



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1e

Meeting Date: May 15, 2025

Subject: Approve Donations to the District for the Period of March 1-31, 2025.

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

Division: Business Services

Recommendation: Accept the donations to the District for the period of March 1-31, 2025

Background/Rationale: Per Board Policy 3290 Gifts, Grants and Bequests, the Board of Education accepts donations on behalf of the schools and the District. After Board approval, the Board Office will send a letter of recognition to the donors.

Financial Considerations: None

LCAP Goal(s): Goal I – Graduation Outcomes, Goal 2 – Academic Outcomes, and Goal 3 – Welcoming and Safety Outcomes

Documents Attached:

- Donations Report for the period of March 1-31, 2025.

Estimated Time: N/A

Submitted by: Janea Marking, Chief Business and Operations Officer

Approved by: Lisa Allen, Superintendent

B OF A - BANK OF AMERICA

Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
BA25-0001520	Posted	(0410) ALBERT EINSTEIN MIDDLE	9212	Electronic F	03/03/25	3895532					
01-0812-0-5810-00-1110-4000-000-0410-000							.77-			PE Clothes Sale, A Einstein R	24.92
01-0812-0-8699-		- - - -0410-					25.69				
BA25-0001537	Posted	(0490) Miwok Middle School	9223	Mixed Cash	03/06/25						
01-0812-0-8699-		- - - -0490-				274.00				Donations. Miwok Middle, 3-0	346.31
01-0812-0-8699-		- - - -0490-				55.00				Donations. Cash, Miwok Midd	
01-0812-0-8699-		- - - -0490-				17.31				Donations. A Garcia-Martinez,	
BA25-0001567	Posted	(0490) Miwok Middle School	9228	Mixed Cash	03/06/25	022625					
01-0812-0-8699-		- - - -0490-				1,762.00				Donation, Miwok Middle, 0226	1,762.00
BA25-0001591	Posted	Home Campus	9235	Check	03/14/25	2331					
01-0812-0-8699-		- - - -0410-				120.75				Donation, Home Campus, Ck	120.75
BA25-0001592	Posted	Home Campus	9235	Check	03/14/25	2381					
01-0812-0-8699-		- - - -0410-				949.50				Donation, Home Campus, Ck	949.50
BA25-0001616	Posted	(0410) ALBERT EINSTEIN MIDDLE	9245	Electronic F	03/21/25	8374272					
01-0812-0-5810-00-1110-4000-000-0410-000							.77-			PE Clothes Sale, A Einstein R	24.92
01-0812-0-8699-		- - - -0410-				25.69					
BA25-0001623	Posted	(0300-2) CROCKER RIVERSIDE E	9251	Check	03/25/25	137					
01-0812-0-8699-		- - - -0300-				2,333.19				Librarian, Crocker/Riverside P	2,333.19
BA25-0001631	Posted	Anthony Babella	9251	Check	03/25/25	2692					
01-0812-0-8690-		- - - -0384-				2,000.00				Donation, A Babella, Ck2692	2,000.00
BA25-0001707	Posted	(000454) BENEVITY FUND	9280	Electronic F	03/04/25						
01-0812-0-8690-		- - - -0384-				60.00				03.04.25 BENEVITY FUND F	60.00
Total for Sacramento City Unified School District											7,621.59

Fund-Object Recap

01-5810	Tickets/Fees/Regis.for Parents	1,54-
01-8690	Donation Board Acknowledgement	2,060.00
01-8699	All Other Local Revenue	5,563.13
Fund 01 - General Fund		7,621.59
Fiscal Year 2025		
Total for Sacramento City Unified School District		7,621.59

* On Hold

Selection Sorted by Receipt Id, Filtered by (Org = 97, Bank Acct Id(s) IN ('B OF A','BMO AP','CHASE','COUNTY'), Starting Receipt Date = 3/1/2025, Ending Receipt Date = 3/31/2025, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8, Resource = 0812,9125, Accounts? = Y, Recap = O,

