office

5735 47th Avenue • Sacramento, CA 95824  
(916) 643-2464

*José L. Banda, Superintendent*  
*Gerardo Castillo, Chief Business Officer*

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## REQUEST FOR PROPOSALS

For

**LEASE-LEASEBACK CONSTRUCTION**

**SERVICES**

For

**(\*\*INSERT DATA HERE\*\*)**

**PROJECT**

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Request for Proposal Issued: **\*\*Insert Data Here\*\***

Deadline for Submittal of Proposals: **\*\*Insert Data Here\*\***

# Request for Proposal for Lease-Leaseback Construction Services

( **\*\*\*Insert Data Here\*\*\*** Project)

## I. OVERVIEW

The Sacramento City Unified School District (“District”) is seeking proposals from qualified providers of Lease-Leaseback construction services (“Contractors”) for the construction of the **\*\*\*Insert Data Here\*\*\*** (“Project”) within the District. Contracts will be awarded by the Board under the provisions of Education Code 17406 *et seq.*

All Contractors submitting proposals must be prequalified pursuant to Education Code section 17406 subsection (a)(2)(C) and Public Contract Code section 20111.6 subsections (b) through (m), prior to submitting a proposal. The District prequalifies prospective contractors on an annual basis, and such prequalification is valid for one year from the date of the initial prequalification. Contractors that have been prequalified pursuant to the District’s annual prequalification process no more than twelve (12) months prior to submittal of its proposal for the Project shall be deemed prequalified for purposes of submitting a proposal in response to this RFP. For Contractors that have not been prequalified by the District within the past twelve (12) months, prequalification applications are available at [www.scusd.edu/contractor-prequalification](http://www.scusd.edu/contractor-prequalification).

To perform work on this project, Contractor is required to be registered as a public works contractor with the Department of Industrial Relations. The Contractor’s registration must remain active throughout the term of the agreement.

Respondents are advised that this is a public works project for purposes of the California Labor Code, which requires payment of prevailing per diem wages, as well as wages for legal holidays and overtime. These rates are set forth in a schedule, which may be found on the California Department of Industrial Relations website at [www.dir.ca.gov](http://www.dir.ca.gov). Any Contractor to which a contract is awarded must pay the prevailing rates, post copies thereof at the job site, provide payroll records when required, and otherwise comply with applicable provisions of state law.

*\*Insert if applicable\**

The Project shall be governed by a Project Labor Agreement (“PLA”). The successful Contractor (and all Subcontractors) will be required to execute an “Agreement to be Bound”, whereby Contractor and Subcontractors agree to conform to all terms and conditions set forth in the PLA. The full text of the PLA is available on the District’s website.

## II. GENERAL INSTRUCTIONS

Interested firms are invited to submit one (1) original signed proposal, four (4) additional hard copies, and one (1) digital copy (flash drive) in write protected PDF format.

The proposal shall be submitted in the format provided and the complete proposal, together with any and all additional materials, shall be enclosed in a sealed envelope addressed and delivered no later than 4:30 p.m. on **\*\*\*Insert Data Here\*\*\*** to the following address:

Sacramento City Unified School District  
Contracts Office  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

The sealed envelope shall be marked on the outside lower left corner with the words “RFP for Lease-Leaseback Construction Services”. It is the firm’s sole responsibility to ensure that their response is received prior to the scheduled closing time for receipt of statements of qualifications. No corrected or resubmitted proposals will be accepted after the deadline. Faxed responses are not appropriate for submission and will not be accepted or considered.

This Request for Proposals does not commit the Sacramento City Unified School District to award a contract or pay any costs incurred in the preparation of a response to this request. The District reserves the right to accept all or part of any responses or to cancel in part or in its entirety this Request for Proposal. The District further reserves the right to accept the response that it considered to be in their best interest.

All requirements must be addressed in your proposal. Non-responsive proposals will not be considered. All responses, whether selected or rejected, shall become the property of the District. Firms are responsible for checking the website periodically for any updates or revisions to the RFP. All proposals will be considered valid and prices will be considered fixed for a period of sixty (60) days following submission.

No business entity, including any agent of such entity, shall directly or indirectly contact any District Board of Education member immediately before or during the RFP process of any project on which the business entity intends to or has submitted a RFP. Any vendor violating this policy shall be deemed disqualified from the RFP. Should such contact come to light after the RFP is awarded and the entity was deemed the successful Responder, the Board reserves the right to cancel any contract awarded, in which case, the vendor shall be liable for any damage incurred by the district. The Board shall exercise its best judgment for the benefit of the district in making a decision whether to proceed or not, depending on all of the facts and circumstances.

### **Requests for Information**

Questions related to this RFP should be submitted in writing to Kimberly Teague, Contract Specialist, at [kimt@scusd.edu](mailto:kimt@scusd.edu) no later than **\*\*\*Insert Data Here\*\*\***. Specify “RFP for Lease-Leaseback Construction Services” in the subject line. Responses to all questions received will be posted on the Districts website, <http://www.scusd.edu/rfp>.

### **III. SCOPE OF SERVICES**

The District plans to **\*\*\*Insert Data Here\*\*\*** (Project), on a District-owned site located at **\*\*\*Insert Data Here\*\*\***, and the District is soliciting proposals for the construction of the Project. The Contractor whose proposal is determined to offer the best value to the District pursuant to this RFP must promptly execute the Lease-Leaseback Agreement, the Site Lease Agreement, and the Sublease Agreement **without material revision or alteration**, and no later than ten (10) business days following selection. The versions of the Lease-Leaseback Agreement, Site Lease Agreement, and Sublease Agreement required to be executed by the successful Contractor are available on the District’s website at [www.scusd.edu/contracts-department](http://www.scusd.edu/contracts-department).

The District has retained \*\*\*Insert Data Here\*\*\* as its Architect for the Project (“Architect”). DSA approved plans and specifications are available in e-Builder.

