AIMS K-12 College Prep Charter District

Facility Committee Monthly Meeting

Date and Time

Thursday March 11, 2021 at 5:00 PM PST

Location

Meeting ID: 922 1215 2054
Passcode: 350692

AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510) 220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting. **Comments and questions should be entered into the chat feature of the Zoom meeting.**
https://zoom.us/j/92212152054?pwd=M1NUdTEya0lFRC81RG9iL2xzSHhkZz09

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**5:00 PM**
	Opening Items			
	A. Call the Meeting to Order			
	B. Record Attendance and Guests			

		Purpose	Presenter	Time
C.	Public comments on Non-action items	Discuss		5 m

Public Comment on Non-Action Items is set aside for members of the Public to address the items on the Committee's agenda prior to each agenda item. The Committee will not respond or take action in response to Public Comment, except that the Committee may ask clarifying questions or direct staff. Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed twenty (20) minutes (10 minutes per section)

D.	Public comments on Action items	Discuss		5 m

Public Comment on Non-Action Items is set aside for members of the Public to address the items on the Committee's agenda prior to each agenda item. The Committee will not respond or take action in response to Public Comment, except that the Committee may ask clarifying questions or direct staff. Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed twenty (20) minutes (10 minutes per section)

II.	**Non-action Items**			**5:10 PM**
A.	Facilities Update	FYI	Marisol Magana	5 m
III.	**Action Items**			**5:15 PM**
A.	American Indian Public High School - Round 15(A) - State Charter School Facilities Incentive Grants.	Vote	Marisol Magana	5 m

The Facilities Committee will consider the approval of the American Indian Public High School - Round 15 (A) - State Charter Facilities Incentive Grant in the amount of $179,430.92 that will disburse over 19 months from February 2021 through August 2022.

B.	Blinds Installation for American Indian Public High School	Vote	Marisol Magana	5 m

The Facilities Committee will consider the approval of blind installation at the American Indian Public High in the amount of $29,002.88.

C.	Student Bathroom Upgrades for American Indian Public High School	Vote	Marisol Magana	5 m

		Purpose	Presenter	Time
	Facilities Committee will consider the approval of the student bathroom upgrades at the American Indian Public High School not to exceed $19820.00			
IV.	**Closed Session**			**5:30 PM**
A.	Public comments on Closed Session items	FYI		5 m
	Public Comment on Closed Session Items is set aside for members of the Public to address the items in this section prior to closed session. The Committee will not respond or take action in response to Public Comment, except that the Committee may ask clarifying questions or direct staff. Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed twenty (20) minutes (10 minutes per section).			
B.	Reconvene from closed session	FYI		5 m
V.	**Report from closed session**			
VI.	**Closing Items**			**5:40 PM**
A.	Items for next agenda	Discuss		5 m
B.	Adjourn Meeting	Vote		
C.	Notes	FYI		5 m

The next regular meeting of the Board of Directors is scheduled to be held on February 25, 2021, at 6:30 pm. AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510)220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

I, Kellie Minor, hereby certify that I posted this agenda on the AIMS website at https://www.aimsk12.org/board-directors on, February 8, 2021, at 4:55 PM. Certification of Posting

Coversheet

American Indian Public High School - Round 15(A) - State Charter School Facilities Incentive Grants.

Section: III. Action Items
Item: A. American Indian Public High School - Round 15(A) - State Charter School Facilities Incentive Grants.
Purpose: Vote
Submitted by: Marisol Magana
Related Material: Facilities Incentive Grant copy.pdf

BACKGROUND:

RECOMMENDATION:
Staff recommends that the committee accepts the Facilities Incentive Grant of $179,430.92 that will be awarded in disbursements over 19 months from February 2021 through August 2022

CALIFORNIA SCHOOL FINANCE AUTHORITY
STATE CHARTER SCHOOL FACILITIES INCENTIVE GRANTS PROGRAM
GRANT AGREEMENT NUMBER 15(A)-22

STATE CHARTER SCHOOL FACILITIES
INCENTIVE GRANTS PROGRAM (CFDA 84.282D)

By and Among:

California School Finance Authority

And

American Indian Public High,

A California Charter School

ARTICLE I - PURPOSE

A. THIS GRANT AGREEMENT (AGREEMENT) IS MADE this first day of February 2021 (Effective Date), between the California School Finance Authority (Authority) and American Indian Public High (CDS 1612590111856), a California Charter School operating as a non-profit public benefit corporation in accordance with Education Code Section 47604 (Subgrantee). The provisions of this Agreement shall be effective from and after the Effective Date until the termination of the Agreement as provided herein.