Sort/Group

097 - Sacramento City Unified School District

Generated for CINDY TAO (CINDY-TAO), May 3 2025 1:04PM

BMO AP - BMO Harris Bank (AP)											
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount
BM25-0000870	Posted	(000720) READING FOR EDUCAT	9216	Check	03/05/25	042672	226.10		BMO030525	Fundraiser, Reading for Educ	226.10
01-0812-0-8699-		- - - -0168-									
BM25-0000908	Posted	(000727) TAYLOR CORPORATION	9231	Check	03/12/25	6054567	175.00		BMO031925	Pictavo Yearbook pymt, Taylo	175.00
01-0812-0-8699-		- - - -0379-									
BM25-0000954	Posted	(4595) EXCEL PHOTOGRAPHERS	9243	Check	03/19/25	9443	202.00		BMO240325	Comm Fall24, Excel Photogra	202.00
01-0812-0-8699-		- - - -0420-									
BM25-0000955	Posted	(4595) EXCEL PHOTOGRAPHERS	9243	Check	03/19/25	9538	108.00		BMO240325	Comm Fall24, Excel Photogra	108.00
01-0812-0-8699-		- - - -0037-									
BM25-0000956	Posted	(4595) EXCEL PHOTOGRAPHERS	9243	Check	03/19/25	9488	164.00		BMO240325	Comm Fall24, Excel Photogra	164.00
01-0812-0-8699-		- - - -0168-									
BM25-0000969	Posted	(4595) EXCEL PHOTOGRAPHERS	9253	Check	03/26/25	9431	220.00		BMO032625	Comm Fall24, Excel Photogra	220.00
01-0812-0-8699-		- - - -0359-									
BM25-0000974	Posted	(4595) EXCEL PHOTOGRAPHERS	9253	Check	03/26/25	9503	152.00		BMO032625	Commission Fall24, Excel Phc	152.00
01-0812-0-8699-		- - - -0139-									
Total for Sacramento City Unified School District											8,868.69
Fund-Object Recap											
01-8699		All Other Local Revenue				1,247.10					
						Fund 01 - General Fund		1,247.10			
						Total for Sacramento City Unified School District		8,868.69			
Org Recap											
Sacramento City Unified School District											
		C - Check		5,403.44							
		E - Electronic Funds Xfer		109.84							
		M - Mixed Cash & Check		2,108.31							

* On Hold

Selection

Sorted by Receipt Id, Filtered by (Org = 97, Bank Acct Id(s) IN ('B OF A','BMO AP','CHASE','COUNTY'), Starting Receipt Date = 3/1/2025, Ending Receipt Date = 3/31/2025, User Created = N, On Hold? = Y, No Invoice = Y, Object = 8, Resource = 0812,9125, Accounts? = Y, Recap = 0,

ERP for California

Page 2 of 3

* On Hold

BMO AP - BMO Harris Bank (AP)											
Receipt Id	Receipt Status	Customer	Batch Id	Receipt Type	Receipt Date	Customer Reference #	Invoice #	Loc	Deposit Id	Comment	Receipt Amount

Org Recap

Sacramento City Unified School District (continued)

C - Check	1,247.10
Total Receipts	8,868.69
Report Total	8,868.69

* On Hold

**SACRAMENTO MUNICIPAL UTILITY DISTRICT
INDUCTION COOKING EQUIPMENT DONATION AGREEMENT**

DONATION RECIPIENT NAME: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
AMERICAN LEGION HIGH SCHOOL

EQUIPMENT LOCATION ADDRESS: 3801 Broadway, Sacramento, CA 95817

The undersigned SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL hereby contracts with the Sacramento Municipal Utility District (SMUD) for the donation of induction cooktops & woks; sets of pots/pans; kitchen tools; and chef coats/aprons, as of 03/21/2025.