The District is utilizing construction program management software, e-Builder™, for its construction projects. Contractor will be required to utilize e-Builder™ software for this Project as all project information will be available only through e-Builder. If you need technical assistance, please contact technical support at e-Builder, (888) 288-5717, or [support@e-builder.net](mailto:support@e-builder.net). You may also call the Planning & Construction Office (916) 264-4075 x1020 for assistance.

*\*Insert if applicable\**

A mandatory pre-bid conference and site visit will be held on \*\*\*Insert Data Here\*\*\*, at 9:00 a.m. at \_\_\_\_\_, Sacramento. All participants are required to meet in front of the school, near the flagpole. Bidders are required to arrive for the pre-bid conference on time and to sign an attendance list.

#### **A. Construction and Post-Construction Services**

The Contractor shall perform all work and obligations described in the Contract Documents, including the following construction and post-construction services:

1. Construction of the Project in accordance with the plans and specifications.
2. Coordinate and expedite record drawings and specifications.
3. Compile operations and maintenance manuals, warranties/guarantees, and certificates.
4. Prepare final accounting and close-out reports.
5. Other responsibilities necessary for the completion of the Project in accordance with the plans and specifications.

#### **B. Cost Estimate**

The estimate for this Project is \*\*\*Insert Data Here\*\*\*. To submit a proposal for this Project, the Contractor is required to possess one or more of the following State of California Contractor Licenses: \*\*\*Insert Data Here\*\*\*.

#### **C. Price Proposal (Lump Sum)**

All proposals shall be in the form of a lump sum price. The lump sum price proposed by Contractor shall be the Total Sublease Amount in the Contract Documents, which shall constitute the total compensation to Contractor for constructing the Project and performing the Work. Each Contractor’s proposed lump sum price for the Project must cover all of Contractor’s profit, and all of its costs of construction of the Work specified in the Contract Documents, including but not limited to the following:

1. General conditions and general requirements, including but not limited to temporary facilities, utilities, structures, fences, dust control, scheduling, safety, scaffolding, and SWPPP.
2. All subcontractor costs and material and equipment supplier costs.

3. Contractor's overhead, supervision of subcontractors and other management responsibilities, and its materials, equipment, and employees/labor (including but not limited to wages, salaries, and benefits) costs, for any work performed by the Contractor.
4. All bonds and insurance, including but not limited to payment and performance bonds.
5. All other costs incurred in performance of Contractor's obligations under the terms of the Contract Documents, including but not limited to the Lease-Leaseback Agreement, Site Lease Agreement, and Sublease Agreement.

**C. Time to Complete**

Time of completion for this project shall be **\*\*\*Insert data here\*\*\*** calendar days from the issuance date of the District's Notice to Proceed.

**D. Pre-Construction Services** *\*Insert if applicable\**

**E. Subcontractors**

All subcontractors who will perform more than 0.5% of the construction Work must be selected by a competitive bidding process or best value process as described in Education Code section 17406(a)(4). Contractor shall establish reasonable qualification criteria and standards for subcontractors and shall provide public notice of availability of work to be subcontracted in accordance with the publication date applicable to the District's competitive bidding process, including a fixed date and time on which qualifications statements, bids, or proposals will be due.

All electrical, mechanical and plumbing contractors shall be prequalified pursuant to Education Code section 17406 subsection (a)(2)(C), and Public Contract Code section 20111.6 subsections (b) through (m), prior to Contractor's submission of its proposal.

All subcontractors shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act (commencing with Public Contract Code section 4100).

**IV. CONTENTS FOR PROPOSALS**

In order for proposals to be considered, said proposal must be clear, concise, complete, well organized and demonstrate both respondent's qualifications, and its ability to follow instructions. The quality of answers, not length of responses or visual exhibits is important.

The proposals shall be organized in the format listed below and shall be limited to thirty (30) pages (excluding attachments and appendices) on 8 1/2" x 11" paper with all responses bound with tabs separating each section. Respondents shall read each item carefully and answer accurately to ensure compliance with District requirements. Failure to provide all requested information or deviation from the required format may result in disqualification.

**A. Cover Letter**

A signed letter of interest (no more than one page) stating the Contractor's interest and qualifications in providing the services as outlined in the RFP. Cover letter should include contact name, address, telephone number, and email address.

## **B. Price Proposal**

A detailed breakdown of all costs.

## **C. Designated Subcontractor List**

# **V. SELECTION PROCEDURES & GUIDELINES**

The purpose of this Request for Proposals is to enable the District to select the Contractor that submitted the proposal that is the best value to the District for the Project as required by Education Code section 17406. The term “best value” as used in this RFP is defined in Education Code section 17400, and is inclusive of a competitive procurement process whereby the Contractor is selected on the basis of objective criteria for evaluating qualifications with the resulting selection representing the best combination of price, qualifications, and experience.

The District will use the selection process outlined below, which conforms to Education Code section 17406 and ensures that the best value selection by the District is conducted in a fair and impartial manner. A review and selection committee composed of key District officials and consultants will review and evaluate all proposals.

Proposals will be opened privately to assure confidentiality and to avoid disclosure of the contents to competing Contractors prior to and during the review and evaluation process. Following selection of a Contractor pursuant to this RFP, proposals may be subject to disclosure in accordance with applicable law.

## **A. Selection Process**

### **1. Qualification Portion**

For the qualifications portion of the best value analysis, the District will evaluate each contractor based on the contractor’s responses provided as part of the District’s prequalification application, which is inclusive of the specific criteria listed below, and each Contractor’s qualifications will be scored on a one hundred (100) point scale. The maximum number of points available to any Contractor is 100 points. These criteria are as follows:

- Licensure
- Business Information
- Company History
- Disputes
- Bonding History
- Legal Compliance

For the qualifications portion of the best value analysis and for the purpose of evaluating Contractors’ qualifications pursuant to the criteria set forth above, the District will evaluate each Contractor on the basis of the responses provided in the Contractor’s completed Prequalification application and Contractor’s overall prequalification score. All Contractors achieving a minimally prequalifying score (75% on the prequalification application) will be scored pursuant to the following scale:

Contractor's Prequalification Score	Points Awarded For Qualifications
130	100
125 – 129	95
120 – 124	90
115 – 119	85
110 – 114	80
105 – 109	75
100 – 104	70
98 – 99	65
97 or less	Contractor Not Prequalified/Cannot Submit Proposal

In conjunction with a proposal, each proposing Contractor must submit the Prequalification Certification certifying that Contractor's responses in its Prequalification submission continue to be true and correct at the time Contractor submits a proposal.