B. The Subgrantee has applied to the Authority for funding for its charter school facilities project (Project) under the State Charter School Facilities Incentive Grants Program (CFDA #84.282D) (Grant) and the regulations for its implementation provided in Title 4, California Code of Regulations, Section 10176 et seq.

C. Subgrantee's Application, which is attached hereto as Exhibit A, has been determined by the Authority to meet all eligibility requirements, and the Subgrantee was awarded a Grant through a competitive application process.

D. The Subgrantee's Project may involve reimbursement of eligible rent or debt service payments, construction or renovation of a facility, or the acquisition of a facility or real property.

E. The Authority proposes to grant an award to the Subgrantee from the State Charter School Facilities Incentive Grants Program on the terms and conditions herein contained.

F. The Subgrantee proposes to apply all funds received as a Grant award toward the Project on the terms and conditions herein contained.

G. The term of this Agreement shall be nineteen (19) months from February 1, 2021 through August 31, 2022, unless, at the Authority's discretion, the time period is amended in writing.

H. This Grant's apportionments are contingent upon the receipt of funds in each budget period as scheduled by the United States Department of Education.

CALIFORNIA SCHOOL FINANCE AUTHORITY
STATE CHARTER SCHOOL FACILITIES INCENTIVE GRANTS PROGRAM
GRANT AGREEMENT NUMBER 15(A)-22

ARTICLE II – DEFINITIONS

Section 2.1 – COMMITMENT LETTER means the Authority's notification to the Subgrantee that contains the terms and conditions of funding, attached hereto as Exhibit D (incorporated herein by reference).

Section 2.2 – DOCUMENT RESOLUTION means Authority resolution number 06-07 "Approving the Forms of Grant Agreement," dated January 24, 2006.

Section 2.3 – ELIGIBLE COSTS means those designated Project costs consistent with the Grant and the Grant Documents, and approved by the Authority as set forth in the Authority's Commitment Letter attached hereto as Exhibit D.

Section 2.4 –EXECUTIVE DIRECTOR means the Executive Director authorized to act on behalf of the Authority.

Section 2.5 – FUNDING RESOLUTION means Authority resolution number 19-25 "Approving Awards and Authorizing the Disbursement of Funds under the Fifteenth Funding Round of the State Charter School Facilities Incentive Grants Program," dated August 28, 2019.

Section 2.6 - GRANT or GRANT PROGRAM means the State Charter School Facilities Incentive Grants Program.

Section 2.7 – GRANT DOCUMENTS means this Agreement, Program Regulations, Subgrantee's Application, Document Resolution, Funding Resolution, and the Commitment Letter, including any and all exhibits to such documents.

Section 2.8 – GRANT PERIOD means the nineteen (19) month period commencing February 1, 2021 through August 31, 2022, unless, at the Authority's discretion, the time period is amended.

Section 2.9 – PROJECT means the project, as specifically described in the school's application and set forth in Exhibit E, unless a change in Project has been authorized by the Authority in writing pursuant to Program Regulations Section 10186.

Section 2.10 – REGULATIONS or PROGRAM REGULATIONS means the California Code of Regulations, Title 4, Division 15, Article 2 (commencing with section 10176), as may be amended from time to time.

