



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1g

Meeting Date: February 5, 2015

Subject: Approve First Amendment to Facilities Use Agreement: St. HOPE Public Schools

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

Division: Office of the Superintendent

Recommendation: Approve the First Amendment to Facilities Use Agreement (FUA) for St. HOPE Public Schools at 2315 34th Street, Sacramento, CA 95817

Background/Rationale: Pursuant Education Code Section 47614 (“Proposition 39”), public school facilities should be shared fairly among all public school pupils, including those in Charter Schools. Each school district shall make available, facilities sufficient for the charter school to accommodate all of the charter schools’ in-district students in conditions reasonably equivalent to those in other public schools of the district. The Charter Schools pay the District “Facilities Use Fees” based on a pro rata share facilities cost for the use of District facilities. The District and the Charter Schools have collaboratively worked together to define the specific terms of the Facility Use Agreements.

Financial Considerations: The District will receive from the Charter School the pro rata share of the facilities costs.

LCAP Goal(s): Family and Community Engagement

Documents Attached:

1. First Amendment to Facilities Use Agreement: St. HOPE Public Schools

Estimated Time of Presentation: N/A

Submitted by: Sue Lee, Ed.D., Charter Oversight Coordinator II

Approved by: José L. Banda, Superintendent

FIRST AMENDMENT TO FACILITIES USE AGREEMENT

This FIRST AMENDMENT TO FACILITIES USE AGREEMENT (“First Amendment”) is entered into by and between the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT (“District”) and St. HOPE Public Schools, a California non-profit public benefit corporation (“Non-Profit”), which operates Sacramento Charter High School, Public School No. 7, and Oak Park Preparatory Academy (Singularly or collectively, the “Charter Schools”). District and the Charter Schools may be referred to collectively herein as the “Parties.” All capitalized terms used in this First Amendment shall have the same meanings given such terms in the Original Agreement (as hereinafter defined), unless expressly superseded by the terms of this First Amendment.

RECITALS

A. On or about June 21, 2012, District and the Charter Schools entered into that certain Facilities Use Agreement (“Original Agreement”), pursuant to the terms of which District, in satisfaction of its obligations under Education Code section 47614 and Title 5 of the California Code of Regulations section 11969, et seq., granted to the Charter Schools the right to use those certain facilities located at 2315 34th Street, Sacramento, California (“Site”), as such facilities are more particularly described in the Original Agreement.

B. District and the Charter Schools now desire to amend the Original Agreement as hereinafter set forth.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Effective Date. The effective date of this First Amendment is February 6, 2015 (“Effective Date”).

2. Facilities. Notwithstanding anything stated in the Original Agreement to the contrary, as of the Effective Date, the Charter Schools shall have the right to use one additional building located at the Site, specifically the Pool Building (Building 008, as referenced in Exhibit A to Original Agreement). This building is comprised of approximately six thousand one hundred eighty-four (6,184) square feet. The Charter Schools shall use the Pool Building solely for the purposes set forth in the Charter Schools’ charter petitions and on the terms and conditions set forth in the Original Agreement. From and after the Effective Date, the term “Facilities”, as such term is defined in the Original Agreement, shall include the Pool Building.

3. Facilities Use Fee. The parties agree and acknowledge that with the addition of the Pool Building, the total square footage of the Facilities at the Sacramento High School site shall be two hundred sixty-five thousand one hundred eighty-six (265,186) square feet (243,364 square feet at the Sacramento High School site plus 21,822 square feet at the Strawberry Lane Site). From and after the Effective Date, District shall use two hundred sixty-five thousand one

hundred eighty-six (265,186) square feet to calculate the Charter Schools' monthly Facilities Use Fee pursuant to Section 4 of the Original Agreement.

4. Subject to Approval by Governing Board. This First Amendment confers no legal or equitable rights until it is approved by the District's Governing Board at a lawfully conducted public meeting.

5. Binding Effect. This First Amendment shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

6. Severability. If any provision of this First Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this First Amendment.

7. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate court in Sacramento County, California.

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

9. Execution in Counterparts. This First Amendment may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

10. Miscellaneous. Except as set forth in this First Amendment, all of the terms and provisions of the Original Agreement shall remain unmodified and in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be duly executed by their duly authorized representatives as of the last date set forth below.

DISTRICT:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: _____
José L. Banda
Superintendent

Date: _____, 2015

CHARTER SCHOOL:

St. HOPE Public Schools

By: _____
Enoch Woodhouse
Chief Executive Officer

Date: _____, 2015

Approved and ratified this ____ day of _____, 2015, by the Board of Education of the Sacramento City Unified School District by the following vote:

AYES: _____
NOES: _____
Abstentions: _____

Secretary to the Board of Education