If any of Contractor's answers to the Prequalification application have changed since becoming prequalified and are no longer true and correct, then the proposing Contractor must re-prequalify pursuant to the District's prequalification process. A Contractor whose information provided during the prequalification process is no longer correct, even if previously prequalified, **shall not** be considered prequalified for purposes of this Project and its proposal will not be considered by the District unless Contractor has re-completed the District's prequalification process using the corrected/updated information and is determined to be prequalified.

## 2. Experience

For the experience portion of the best value analysis, the District will evaluate the following five criterion: Contractor Solvency, History of Performance, Owner-Contractor Relationships, History of Disputes, and Specialty Experience. Each criterion is comprised of requests for additional information and/or questions to Contractor (which are set forth below), and each request or question **must** be responded to by Contractor. Contractor's responses to the requests/questions for each criterion will be evaluated by the District, and the District will award a point value to Contractor for each criterion. Contractor's overall experience will be scored on a one-hundred (100) point scale, with each of the five criterion worth a maximum total of twenty (20) points.

Contractor's responses should be included on a separate sheet of paper and attached to Contractor's proposal. Every request or question for each criterion must be responded to, and any request or question answered "yes" must be further explained. At the District's discretion, an omission of requested information may result in an automatic rejection of the proposal submitted by Contractor, a reduction in the overall score awarded by District for the applicable criterion, or a total score of zero (0) for the applicable criterion.

The *\*four/five* criterion and the requests and/or questions that Contractor must answer are as follows:

### i. **Contractor Solvency**

- a. Describe your general approach to ensuring that your company remains solvent and is able to fulfill all payment obligations to sureties, subcontractors, suppliers, materialmen, and other vendors.
- b. How many projects does your company currently have under bond?

- c. What is your company's current total bonding capacity?
- d. What is your company's current available bonding capacity?
- e. Has your company been unable to obtain a bond for a contract in the past five years? If yes, please explain.
- f. Has your company ever declared bankruptcy or been placed in receivership? If yes, please explain.

**ii. History of Performance**

- a. Using the form attached (Exhibit B) provide summaries of up to six (6) projects (including up to three (3) recent projects for the District, as applicable) completed by your company in the past ten years that are similar to the Scope of Work described in this RFP. For each project summary please provide the project name and client, a description of the scope of work, and a description of your role in the lifecycle of the project. If applicable, please specify if the project was a K-12 school project and/or conducted under Education Code Section 17406 *et seq.* (i.e., a Lease-Leaseback project). Provide examples of more than one owner to the extent possible.
- b. Describe your specific experience with K-12 public school projects conducted under Education Code Section 17406 *et seq.* (i.e., Lease-Leaseback projects).
- c. Describe your specific experience with projects subject to review and approval by the Division of the State Architect ("DSA"), and further describe your general approach to working with DSA field inspectors to obtain necessary approvals.
- d. Describe your general approach to ensuring that projects are completed on time and within budget.
- e. Describe your company's general approach to providing high-quality construction services.
- f. Describe your company's approach to being proactive when problems arise on a project. Additionally, please provide a detailed description of a situation where your company avoided or mitigated a significant issue on a project (i.e., delay, cost increase, non-performing subcontractor, etc.).
- g. Describe your company's general approach to managing a project within the contract price, including specific methods to mitigate or avoid change orders and cost increases.
- h. Has your company ever failed to enter into a contract after being selected for a new school construction or modernization project? If yes, please explain.
- i. In the past five years, has your company failed to complete a contract within the authorized contract time? If yes, please explain.
- j. In the past five years, has your company's contract on a public works project been terminated or canceled by the public entity owner? If yes, please explain.
- k. In the past five years, has your company contracted on a public works project subject to a Project Labor Agreement? If yes, please explain.



iii. **Owner-Contractor Relationship**

- a. Describe your company's general approach to building and maintaining positive, responsive, collaborative, and trusting relationships with project owners, including any specific methods or techniques utilized by your company.
- b. Describe your understanding of the term "partnership mentality" and explain how a partnership mentality may benefit a contractor and project owner. Additionally, describe how a partnership mentality may benefit the District and your company with respect to this Project.

iv. **History of Disputes**

- a. Describe your company's general approach to avoid or mitigate disputes between your company and: (i) project owners; and (ii) your vendors (subcontractors, suppliers, etc.). Describe any specific methods or techniques utilized by your company to avoid or mitigate disputes with owners and vendors.
- b. Has your organization been involved in litigation or arbitration in the past five years related to a construction project? If yes, please explain.
- c. How many stop notice enforcement lawsuits against your company have been lost or settled by the company in the past five years? If the answer is more than "zero", please describe each stop notice that was lost or settled.
- d. How many unresolved change orders resulted in a claim filed by your company against a project owner in the past five years? If the answer is more than "zero", please explain each claim submitted.

v. **Specialty Experience** *(If applicable)*

- a. Describe your specific experience with **\*\*\*Insert Data Here\*\*\***
- b. Provide summaries of all projects completed by your company that included **\*\*\*Insert Data Here\*\*\***. For each project summary please provide the project name, client, and a detailed description of your scope of work.
- c. Describe problems or issues that you see as common to **\*\*\*Insert Data Here\*\*\*** and describe how you attempt to avoid or mitigate these issues.
- d. Explain your approach to subcontracting or staffing specialty trades related to the proposed project.