RECITALS

WHEREAS, SMUD, a California municipal utility district, has (8) induction cooktops (*Model: Vollrath 59300 12" Mirage Cadet Induction Range – Mirage Cadet Series*); (8) induction woks (*Model: Nuwave Induction Wok, 3 Wattages 600, 900, & 1500/Precise Temp Controls from 100F to 575F in 5F*); (8) sets of pots/pans; (8) sets of kitchen tools; and (16) chef coats/aprons; ("Equipment") on site which it is not using; and

WHEREAS, normal business operations require SMUD to engage in the disposition and lease of personal property in accordance with applicable law; and

WHEREAS, the Equipment will function as educational tools for vocational programs to effectively introduce induction technologies to students and provide hands-on training with induction cooking techniques, further ensuring that the developing workforce will have a basic understanding of the technologies they will encounter in the field; and

WHEREAS, Recipients will provide SMUD feedback on the learning outcomes resulting from use of the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL and SMUD ("Parties") agree as follows:

TERMS AND CONDITIONS

1. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL will abide by the terms and conditions of this Induction Cooking Equipment Donation Agreement ("Agreement").
2. This Agreement shall be effective as of the date of last execution by the parties ("Effective Date").
3. The Equipment is currently located at SMUD's Premises. SMUD staff will deliver Equipment to each school site, unless otherwise agreed upon by SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL and SMUD.

4. SMUD reminds SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL that the Equipment should be used with caution and safety in mind. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL acknowledges and agrees that there are inherent dangers associated with the use, maintenance, operation, storage, service, and repair of the Equipment. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL agrees to use the Equipment in a safe manner consistent with the above reminders.
5. SMUD has offered the Equipment to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL as a courtesy to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL, at no cost to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL with the understanding and agreement from SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL that SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL shall assume full and total responsibility for the Equipment. Therefore, SMUD cedes ownership of Equipment to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL, on a "where-is," no warranty basis. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL, by signing below, expressly accepts the Equipment in "as-is" condition and without warranty, including, without limitation, any express or implied warranty of merchantability or fitness for a particular purpose.
6. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL acknowledges and agrees that SMUD has made no representations or warranties to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL of any kind or character concerning the suitability, fitness, merchantability, or condition of Equipment and hereby assumes full risk and responsibility for any action, accident, claim, loss, cost, or damage of any kind which might arise, or liability for injury to any other person or persons.
7. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL for itself, and assigns, hereby agrees to release and hold and save harmless SMUD, its directors, officers and employees, from any and all claims loss, cost, or damage of every kind, nature or description arising out of or in any way relating to the Equipment donated by SMUD. This Agreement shall be binding upon SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL and assigns, and shall inure to the benefit of SMUD and its successors, assigns, affiliates, agents, employees.
8. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT/SCHOOL OF ENGINEERING & SCIENCES agrees that the above terms adequately represent SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL'S understanding of the Agreement as it relates to all present, past, and future claims against SMUD, whether those claims are known or unknown and waives application of California Civil Code section 1542 which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL hereby waives application of California Civil Code Section 1542 and acknowledges that this means that if SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL should suffer any injuries, damages, or losses arising out the donation of the Equipment described above but of which SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL is not currently aware and which if known would materially affect the decision to execute this release SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL will not be able to make any claim for those injuries, damages, or losses.

9. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL hereby agrees to indemnify, defend, and hold harmless, SMUD, its directors, officers, agents, and employees against all claims, expenses, and liabilities asserted against SMUD by any third party arising from or related to the Equipment.
10. This Agreement is binding upon and shall ensure to the benefit of the parties hereto and their respective predecessors in interest, successors, assignees, heirs, and personal representatives.
11. Should any party hereto institute any action or proceeding to enforce any provision of the Agreement, or for damages by reason of any alleged breach of any provision of this Agreement, or for any other judicial remedy, including but not limited to equitable relief, the prevailing party shall be entitled to all costs and expenses thereby incurred, including but not limited to reasonable attorneys' fees.
12. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL and SMUD warrant that no promise, inducement or agreement, not expressed herein, has been made to them in connection with this Agreement.
13. No provision of this Agreement may be waived unless in writing and signed by the party against whom the waiver is claimed. Waiver of any provision of this Agreement shall not be deemed a waiver of any other provision of this Agreement.
14. This Agreement is the entire Agreement between the parties hereto with respect to the subject matter herein. This Agreement may be amended only by a written amendment executed by the parties hereto and stating that it is an amendment to this Agreement.