ARTICLE III – DELEGATION OF AUTHORITY

Section 3.1 – Pursuant to the Funding Resolution, the Executive Director is authorized to take actions for, on behalf of, and in the name of the Authority, including, but not limited to:

(a) Taking all steps necessary with respect to the Subgrantee, including notifying the Subgrantee whether its Application has been approved for funding, preparing a Commitment Letter for the Subgrantee, preparing and executing the final form of Grant Agreement, and disbursing funds pursuant to the Grant Agreement and the Authority's Regulations;

(b) Approving changes in the Project when necessary and authorized under the Regulations;
(c) Drawing money from the Authority's Fund, not to exceed the amount approved by the Authority for the Subgrantee.
(d) Executing and delivering to the Subgrantee any and all documents necessary to complete the transfer of funds;
(e) Undertaking any and all actions necessary to execute and deliver any and all documents that the Executive Director deems necessary or advisable in order to effectuate the purposes of the Documents Resolution approved by the Authority; and
(f) Decreasing or increasing (increase by no more than 20 percent), assuming funds are available to make such increases, Subgrantee award amounts between the time of board approval and grant agreement execution.

ARTICLE IV – REPRESENTATIONS AND WARRANTIES

The Subgrantee makes the following representations and warranties to the Authority:

Section 4.1 – LEGAL STATUS. The Subgrantee represents and warrants that:
(a) An approved charter has been awarded and is in place and current at the time of application, and will remain so without interruption throughout the application review and approval process.
(b) The charter school is in good standing with its chartering authority and is in compliance with the terms of its charter at the time of application submission and will remain so without interruption throughout the term of the Grant. The Authority will rely on information from the chartering authority regarding the school's good standing and compliance with the terms of its charter. Charter schools may appeal any response by the chartering authority's staff directly to the chartering authority's governing board. It shall be the charter school's responsibility, and not the Authority's, to ensure that the good standing and compliance response letter is received by the stated deadline.
(c) The charter school has completed at least one school year of instructional operations under its current County-District-School (CDS) Code and charter number issued by the California Department of Education.
(d) If a district-dependent charter school, the school can demonstrate operational and financial autonomy from its authorizing district as set forth in Program Regulations Section 10177(d)(1)(a) through (d).
(e) The charter school is not a current Subgrantee pursuant to the 2014 State Charter School Facilities Incentive Grants Program (Rounds 13-15).
(f) At least eighty percent (80%) of the instructional time offered by the charter school shall be at the school site, and the charter school shall attain an average daily attendance (ADA) rate of at least eighty percent (80%) based on the school's most recent CALPADS or CBEDS report.
(g) The charter school is established pursuant to Education Code section 47600, et seq., and also meets the Federal definition of charter school as defined in section 5210(1) of the Elementary and Secondary Education Act of 1965 (20 USCA section 7221(i)), as amended by the No Child Left Behind Act of 2001.
(h) The charter school admits students by public lottery in the event more students want to attend the school than the school can accommodate and this process is outlined in the school's charter agreement.

CALIFORNIA SCHOOL FINANCE AUTHORITY
STATE CHARTER SCHOOL FACILITIES INCENTIVE GRANTS PROGRAM
GRANT AGREEMENT NUMBER 15(A)-22

(i) The charter school is able to demonstrate costs are eligible pursuant to Section 10178 of the Regulations.
(j) The charter school is in compliance with all other programs administered by the Authority, where applicable. Where an educational management organization (EMO) has submitted an application on behalf of a charter school, the compliance of affiliate charter schools within the EMO is not a requirement.
(k) The charter school is actively and continuously registered with System for Award Management (SAM) (www.sam.gov) and has no delinquent federal debt and has no active exclusions on the SAM record.
(l) The charter school shall not operate as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter organization.

The Subgrantee understands that to be eligible to receive funding under this Grant it must continuously satisfy each of these legal requirements, as they may be amended, throughout the length of time the Project will be assisted by the Grant Program.

Section 4.2 – AUTHORIZATION. This Agreement has been duly authorized, executed, and delivered by the Subgrantee, and is a valid and binding Agreement of the Subgrantee.

Section 4.3 – PROJECT. The Project as set forth in Exhibit E attached hereto meets the criteria defined in the Regulations.

Section 4.4 – ELIGIBLE COSTS. The costs set forth in Exhibit E attached hereto meet the criteria defined in Section 10178 of the Regulations. Grant funds may not be applied to costs other than those approved herein.