**3. Price Proposal Portion**

For the price proposal portion of the best value analysis, the District will evaluate the amount of Contractor's lump sum price. The price proposal portion of the best value analysis will also be scored on a one hundred (100) point scale. District will score Contractors on the basis of the lowest to highest price proposal submitted. All Contractors submitting a price proposal will receive points, in increments of ten (10), based on the amount of the price proposal, with the Contractor with the lowest price proposal receiving the most points available and the Contractor with the highest price proposal receiving the fewest points available. Specifically, the Contractor with the lowest price

proposal will receive 100 points, the Contractor with the second lowest price proposal will receive 90 points, the Contractor with the third lowest price proposal will receive 80 points, and so forth until all Contractors have received points. In the event two Contractors submit price proposals with the same overall price, both Contractors shall be awarded the same amount of points.

#### **4. Total Best Value Score**

After the District has allocated points to qualifying Contractors for both the qualification, experience and community benefit, and price proposal portions of the best value analysis, the District will combine the points received by each Contractor based on Contractor's qualifications, experience and community benefit, and price proposal to create each Contractor's best value score. District will then rank all Contractors based on each Contractor's best value score. The Contractor with the highest best value score (highest combined point total from the qualifications, experience and community benefit, and price proposal analysis) shall be ranked highest, and all remaining Contractors shall be ranked in descending order based on the Contractor's best value score, such that the Contractor receiving the lowest best value score receives the lowest ranking. (See Exhibit A)

The District expects to complete and announce its best value analysis, and ranking of proposals from highest best value score to lowest best value score, within ten (10) days of the deadline for submittal of the proposals. The District will announce its analysis and ranking to all proposing Contractors at the same time by posting the analysis and ranking to the District's website

## **VI. AWARD**

The District reserves the right to reject any or all proposals, or waive any irregularities in any of the proposals submitted pursuant to this RFP. The Lease-Leaseback Agreement shall be awarded to the responsive Contractor with the highest best value score. In the event of a tie (more than one Contractor have the same highest best value score), District may award the Lease-Leaseback Project to the Contractor of its choice.

If the Contractor to which the Board awards the Lease-Leaseback Agreement refuses to execute the Lease-Leaseback Agreement and submit a payment bond, performance bond, proof of required insurance, and other required documents, the Board may revoke the award to that Contractor and award to the Contractor that submitted the next highest ranked proposal.

**EXHIBIT A**

**RANKING OF BEST VALUE SCORES**

**SECTION I – CONTRACTOR QUALIFICATIONS**

In the follow table, enter all proposing Contractors and the total points received from the qualifications evaluation (Maximum points available per Contractor is 100).

<b>CONTRACTOR</b>	<b>POINTS AWARDED</b>

**SECTION II – CONTRACTOR EXPERIENCE**

In the follow table, enter all proposing Contractors and the total points received from the experience evaluation, based on questionnaire (Maximum points available per Contractor is 100).

<b>CONTRACTOR</b>	<b>POINTS AWARDED</b>

**SECTION III – LUMP SUM PRICES**

In the following table, enter all proposing Contractors based on their lump sum prices in order from lowest to highest. In the event two Contractors submit price proposals with the same overall price, both Contractors shall be awarded the same amount of points. (For example, if two Contractors submit a price proposal of exactly \$1 million, which would qualify them both as the second lowest proposal, each Contractor shall receive 95 points.)

<b>CONTRACTOR</b>	<b>LUMP SUM PRICE</b>	<b>POINTS AWARDED</b>
		100
		95
		90
		85
		80
		75

**SECTION IV – BEST VALUE SCORE**

In the following table, enter all proposing Contractors, their scores from the qualifications, experience and community benefit, and price proposal evaluations, and their total combined score. The total combined score is the Contractor’s “best value score.”

<b>CONTRACTOR</b>	<b>SECTION I TOTAL</b>	<b>SECTION II TOTAL</b>	<b>SECTION III TOTAL</b>	<b>COMBINED TOTAL OF SECTIONS I, II, &amp; III</b>

**SECTION V – BEST VALUE RANK**

In the following table, enter all proposing Contractors and best value score in order from the highest best value score to the lowest best value score. The Contractor with the highest best value score shall be ranked No. 1 overall.

<b>CONTRACTOR</b>	<b>BEST VALUE SCORE</b> <b>(highest to lowest)</b>	<b>RANK</b>
		<b>1</b>
		<b>2</b>
		<b>3</b>
		<b>4</b>
		<b>5</b>
		<b>6</b>

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**EXHIBIT B**

**SIMILAR PROJECTS (History of Performance)**

Project	Owner/Contact Info	Scope of Work	Your Role

Project	Owner/Contact Info	Scope of Work	Your Role

## Career Technical Education Incentive Grant (CTEIG) Fund Allocation Analysis

(Eligibility requirements for CTEIG funds are based upon Carl D. Perkins minimum requirements)

This grant is ONE-TIME FUNDING and subject to much of the same restrictions as our Carl D. Perkins federal grant. To be eligible for Perkins, each program/pathway must have a properly credentialed CTE teacher, offer a sequence of courses totaling at least 300 hours and must have an industry advisory committee that meets at least once a year.

Perkins funding cannot be used to supplant, therefore, cannot be used to pay for teacher salaries, general classroom supplies, furniture, etc. In addition, Perkins funds cannot be used for capital improvement projects, whereas, **CDE has made allowances for CTEIG funds to be used for capital improvement projects**. It is an unprecedented opportunity to improve, enhance, and expand infrastructure that supports our CTE programs.