By signing and dating below, the parties agree to the conditions set forth in this Agreement as detailed herein.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AMERICAN LEGION HIGH SCHOOL -
Authorized Representative

Signature: _____

Date: _____

Name: _____

Title: _____

Sacramento Municipal Utility District - Authorized Representative

Signature: _____

Date: _____

Name: _____

Title: _____

**SACRAMENTO MUNICIPAL UTILITY DISTRICT
INDUCTION COOKING EQUIPMENT DONATION AGREEMENT**

DONATION RECIPIENT NAME: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL

EQUIPMENT LOCATION ADDRESS: 6715 Gloria Drive, Sacramento, CA 95831

The undersigned SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL hereby contracts with the Sacramento Municipal Utility District (SMUD) for the donation of induction cooktops & woks; sets of pots/pans; kitchen tools; and chef coats/aprons, as of 03/21/2025.

RECITALS

WHEREAS, SMUD, a California municipal utility district, has (8) induction cooktops (*Model: Vollrath 59300 12" Mirage Cadet Induction Range – Mirage Cadet Series*); (8) induction woks (*Model: Nuwave Induction Wok, 3 Wattages 600, 900, & 1500/Precise Temp Controls from 100F to 575F in 5F*); (8) sets of pots/pans; (8) sets of kitchen tools; and (16) chef coats/aprons; ("Equipment") on site which it is not using; and

WHEREAS, normal business operations require SMUD to engage in the disposition and lease of personal property in accordance with applicable law; and

WHEREAS, the Equipment will function as educational tools for vocational programs to effectively introduce induction technologies to students and provide hands-on training with induction cooking techniques, further ensuring that the developing workforce will have a basic understanding of the technologies they will encounter in the field; and

WHEREAS, Recipients will provide SMUD feedback on the learning outcomes resulting from use of the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL and SMUD ("Parties") agree as follows:

TERMS AND CONDITIONS

1. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL will abide by the terms and conditions of this Induction Cooking Equipment Donation Agreement ("Agreement").
2. This Agreement shall be effective as of the date of last execution by the parties ("Effective Date").
3. The Equipment is currently located at SMUD's Premises. SMUD staff will deliver Equipment to each school site, unless otherwise agreed upon by SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL and SMUD.

4. SMUD reminds SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL that the Equipment should be used with caution and safety in mind. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL acknowledges and agrees that there are inherent dangers associated with the use, maintenance, operation, storage, service, and repair of the Equipment. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL agrees to use the Equipment in a safe manner consistent with the above reminders.
5. SMUD has offered the Equipment to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL as a courtesy to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL, at no cost to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL with the understanding and agreement from SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL that SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL shall assume full and total responsibility for the Equipment. Therefore, SMUD cedes ownership of Equipment to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL, on a "where-is," no warranty basis. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL, by signing below, expressly accepts the Equipment in "as-is" condition and without warranty, including, without limitation, any express or implied warranty of merchantability or fitness for a particular purpose.
6. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL acknowledges and agrees that SMUD has made no representations or warranties to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL of any kind or character concerning the suitability, fitness, merchantability, or condition of Equipment and hereby assumes full risk and responsibility for any action, accident, claim, loss, cost, or damage of any kind which might arise, or liability for injury to any other person or persons.
7. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL for itself, and assigns, hereby agrees to release and hold and save harmless SMUD, its directors, officers and employees, from any and all claims loss, cost, or damage of every kind, nature or description arising out of or in any way relating to the Equipment donated by SMUD. This Agreement shall be binding upon SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL and assigns, and shall inure to the benefit of SMUD and its successors, assigns, affiliates, agents, employees.
8. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT/SCHOOL OF ENGINEERING & SCIENCES agrees that the above terms adequately represent SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL'S understanding of the Agreement as it relates to all present, past, and future claims against SMUD, whether those claims are known or unknown and waives application of California Civil Code section 1542 which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL hereby waives application of California Civil Code Section 1542 and acknowledges that this means that if SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL should suffer any injuries, damages, or losses arising out of the donation of the Equipment described above but of which SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL is not currently aware and which if known would materially affect the decision to execute this release SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL will not be able to make any claim for those injuries, damages, or losses.

9. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL hereby agrees to indemnify, defend, and hold harmless, SMUD, its directors, officers, agents, and employees against all claims, expenses, and liabilities asserted against SMUD by any third party arising from or related to the Equipment.
10. This Agreement is binding upon and shall ensure to the benefit of the parties hereto and their respective predecessors in interest, successors, assignees, heirs, and personal representatives.
11. Should any party hereto institute any action or proceeding to enforce any provision of the Agreement, or for damages by reason of any alleged breach of any provision of this Agreement, or for any other judicial remedy, including but not limited to equitable relief, the prevailing party shall be entitled to all costs and expenses thereby incurred, including but not limited to reasonable attorneys' fees.
12. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT JOHN F. KENNEDY HIGH SCHOOL and SMUD warrant that no promise, inducement or agreement, not expressed herein, has been made to them in connection with this Agreement.
13. No provision of this Agreement may be waived unless in writing and signed by the party against whom the waiver is claimed. Waiver of any provision of this Agreement shall not be deemed a waiver of any other provision of this Agreement.
14. This Agreement is the entire Agreement between the parties hereto with respect to the subject matter herein. This Agreement may be amended only by a written amendment executed by the parties hereto and stating that it is an amendment to this Agreement.

By signing and dating below, the parties agree to the conditions set forth in this Agreement as detailed herein.

Sacramento City Unified School District John F. Kennedy High School - Authorized Representative

Signature: _____

Date: _____

Name: _____

Title: _____

Sacramento Municipal Utility District - Authorized Representative

Signature: _____

Date: _____

Name: _____

Title: _____

**SACRAMENTO MUNICIPAL UTILITY DISTRICT
INDUCTION COOKING EQUIPMENT DONATION AGREEMENT**

DONATION RECIPIENT NAME: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
ROSEMONT HIGH SCHOOL

EQUIPMENT LOCATION ADDRESS: 9594 Kiefer Blvd, Sacramento, CA 95827

The undersigned SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL hereby contracts with the Sacramento Municipal Utility District (SMUD) for the donation of induction cooktops & woks; sets of pots/pans; kitchen tools; and chef coats/aprons, as of 03/21/2025.

RECITALS

WHEREAS, SMUD, a California municipal utility district, has (8) induction cooktops (*Model: Vollrath 59300 12" Mirage Cadet Induction Range – Mirage Cadet Series*); (8) induction woks (*Model: Nuwave Induction Wok, 3 Wattages 600, 900, & 1500/Precise Temp Controls from 100F to 575F in 5F*); (8) sets of pots/pans; (8) sets of kitchen tools; and (16) chef coats/aprons; ("Equipment") on site which it is not using; and

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WHEREAS, the Equipment will function as educational tools for vocational programs to effectively introduce induction technologies to students and provide hands-on training with induction cooking techniques, further ensuring that the developing workforce will have a basic understanding of the technologies they will encounter in the field; and

WHEREAS, Recipients will provide SMUD feedback on the learning outcomes resulting from use of the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL and SMUD ("Parties") agree as follows:

TERMS AND CONDITIONS

1. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL will abide by the terms and conditions of this Induction Cooking Equipment Donation Agreement ("Agreement").
2. This Agreement shall be effective as of the date of last execution by the parties ("Effective Date").
3. The Equipment is currently located at SMUD's Premises. SMUD staff will deliver Equipment to each school site, unless otherwise agreed upon by SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL and SMUD.