Section 4.5 – GRANT DOCUMENTS. The Subgrantee warrants that (a) the Subgrantee has access to professional advice to the extent necessary to enable the Subgrantee to fully comply with the terms of the Grant Documents; and (b) the Subgrantee has the full power and authority to execute the Grant Documents.

ARTICLE V - CONDITIONS PRECEDENT TO EACH DISBURSEMENT

The obligation of the Authority to make any disbursements under the Agreement is subject to all of the following conditions:

Section 5.1 – EVENT OF DEFAULT. There shall not exist an Event of Default, as defined in this Agreement, and there shall exist no event, omission, or failure of condition, which, after notice of lapse of time, would constitute an Event of Default, as defined in this Agreement.

Section 5.2 – DOCUMENTATION. The Subgrantee shall deliver to the Authority in form and substance satisfactory to the Authority this Agreement and any other documents required by the Authority prior to beginning monthly disbursements, and no later than February 28, 2021.

Additionally, the Subgrantee shall deliver to the Authority in form and substance satisfactory to the Authority any documents required by the Authority to verify continued eligibility prior to beginning each semi-annual disbursement cycle, no later than February 28 and August 31 of each year.

CALIFORNIA SCHOOL FINANCE AUTHORITY
STATE CHARTER SCHOOL FACILITIES INCENTIVE GRANTS PROGRAM
GRANT AGREEMENT NUMBER 15(A)-22

Section 5.3 – CERTIFIED RESOLUTION. This Agreement shall be accompanied by a certified resolution from the Subgrantee's governing body authorizing its execution (See Exhibit C hereof).

Section 5.4 – FUNDING CONDITIONS. The Subgrantee has met all terms and conditions of funding in accordance with the Regulations and the Authority's Funding Resolution.

Section 5.5 – TERMS OF COMMITMENT. In the event the Subgrantee has not fulfilled all terms and conditions precedent set forth in this Article IV within thirty (30) days of the Subgrantee's execution of this Agreement, the Authority's obligation under this Agreement shall automatically terminate, unless at the Authority's discretion, the time period is extended in writing.

ARTICLE VI – GRANT DISBURSEMENT PROCEDURES

Section 6.1 – DISBURSEMENT PROCEDURES. Disbursements of the Grant shall not commence until this Agreement is executed by all parties and the requirements of the Authority are satisfied. Disbursements of the Grant shall only be applied for the Eligible Costs of Project as set forth by the Authority and subject to the Authority's Funding Resolution. Pursuant to Section 10186 of Program Regulations, the Subgrantee shall obtain prior written authorization from the Authority for any change in the use of Grant funds.

Any unspent Grant funds and unspent investment earnings shall immediately revert to the Authority.

Section 6.2 - DISBURSEMENT PROCESS. The Subgrantee may request disbursement of Grant funds up to, but not exceeding, its total Grant award in accordance with the Eligible Costs set forth by the Authority. Only one disbursement request per month will be allowed against the Grant. In order to maintain eligibility to receive disbursements, requests for disbursement and verification of continued eligibility must be submitted during February and August of each year, or more often as disbursements may be requested, and must be supported by documentation sufficient in the Authority's determination to support payment.
Subgrantee must provide all documentation verifying Eligible Costs sufficient to allow disbursement of an annual portion (one-third) of the full award on or before August 31st of each year as described in Section 5.2 above. The Authority shall use its best efforts to respond to a disbursement request within thirty (30) business days after the receipt of such disbursement request. The request for disbursement must contain at least the information in substance and form of Exhibit B attached hereto and shall include:

- a copy of the prime construction contract including the clauses prescribed in 29 C.F.R. Subtitle A Part 5.5;
- the most recent Application and Certificate for Payment (Signed by the prime contractor/construction management company and notarized by a notary public);
- Updated Continuation Sheet (Completed by the prime contractor/construction management company and attached to the Application and Certificate for Payment);
- Any Change Orders (Provided by the prime contractor/construction management company); and
- Statement of Compliance (form WH 348) required by all vendors (contractor or

subcontractors) providing labor.

The Subgrantee shall not receive a disbursement until the Subgrantee corrects any deficiencies or discrepancies to the satisfaction of the Authority.