Ranking	School	CTE Pathway/Program	CTEIG Eligibility	Capital Improvement Opportunities	Project/Item Description	Estimated Allocation
5	<i>Health Professions</i>	Health Professions	Y	Y	Room modification for patient care facility simulation (includes equipment)	\$57,200.00
1	<i>JFK</i>	MaD	Y	Y	Remove walls to enlarge room for more industrial equipment	\$44,400.00
					Equipment**	\$270,000.00
3	<i>Luther Burbank</i>	Construction	Y	Y	Room modifications and equipment for construction design academy	\$400,000.00
4	<i>Rosemont</i>	RHS Culinary Arts	Y	Y	Commercial Kitchen and teaching space	\$1,056,000.00
					Equipment*	\$40,000.00
2	<i>School of Engineering and Sciences</i>	Engineering	Y	Y	New Engineering Building	\$3,564,000.00

**Total** \$5,431,600.00 **Matching Dollars**

CTIEG funds allocated for first funding term: (2016 and 2017 -18 mo 1:1 Matching Period) \$2,824,853.00 \$2,824,853.00

Allocated for second term( 2018 - 1.5:1 Match): \$2,030,000.00 \$3,045,000.00

Expected for third term - (depending on enrollment and match 2019 - 2:1 Match): \$1,100,000.00 \$2,200,000.00

**Anticipated Total:** \$5,954,853.00

**Excess Funds:** \$523,253.00

\* Traditionally funded through Perkins

\*\* Appropriately budgeted through CTEIG, however; could be funded through Perkins over multiple years.



**Career Technical Education Incentive Grant (CTEIG) Fund Allocation Analysis**  
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School	CTE Pathway/Program	CTEIG Eligibility	Capital Improvement Opportunities	Project/Item Description	Estimated Allocation
<b>American Legion</b>	Child Development	Y	Y	None	\$0.00
	Business	Y	N	None	\$0.00
<b>C. K. McClatchy</b>	Criminal Justice	N	N	None	\$0.00
	HISP	N	N	None	\$0.00
	LPPA	N	N	None	\$0.00
	VAPA	N	N	None	\$0.00
<b>Carver</b>	School of Art & Sci	N	N	None	\$0.00
<b>Health Professions</b>	Health Professions	Y	Y	Room modification for patient care facility simulation (inc equipment)	\$57,200.00
<b>Hiram Johnson</b>	Law Academy	N	N	None	\$0.00
	JCBA	Y	N	Specialty Printer*	\$31,473.00
	Health & Medical	N	N	None	\$0.00
	VAPA	Y	N		\$0.00
<b>John F. Kennedy</b>	Criminal Justice	N	N	None	\$0.00
	Culinary	Y	N	Equipment Repairs/Replacement*	\$10,000.00
	MaD	Y	Y	Remove walls to enlarge room for more industrial equipment	\$44,400.00
				Equipment**	\$270,000.00
	PACE	N	N	None	\$0.00
<b>Kit Carson</b>	IB School	N	N	None	\$0.00
<b>Luther Burbank</b>	Construction	Y	Y	Room modifications and equipment for construction design academy	\$400,000.00
	VAPA	Y	N	Adobe Creative Cloud Software*	\$5,611.68
	Law & Social Justice	Y	N	None	\$0.00
	Med & Health Science	N	N	None	\$0.00
	Business & Info Tech	N	N	None	\$0.00
	Global Studies	N	N	None	\$0.00
<b>The Met</b>	Big Picture School	N	N	None	\$0.00
<b>Rosemont</b>	RHS Culinary Arts	Y	Y	Commercial Kitchen and teaching space	\$1,056,000.00
				Equipment*	\$40,000.00
	ECD	Y	Y	Equipment to support engineering activities*	\$35,000.00
	VAPA	Y	N	None	\$0.00
	LEAD	N	N	None	\$0.00
<b>Sacramento New Technology</b>	ITC	Y	N	None	\$0.00
	VAPA	Y	N		\$0.00
<b>School of Engineering and Sciences</b>	Engineering	Y	Y	New Engineering Building	\$3,564,000.00
				Equipment*	\$82,000.00
<b>West Campus</b>	PLTW	N	N	None	\$0.00
<b>Total</b>					<b>\$5,595,684.68</b>

CTIEG funds allocated for first funding term: (2016 and 2017 -18 mo 1:1 Matching Period) \$2,824,853.00

Allocated for second term( 2018 - 1.5:1 Match): \$2,030,000.00

Expected for third term - (depending on enrollment and match 2019 - 2:1 Match): \$1,100,000.00

\* Traditionally funded through Perkins

**Anticipated Total:** \$5,954,853.00

\*\* Appropriately budgeted through CTEIG, however; could be funded through

**Excess Funds:** \$359,168.32



## **March 23, 2017 Facilities Committee Meeting**

### **Civic Permit Update**

The current Civic Permit Fee Schedule was adopted in 2012 after Assembly Bill No. 1404 was introduced. Assembly Bill No. 1404 outlines the amount a school district may charge a specific organization (PTA's, Girl/Boy Scouts, Youth Recreational Sports Groups, religious organizations, & etc.) for the use of its facilities. Therefore, the current Fee Schedule is grouped into four categories based on the type of organization renting the facility.

Assembly Bill No. 1557 was introduced in August 2016 and expands on Assembly Bill No. 1404. This requires the updating and or replacing the current Fee Schedule and language to be in compliance with the new law.

The main points listed in Assembly Bill No. 1557 are outlined below:

- The definition of Direct Cost now includes Capitol Direct Costs (maintenance & repairs) in addition to the existing Operational Direct Cost.
- The fees collected must be deposited into a special fund that shall only be used for Facilities.

To update the Fee Schedule so that it is in compliance with the existing law, the district must calculate the Operational Direct Cost and Capitol Direct Costs of its facilities. California Department of Education has developed a calculation method that the district will use to determine the fees. The district will use a sampling of its facilities for these calculations. Once the fees are calculated, the district will then update and/ or change the Fee Schedule accordingly.

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**Assembly Bill No. 1557****CHAPTER 120**

An act to amend Section 38134 of the Education Code, relating to school facilities.

[ Approved by Governor August 17, 2016. Filed with Secretary of State August 17, 2016.

]

**LEGISLATIVE COUNSEL'S DIGEST**

AB 1557, Mathis. School facilities: use by nonprofit youth organizations: recreational youth sports leagues.