4. SMUD reminds SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL that the Equipment should be used with caution and safety in mind. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL acknowledges and agrees that there are inherent dangers associated with the use, maintenance, operation, storage, service, and repair of the Equipment. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL agrees to use the Equipment in a safe manner consistent with the above reminders.
5. SMUD has offered the Equipment to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL as a courtesy to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL, at no cost to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL with the understanding and agreement from SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL that SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL shall assume full and total responsibility for the Equipment. Therefore, SMUD cedes ownership of Equipment to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL, on a "where-is," no warranty basis. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL, by signing below, expressly accepts the Equipment in "as-is" condition and without warranty, including, without limitation, any express or implied warranty of merchantability or fitness for a particular purpose.
6. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL acknowledges and agrees that SMUD has made no representations or warranties to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL of any kind or character concerning the suitability, fitness, merchantability, or condition of Equipment and hereby assumes full risk and responsibility for any action, accident, claim, loss, cost, or damage of any kind which might arise, or liability for injury to any other person or persons.
7. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL for itself, and assigns, hereby agrees to release and hold and save harmless SMUD, its directors, officers and employees, from any and all claims loss, cost, or damage of every kind, nature or description arising out of or in any way relating to the Equipment donated by SMUD. This Agreement shall be binding upon SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL and assigns, and shall inure to the benefit of SMUD and its successors, assigns, affiliates, agents, employees.
8. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT/SCHOOL OF ENGINEERING & SCIENCES agrees that the above terms adequately represent SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL'S understanding of the Agreement as it relates to all present, past, and future claims against SMUD, whether those claims are known or unknown and waives application of California Civil Code section 1542 which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL hereby waives application of California Civil Code Section 1542 and acknowledges that this means that if

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL should suffer any injuries, damages, or losses arising out the donation of the Equipment described above but of which SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL is not currently aware and which if known would materially affect the decision to execute this release SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL will not be able to make any claim for those injuries, damages, or losses.

9. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL hereby agrees to indemnify, defend, and hold harmless, SMUD, its directors, officers, agents, and employees against all claims, expenses, and liabilities asserted against SMUD by any third party arising from or related to the Equipment.
10. This Agreement is binding upon and shall ensure to the benefit of the parties hereto and their respective predecessors in interest, successors, assignees, heirs, and personal representatives.
11. Should any party hereto institute any action or proceeding to enforce any provision of the Agreement, or for damages by reason of any alleged breach of any provision of this Agreement, or for any other judicial remedy, including but not limited to equitable relief, the prevailing party shall be entitled to all costs and expenses thereby incurred, including but not limited to reasonable attorneys' fees.
12. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL and SMUD warrant that no promise, inducement or agreement, not expressed herein, has been made to them in connection with this Agreement.
13. No provision of this Agreement may be waived unless in writing and signed by the party against whom the waiver is claimed. Waiver of any provision of this Agreement shall not be deemed a waiver of any other provision of this Agreement.
14. This Agreement is the entire Agreement between the parties hereto with respect to the subject matter herein. This Agreement may be amended only by a written amendment executed by the parties hereto and stating that it is an amendment to this Agreement.

By signing and dating below, the parties agree to the conditions set forth in this Agreement as detailed herein.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ROSEMONT HIGH SCHOOL - Authorized Representative

Signature: _____

Date: _____

Name: _____

Title: _____

Sacramento Municipal Utility District - Authorized Representative

Signature: _____

Date: _____

Name: _____

Title: _____

SACRAMENTO MUNICIPAL UTILITY DISTRICT
INDUCTION COOKING EQUIPMENT DONATION AGREEMENT

DONATION RECIPIENT NAME: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
SCHOOL OF ENGINEERING & SCIENCES

EQUIPMENT LOCATION ADDRESS: 7345 Gloria Drive, Sacramento, CA 95831

The undersigned SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES hereby contracts with the Sacramento Municipal Utility District (SMUD) for the donation of induction cooktops & woks; sets of pots/pans; kitchen tools; and chef coats/aprons, as of 03/21/2025.

RECITALS

WHEREAS, SMUD, a California municipal utility district, has (2) induction cooktops (*Model: Vollrath 59300 12" Mirage Cadet Induction Range – Mirage Cadet Series*); (2) induction woks (*Model: Nuwave Induction Wok, 3 Wattages 600, 900, & 1500/Precise Temp Controls from 100F to 575F in 5F*); (2) sets of pots/pans; (2) sets of kitchen tools; and (2) chef coats/aprons; ("Equipment") on site which it is not using; and

WHEREAS, normal business operations require SMUD to engage in the disposition and lease of personal property in accordance with applicable law; and

WHEREAS, the Equipment will function as educational tools for vocational programs to effectively introduce induction technologies to students and provide hands-on training with induction cooking techniques, further ensuring that the developing workforce will have a basic understanding of the technologies they will encounter in the field; and

WHEREAS, Recipients will provide SMUD feedback on the learning outcomes resulting from use of the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES and SMUD ("Parties") agree as follows:

TERMS AND CONDITIONS

1. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES will abide by the terms and conditions of this Induction Cooking Equipment Donation Agreement ("Agreement").
2. This Agreement shall be effective as of the date of last execution by the parties ("Effective Date").
3. The Equipment is currently located at SMUD's Premises. SMUD staff will deliver Equipment to each school site, unless otherwise agreed upon by SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES and SMUD.