Incomplete documentation of annual Eligible Costs due each August will cause the Subgrantee to forfeit the undisbursed portion of the annual award (one-third of the full award), for the respective annual period.

Pursuant to section 10185 of Program Regulations, the Subgrantee shall provide verification that the Project has been initiated within one year of the award date and shall annually provide sufficient documentation to approve disbursement equal to each year's award. The Subgrantee also shall provide semi-annual progress reports to the Authority.

Funds are to be applied toward current costs at the time of disbursement and/or during the specified funding period; therefore, a delay in the processing of any disbursement may result in a loss of Grant funds. Grant funds may not be applied retroactively.

The Subgrantee's expenditure of Grant funds for uses not described in the Subgrantee's Application or the request for disbursements which deviate, without Authority authorization, in any category from the approved uses of Grant proceeds listed in the Commitment Letter and subject to the Authority's Funding Resolution, may result in the suspension of subsequent Grant disbursements and may be deemed by the Authority to constitute an Event of Default hereunder. The amount of all ineligible Grant expenditures shall be immediately repaid to the Authority.

If it is determined that funds are used for costs other than Eligible Costs, the Authority may suspend subsequent Grant disbursements. If warranted, the Authority may take action consistent with Article VIII of this Agreement.

Section 6.3 – AMOUNT OF DISBURSEMENT. Grant proceeds shall be disbursed up to the amount authorized under this Grant Agreement and only for Eligible Project Costs. Any unused Grant funds shall revert to the Authority.

Section 6.4 – DISBURSEMENT PERIOD. The initial disbursement of Grant proceeds shall be made no later than February 28, 2021 upon fulfillment of all requirements; and all Grant disbursements shall be disbursed no later than August 31, 2022. Consistent with Title 34, Code of Federal Regulations (CFR), Part 80 and 31 CFR Part 205, the Subgrantee must minimize the amount of time elapsing between the transfer of Grant funds and the disbursement of Grant funds to a reasonable time period (i.e. three days of the drawdown), such that the disbursements shall be paid out within three days of receipt.

ARTICLE VII – AFFIRMATIVE COVENANTS

Section 7.1 –CERTIFICATE OF COMPLETION. Upon disbursement of Grant funds, the Subgrantee shall certify to the Authority that the Project is complete, and shall provide a final report that sets forth the use of the funds, in letter format or as otherwise requested by the

CALIFORNIA SCHOOL FINANCE AUTHORITY
STATE CHARTER SCHOOL FACILITIES INCENTIVE GRANTS PROGRAM
GRANT AGREEMENT NUMBER 15(A)-22

Authority, and shall include all information with supporting documentation as described in section 10189 of the Regulations.

The final report shall be completed and two (2) printed copies shall be submitted to the Authority no later than sixty (60) days after the final disbursement of Grant funds, unless the time period is extended at the Authority's discretion.

Section 7.2 – LEGAL COMPLIANCE. The Subgrantee shall comply with the Authority's Regulations and all Federal requirements, as such may be amended from time to time throughout the Grant Period. These federal requirements include Section 5205 of the Elementary and Secondary Education Act; 34 CFR Part 226, when enacted, and 34 CFR sections 75.525, 75.600-617, and 80.36, pertaining to the State Charter School Facilities Incentive Grants Program.

The Subgrantee is responsible for continued and uninterrupted compliance with all Grant Program requirements.

Section 7.3 – ACCOUNTING RECORDS. The Subgrantee shall maintain an accounting system that accurately reflects fiscal transactions, with necessary controls and safeguards. This system shall provide an audit trail, including original source documents such as lease agreements, contracts, bidding procedures, receipts, progress payments, invoices, etc. related to the Project. The system also shall provide accounting data so the total cost of the facilities can be readily determined. These records shall be retained for a period of three years after submission of the certificate of completion and final report to the Authority or three years after the end of the funding period, whichever is longer. Such books and accounts shall be available for audit and/or review upon request by the Authority, the Bureau of State Audits, and the U.S. Department of Education.