Existing law, known as the Civic Center Act, authorizes the governing board of a school district to grant the use of school facilities or grounds as a civic center, for specified purposes, upon terms and conditions deemed proper by the governing board of the school district. The act requires the governing board of a school district to authorize the use of school facilities or grounds by a nonprofit organization, or by a club or an association organized to promote youth and school activities, including, but not necessarily limited to, the Girl Scouts, the Boy Scouts, Camp Fire USA, the YMCA, a parent-teacher association, or a school-community advisory council. The act authorizes and requires the governing board of a school district to charge certain fees for use of its school facilities or grounds.

This bill would specifically authorize a governing board of a school district to authorize the use of school facilities or grounds by a nonprofit organization, or by a club or an association organized to promote youth and school activities, that is a recreational youth sports league that charges participants an average of no more than \$60 per month.

Vote: majority Appropriation: no Fiscal Committee: no Local Program: no

**THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:**

**SECTION 1.** Section 38134 of the Education Code, as amended by Section 2 of Chapter 764 of the Statutes of 2012, is amended to read:

**38134.** (a) (1) The governing board of a school district shall authorize the use of school facilities or grounds under its control by a nonprofit organization, or by a club or an association organized to promote youth and school activities, including, but not necessarily limited to, any of the following:

(A) The Girl Scouts; the Boy Scouts; Camp Fire USA; or the YMCA.

(B) A parent-teacher association.

(C) A school-community advisory council.

(D) A recreational youth sports league that charges participants no more than a nominal fee. As used in this subparagraph, "nominal fee" means an average of no more than sixty dollars (\$60) per month.

(2) This subdivision does not apply to a group that uses school facilities or grounds for fundraising activities that are not beneficial to youth or public school activities of the school district, as determined by the governing board of the school district.

(b) Except as otherwise provided by law, a governing board of a school district may charge an amount not to exceed its direct costs for use of its school facilities or grounds pursuant to this section. A governing board of a school district that levies these charges shall first adopt a policy specifying which activities shall be charged an amount not to exceed direct costs.

(c) The governing board of a school district may charge an amount, not to exceed its direct costs for use of its school facilities or grounds by the entity using the school facilities or grounds, including a religious organization or church, that arranges for and supervises sports league activities for youths as described in paragraph (6) of subdivision (b) of Section 38131.

(d) The governing board of a school district that authorizes the use of school facilities or grounds for the purpose specified in paragraph (3) of subdivision (b) of Section 38131 shall charge the church or religious organization an amount at least equal to the school district's direct costs.

(e) In the case of an entertainment or a meeting where an admission fee is charged or contributions are solicited, and the net receipts are not expended for the welfare of the pupils of the school district or for charitable purposes, a charge equal to fair rental value shall be levied for the use of the school facilities or grounds.

(f) If the use of school facilities or grounds under this section results in the destruction of school property, the entity using the school facilities or grounds may be charged for an amount necessary to repay the damages, and further use of the facilities or grounds by that entity may be denied.

(g) As used in this section:

(1) "Direct costs" to the school district for the use of school facilities or grounds includes all of the following:

(A) The share of the costs of supplies, utilities, janitorial services, services of school district employees, and salaries paid to school district employees directly associated with the administration of this section to operate and maintain school facilities or grounds that is proportional to the entity's use of the school facilities or grounds under this section.

(B) The share of the costs for maintenance, repair, restoration, and refurbishment, proportional to the use of the school facilities or grounds by the entity using the school facilities or grounds under this section as follows:

(i) For purposes of this subparagraph, "school facilities" shall be limited to only nonclassroom space, and "school grounds" shall include, but not necessarily be limited to, playing fields, athletic fields, track and field venues, tennis courts, and outdoor basketball courts.

(ii) The share of the cost for maintenance, repair, restoration, and refurbishment shall not apply to:

(I) Classroom-based programs that operate after school hours, including, but not necessarily limited to, after school programs, tutoring programs, or child care programs.

(II) Organizations retained by the school or school district to provide instruction or instructional activities to pupils during school hours.

(iii) Funds collected under this subparagraph shall be deposited into a special fund that shall only be used for purposes of this section.

(2) "Fair rental value" means the direct costs to the school district plus the amortized costs of the school facilities or grounds used for the duration of the activity authorized.

(h) By December 31, 2013, the Superintendent shall develop, and the state board shall adopt, regulations to be used by a school district in determining the proportionate share and the specific allowable costs that a school district may include as direct costs for the use of its school facilities or grounds.

(i) (1) A school district authorizing the use of school facilities or grounds under subdivision (a) is liable for an injury resulting from the negligence of the school district in the ownership and maintenance of the school facilities or grounds. An entity using school facilities or grounds under this section is liable for an injury resulting from the negligence of that entity during the use of the school facilities or grounds. The school district and the entity using the school facilities or grounds under this section shall each bear the cost of insuring against its respective risks, and shall each bear the costs of defending itself against claims arising from those risks.

(2) Notwithstanding any other law, this subdivision shall not be waived. This subdivision does not limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of Title 1 of the Government Code for injuries caused by a dangerous condition of public property.

(j) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

**SEC. 2.** Section 38134 of the Education Code, as added by Section 3 of Chapter 764 of the Statutes of 2012, is amended to read:

**38134.** (a) (1) The governing board of a school district shall authorize the use of school facilities or grounds under its control by a nonprofit organization, or by a club or an association organized to promote youth and school activities, including, but not necessarily limited to, any of the following:

(A) The Girl Scouts; the Boy Scouts; Camp Fire USA; or the YMCA.

(B) A parent-teacher association.

(C) A school-community advisory council.

(D) A recreational youth sports league that charges participants no more than a nominal fee. As used in this subparagraph, "nominal fee" means an average of no more than sixty dollars (\$60) per month.

(2) This subdivision does not apply to a group that uses school facilities or grounds for fundraising activities that are not beneficial to youth or public school activities of the school district, as determined by the governing board of the school district.