4. SMUD reminds SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES that the Equipment should be used with caution and safety in mind. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES acknowledges and agrees that there are inherent dangers associated with the use, maintenance, operation, storage, service, and repair of the Equipment. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES agrees to use the Equipment in a safe manner consistent with the above reminders.
5. SMUD has offered the Equipment to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES as a courtesy to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES, at no cost to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES with the understanding and agreement from SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES that SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES shall assume full and total responsibility for the Equipment. Therefore, SMUD cedes ownership of Equipment to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES, on a "where-is," no warranty basis. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES, by signing below, expressly accepts the Equipment in "as-is" condition and without warranty, including, without limitation, any express or implied warranty of merchantability or fitness for a particular purpose.
6. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES acknowledges and agrees that SMUD has made no representations or warranties to SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES of any kind or character concerning the suitability, fitness, merchantability, or condition of Equipment and hereby assumes full risk and responsibility for any action, accident, claim, loss, cost, or damage of any kind which might arise, or liability for injury to any other person or persons.
7. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES for itself, and assigns, hereby agrees to release and hold and save harmless SMUD, its directors, officers and employees, from any and all claims loss, cost, or damage of every kind, nature or description arising out of or in any way relating to the Equipment donated by SMUD. This Agreement shall be binding upon SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES and assigns, and shall inure to the benefit of SMUD and its successors, assigns, affiliates, agents, employees.
8. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT/SCHOOL OF ENGINEERING & SCIENCES agrees that the above terms adequately represent SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES'S understanding of the Agreement as it relates to all present, past, and future claims against SMUD, whether those claims are known or unknown and waives application of California Civil Code section 1542 which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES hereby waives application of California Civil Code Section 1542 and acknowledges that this means that if SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES should suffer any injuries, damages, or losses arising out the donation of the Equipment described above but of which SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES is not currently aware and which if known would materially affect the decision to execute this release SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES will not be able to make any claim for those injuries, damages, or losses.

9. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES hereby agrees to indemnify, defend, and hold harmless, SMUD, its directors, officers, agents, and employees against all claims, expenses, and liabilities asserted against SMUD by any third party arising from or related to the Equipment.
10. This Agreement is binding upon and shall ensure to the benefit of the parties hereto and their respective predecessors in interest, successors, assignees, heirs, and personal representatives.
11. Should any party hereto institute any action or proceeding to enforce any provision of the Agreement, or for damages by reason of any alleged breach of any provision of this Agreement, or for any other judicial remedy, including but not limited to equitable relief, the prevailing party shall be entitled to all costs and expenses thereby incurred, including but not limited to reasonable attorneys' fees.
12. SACRAMENTO CITY UNIFIED SCHOOL DISTRICT SCHOOL OF ENGINEERING & SCIENCES and SMUD warrant that no promise, inducement or agreement, not expressed herein, has been made to them in connection with this Agreement.
13. No provision of this Agreement may be waived unless in writing and signed by the party against whom the waiver is claimed. Waiver of any provision of this Agreement shall not be deemed a waiver of any other provision of this Agreement.
14. This Agreement is the entire Agreement between the parties hereto with respect to the subject matter herein. This Agreement may be amended only by a written amendment executed by the parties hereto and stating that it is an amendment to this Agreement.

By signing and dating below, the parties agree to the conditions set forth in this Agreement as detailed herein.