(b) Except as otherwise provided by law, a governing board of a school district may charge an amount not to exceed its direct costs for use of its school facilities or grounds pursuant to this section. A governing board of a school district that levies these charges shall first adopt a policy specifying which activities shall be charged an amount not to exceed direct costs.

(c) The governing board of a school district may charge an amount, not to exceed its direct costs for use of its school facilities or grounds by the entity using the school facilities or grounds, including a religious organization or church, that arranges for and supervises sports league activities for youths as described in paragraph (6) of subdivision (b) of Section 38131.

(d) The governing board of a school district that authorizes the use of school facilities or grounds for the purpose specified in paragraph (3) of subdivision (b) of Section 38131 shall charge the church or religious organization an amount at least equal to the school district's direct costs.

(e) In the case of an entertainment or a meeting where an admission fee is charged or contributions are solicited, and the net receipts are not expended for the welfare of the pupils of the school district or for charitable purposes, a charge equal to fair rental value shall be levied for the use of the school facilities or grounds.

(f) If the use of school facilities or grounds under this section results in the destruction of school property, the entity using the school facilities or grounds may be charged for an amount necessary to repay the damages, and further use of facilities or grounds by that entity may be denied.

(g) As used in this section:

(1) "Direct costs" to the school district for the use of school facilities or grounds means the costs of supplies, utilities, janitorial services, services of school district employees, and salaries paid to school district employees directly associated with the administration of this section necessitated by the entity's use of the school facilities or grounds.

(2) "Fair rental value" means the direct costs to the school district plus the amortized costs of the school facilities or grounds used for the duration of the activity authorized.

(h) (1) A school district authorizing the use of school facilities or grounds under subdivision (a) is liable for an injury resulting from the negligence of the school district in the ownership and maintenance of the school facilities or grounds. An entity using school facilities or grounds under this section is liable for an injury resulting from the negligence of that entity during the use of the school facilities or grounds. The school district and the entity using the school facilities or grounds under this section shall each bear the cost of insuring against its respective risks and shall each bear the costs of defending itself against claims arising from those risks.

(2) Notwithstanding any other law, this subdivision shall not be waived. This subdivision does not limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of Title 1 of the Government Code for an injury caused by a dangerous condition of public property.

(i) This section is operative on and after January 1, 2020.

**SB-1404 School property: Civic Center Act.** (2011-2012)

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**Senate Bill No. 1404**

## CHAPTER 764

An act to amend, repeal, and add Section 38134 of the Education Code, relating to school property.

[ Approved by Governor September 29, 2012. Filed with Secretary of State  
September 29, 2012. ]

## LEGISLATIVE COUNSEL'S DIGEST

SB 1404, Hancock. School property: Civic Center Act.

Existing law, known as the Civic Center Act, authorizes a school district governing board to grant the use of school facilities or grounds as a civic center, for specified purposes, upon terms and conditions deemed proper by the governing board. Existing law authorizes a school district governing board to charge a fee, not to exceed the school district's direct costs, as defined, for use of the school facilities or grounds by entities that promote youth and school activities or that arrange for and supervise sports league activities for youths.

This bill, until January 1, 2020, would expand the definition of direct costs that a school district governing board may charge an entity for the use of school facilities or grounds to include a specified share of the operating and maintenance costs proportional to the entity's use of the school facilities or grounds under this provision and a share of the costs for maintenance, repair, restoration, and refurbishment of the school facilities or grounds proportional to that entity's use of school facilities or grounds, as specified. The bill would require the Superintendent of Public Instruction to develop, and the State Board of Education to adopt, regulations to be used by a school district in determining the proportionate share and the specific allowable costs that a school district may include as direct costs for the use of its school facilities or grounds. The bill would make other related changes.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

## THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

**SECTION 1.** (a) The Legislature finds and declares all of the following:

(1) In order to promote the Civic Center Act, it is the intent of the Legislature to encourage all school districts to maximize opportunities to make available and accessible public school facilities and grounds to their communities as civic centers.

(2) School districts make valuable contributions to their communities by providing needed space for recreational activities and are obligated to protect and preserve public school facilities and grounds for the safety and enjoyment of the pupils and community members who use the school facilities or grounds.

(3) School districts provide access to school facilities and grounds to organizations that promote physical activity, before and after school care, recreation, tutoring, and other activities that benefit the residents of those

communities.

(4) The ability of school districts to maintain their facilities and grounds has been jeopardized due to severe budget cuts in recent years and the current economic climate in which school districts now operate.

(5) The costs directly incurred by a school district to maintain its facilities or grounds exceeds the operational costs associated with supplies, utilities, janitorial services, and services of school district employees that are necessitated by an organization's use of the school facilities or grounds.

(6) The "direct cost" to maintain school facilities and grounds also includes ongoing costs related to maintenance, repair, restoration, and refurbishment of the school facilities or grounds.

(b) It is therefore the intent of the Legislature to amend the Civic Center Act to authorize a school district to charge an organization using school facilities or grounds an amount proportional to the organization's use of the school facilities or grounds to maintain, repair, restore, and refurbish the school facilities or grounds and to limit the proportional costs related to maintenance, repair, restoration, and refurbishment to only a school's nonclassroom space and grounds.

**SEC. 2.** Section 38134 of the Education Code is amended to read:

**38134.** (a) (1) The governing board of a school district shall authorize the use of school facilities or grounds under its control by a nonprofit organization, or by a club or an association organized to promote youth and school activities, including, but not necessarily limited to, any of the following:

(A) The Girl Scouts; the Boy Scouts; Camp Fire USA; or the YMCA.

(B) A parent-teacher association.

(C) A school-community advisory council.

(2) This subdivision does not apply to a group that uses school facilities or grounds for fundraising activities that are not beneficial to youth or public school activities of the school district, as determined by the governing board.

(b) Except as otherwise provided by law, a governing board may charge an amount not to exceed its direct costs for use of its school facilities or grounds. A governing board that levies these charges shall first adopt a policy specifying which activities shall be charged an amount not to exceed direct costs.

(c) The governing board of a school district may charge an amount, not to exceed its direct costs for use of its school facilities or grounds by the entity using the school facilities or grounds, including a religious organization or church, that arranges for and supervises sports league activities for youths as described in paragraph (6) of subdivision (b) of Section 38131.

(d) The governing board of a school district that authorizes the use of school facilities or grounds for the purpose specified in paragraph (3) of subdivision (b) of Section 38131 shall charge the church or religious organization an amount at least equal to the school district's direct costs.

(e) In the case of an entertainment or a meeting where an admission fee is charged or contributions are solicited, and the net receipts are not expended for the welfare of the pupils of the school district or for charitable purposes, a charge equal to fair rental value shall be levied for the use of the school facilities or grounds.

(f) If the use of school facilities or grounds under this section results in the destruction of school property, the entity using the school facilities or grounds may be charged for an amount necessary to repay the damages, and further use of the facilities or grounds by that entity may be denied.

(g) As used in this section:

(1) "Direct costs" to the school district for the use of school facilities or grounds includes all of the following:

(A) The share of the costs of supplies, utilities, janitorial services, services of school district employees, and salaries paid to school district employees directly associated with the administration of this section to operate and maintain school facilities or grounds that is proportional to the entity's use of the school facilities or grounds under this section.



(B) The share of the costs for maintenance, repair, restoration, and refurbishment, proportional to the use of the school facilities or grounds by the entity using the school facilities or grounds under this section as follows:

(i) For purposes of this subparagraph, "school facilities" shall be limited to only nonclassroom space and "school grounds" shall include, but not be limited to, playing fields, athletic fields, track and field venues, tennis courts, and outdoor basketball courts.

(ii) The share of the cost for maintenance, repair, restoration, and refurbishment shall not apply to:

(I) Classroom-based programs that operate after school hours, including, but not limited to, after school programs, tutoring programs, or child care programs.

(II) Organizations retained by the school or school district to provide instruction or instructional activities to pupils during school hours.

(iii) Funds collected under this subparagraph shall be deposited into a special fund that shall only be used for purposes of this section.

(2) "Fair rental value" means the direct costs to the school district plus the amortized costs of the school facilities or grounds used for the duration of the activity authorized.

(h) By December 31, 2013, the Superintendent shall develop, and the state board shall adopt, regulations to be used by a school district in determining the proportionate share and the specific allowable costs that a school district may include as direct costs for the use of its school facilities or grounds.

(i) (1) A school district authorizing the use of school facilities or grounds under subdivision (a) is liable for an injury resulting from the negligence of the school district in the ownership and maintenance of the school facilities or grounds. An entity using school facilities or grounds under this section is liable for an injury resulting from the negligence of that entity during the use of the school facilities or grounds. The school district and the entity using the school facilities or grounds under this section shall each bear the cost of insuring against its respective risks, and shall each bear the costs of defending itself against claims arising from those risks.

(2) Notwithstanding any other law, this subdivision shall not be waived. This subdivision does not limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of Title 1 of the Government Code, for injuries caused by a dangerous condition of public property.

(j) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

**SEC. 3.** Section 38134 is added to the Education Code, to read:

**38134.** (a) (1) The governing board of a school district shall authorize the use of school facilities or grounds under its control by a nonprofit organization, or by a club or an association organized to promote youth and school activities, including, but not necessarily limited to, any of the following:

(A) The Girl Scouts; the Boy Scouts; Camp Fire USA; or the YMCA.

(B) A parent-teacher association.

(C) A school-community advisory council.

(2) This subdivision does not apply to a group that uses school facilities or grounds for fundraising activities that are not beneficial to youth or public school activities of the school district, as determined by the governing board.

(b) Except as otherwise provided by law, a governing board may charge an amount not to exceed its direct costs for use of its school facilities or grounds. A governing board that levies these charges shall first adopt a policy specifying which activities shall be charged an amount not to exceed direct costs.

(c) The governing board of a school district may charge an amount, not to exceed its direct costs for use of its school facilities or grounds by the entity using the school facilities or grounds, including a religious organization or church, that arranges for and supervises sports league activities for youths as described in paragraph (6) of subdivision (b) of Section 38131.

(d) The governing board of a school district that authorizes the use of school facilities or grounds for the purpose specified in paragraph (3) of subdivision (b) of Section 38131 shall charge the church or religious organization an

amount at least equal to the school district's direct costs.

(e) In the case of an entertainment or a meeting where an admission fee is charged or contributions are solicited, and the net receipts are not expended for the welfare of the pupils of the school district or for charitable purposes, a charge equal to fair rental value shall be levied for the use of the school facilities or grounds.

(f) If the use of school facilities or grounds under this section results in the destruction of school property, the entity using the school facilities or grounds may be charged for an amount necessary to repay the damages, and further use of facilities or grounds by that entity may be denied.

(g) As used in this section:

(1) "Direct costs" to the school district for the use of school facilities or grounds means the costs of supplies, utilities, janitorial services, services of school district employees, and salaries paid to school district employees directly associated with the administration of this section necessitated by the entity's use of the school facilities or grounds.

(2) "Fair rental value" means the direct costs to the school district plus the amortized costs of the school facilities or grounds used for the duration of the activity authorized.

(h) (1) A school district authorizing the use of school facilities or grounds under subdivision (a) is liable for an injury resulting from the negligence of the school district in the ownership and maintenance of the school facilities or grounds. An entity using school facilities or grounds under this section is liable for an injury resulting from the negligence of that entity during the use of the school facilities or grounds. The school district and the entity using the school facilities or grounds under this section shall each bear the cost of insuring against its respective risks and shall each bear the costs of defending itself against claims arising from those risks.

(2) Notwithstanding any other law, this subdivision shall not be waived. This subdivision does not limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) of Title 1 of the Government Code, for an injury caused by a dangerous condition of public property.

(i) This section is operative on and after January 1, 2020.