Sacramento City Unified School District/School of Engineering & Sciences - Authorized Representative

Signature: _____

Date: _____

Name: _____

Title: _____

Sacramento Municipal Utility District - Authorized Representative

Signature: _____

Date: _____

Name: _____

Title: _____



RECORD OF DONATIONS AND GIFTS

(Instructions provided on reverse side)

Name of Donor: SMUD
Address: 6301 S Street
City/State/Zip Code: Sacramento, CA 95817 Phone Number: 916-732-6721
Email: Tegan.Knifton@smud.org

Part 1 – Donation Information

I/We wish to donate to College and Career Readiness school site/department for the following program, grade, or activity (including Student Council, ASB, or school club), _____

Type of Donation

- ☐ Cash/check \$ _____ (Please make checks payable to the school or SCUSD)
☒ Supplies, equipment, property, etc. (estimated value) \$ See Attached
☐ Sponsorship \$ _____

Please check the box below that applies to this donation

- ☐ Donation is intended for a group/organization accounted for within the school's Student Body Fund (ASB). The donation (check/cash) will be deposited into the Student Body Fund account.
☐ Donation is unrestricted or intended for a District program (includes school site events/activities, not intended for school's groups/organizations.).

Part 2 – Donation Other than Cash - Equipment, vehicles, materials (examples: paint, cleaning products, lab materials, used technology, etc.) and instructional materials must be inspected/evaluated by the appropriate district official and cleared before Board approval and acceptance. Please contact the appropriate department for an inspection or evaluation appointment.

Description of Donation/Gift (Complete description of article, including serial number, etc.) _____

District Official Inspection: Cleared ☐ Not Cleared ☐ Signature: _____

Part 3 – Tax Receipt - This form is a temporary receipt until the Board acts to formally accept the charitable donation to a District program or school. Upon Board acceptance a letter will be issued to the Donor at the address listed on this form.

Part 4 – School Site/Department Representation

I understand the legal title to the funds/property being donated transfers to public funds and the property of the District. The District will ensure the donation is used as intended and in accordance with state and federal laws.

Administrator Name: M. Young Signature: M. Young Date: 3/25/20
for J. Ronald Brown
Send form to Accounting Services Box 802-A

Business Services Use Only:

Budget Code: _____ Amount: \$ _____ Date Posted: _____



RECORD OF DONATIONS AND GIFTS

(Instructions provided on reverse side)

Name of Donor: City of Sacramento - Council District 4

Address: 915 I Street

City/State/Zip Code: Sacramento, CA 95814

Phone Number: 9168086157

Email: rkausin@cityofsacramento.org

Part 1 – Donation Information

I/We wish to donate to Leataata Flooyd Elementary School school site/department for the following program, grade, or activity (including Student Council, ASB, or school club), Donation Fund

Type of Donation

☒ Cash/check \$82000 (Please make checks payable to the school or SCUSD)

☐ Supplies, equipment, property, etc. (estimated value) \$ _____

☐ Sponsorship \$ _____

Please check the box below that applies to this donation

☐ Donation is intended for a group/organization accounted for within the school's Student Body Fund (ASB). The donation (check/cash) will be deposited into the Student Body Fund account.

☒ Donation is unrestricted or intended for a District program (includes school site events/activities, not intended for school's groups/organizations.).

Part 2 – Donation Other than Cash - Equipment, vehicles, materials (examples: paint, cleaning products, lab materials, used technology, etc.) and instructional materials must be inspected/evaluated by the appropriate district official and cleared before Board approval and acceptance. Please contact the appropriate department for an inspection or evaluation appointment.

Description of Donation/Gift (Complete description of article, including serial number, etc.) _____

District Official Inspection:

Cleared ☐

Not Cleared ☐

Signature: _____

Part 3 – Tax Receipt - This form is a temporary receipt until the Board acts to formally accept the charitable donation to a District program or school. Upon Board acceptance a letter will be issued to the Donor at the address listed on this form.

Part 4 – School Site/Department Representation

I understand the legal title to the funds/property being donated transfers to public funds and the property of the District. The District will ensure the donation is used as intended and in accordance with state and federal laws.

Administrator Name: Maiuu-Sam Floyd

Signature: _____

Date: 05/07/25

Send form to Accounting Services Box 802-A

Business Services Use Only:

Budget Code: _____

Amount: \$ _____

Date Posted: _____