Section 7.4 – LITIGATION. The Subgrantee shall promptly notify the Authority in writing of any administrative action or litigation, pending or threatened, by or against the Subgrantee or otherwise related to the Project or Subgrantee. For purposes of this item, the term "Subgrantee" shall include the charter school, the parent company of the charter school, and any subsidiary of the charter school if the subsidiary is involved in or will be benefited by the Grant or the Project. In addition to each of these entities themselves, the term "Subgrantee" shall also include the direct and indirect holders of more than ten percent (10%) of the ownership interests in the entity, as well as the officers, directors, principals, and senior executives of the entity if the entity is a corporation, the general and limited partners of the entity if the entity is a partnership, and the members or managers of the entity if the entity is a limited liability company.

Section 7.5 - NOTICE TO AUTHORITY. The Subgrantee shall:

(a) Promptly notify the Authority in writing of any uninsured or partially uninsured loss related to the Project through fire, theft, liability, or otherwise in excess of an aggregate of two thousand five hundred dollars ($2,500).

(b) Notify the Authority if the Subgrantee is not in good standing or the Subgrantee's charter is not renewed, or is revoked, or placed on probation at any time during the Grant Period, within 30 (thirty) days of receipt of notification of such action, including providing the

Authority with a copy of the document provided by the chartering entity notifying the charter school of such action.

(c) Notify the Authority, within 30 (thirty) days, of any material changes to the Subgrantee's facilities, enrollment, charter status, nonprofit status, financial condition, or scope of the Project that occurs between the time of application and the time the Subgrantee's final report is accepted by the Authority.

(d) Notify the Authority immediately if the facility subject to this Agreement is no longer operating as a charter school or if the number of students attending school at the facility decreases by 20 percent.

Section 7.6 – RELEASE. The Subgrantee hereby waives all claims and recourse against the Authority including, but not limited to, the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement, the Subgrantee's use of the Grant proceeds, the Subgrantee's business operations, or the Project. The provisions of this section shall survive the termination of this Agreement.

Section 7.7 – INDEMNIFICATION. The Subgrantee shall defend, indemnify and hold harmless the Authority, the State, and the Federal Government/U.S. E.D., and all officers, trustees, agents, and employees of the same, from and against any and all claims, losses, costs, damages, or liabilities of any kind or nature, whether direct or indirect, arising from or relating to the Grant, the Project, or the State Charter School Facilities Incentive Grants Program. The provisions of this section shall survive termination of this Agreement.

Section 7.8 - NON-DISCRIMINATION CLAUSE. The Subgrantee and its contractors and subcontractor*s* shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, culture, physical disability (including HIV and AIDS), mental disability, medical condition (cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age*,* marital status, and denial of statutorily-required employment-related leave. The Subgrantee and its contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Subgrantee and its contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Subgrantee and its contractors and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

ARTICLE VIII - NEGATIVE COVENANTS

The Subgrantee further covenants that so long as this Agreement is in effect, the Subgrantee will not, without prior written consent of the Authority:

CALIFORNIA SCHOOL FINANCE AUTHORITY
STATE CHARTER SCHOOL FACILITIES INCENTIVE GRANTS PROGRAM
GRANT AGREEMENT NUMBER 15(A)-22

Section 8.1 - USE OF FUNDS. Use any Grant proceeds for purposes other than as described in Exhibit E and approved by the Authority, the request for disbursement, or requirements of the Grant Program.

Section 8.2 – CHANGE IN PROJECT. Make any material change to the Project as described in Exhibit E or any of the Grant Documents, without prior written authorization of the Authority. Material changes may include, but are not limited to, a reduction of 20 percent in the number of students attending school at the facility subject to the Agreement, or a change in the lessor or lessee of the facility during the term of the Agreement.

ARTICLE IX – DEFAULT AND REMEDIES

Section 9.1 - EVENTS OF DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

(a) Any representation or warranty made by the Subgrantee, or anyone acting on its behalf, hereunder or under any of the Grant Documents, is incorrect in any material respect; or

(b) The Subgrantee's failure to perform or abide by any term or condition of this Agreement (including all requirements and covenants in Articles III through VII herein) or other Grant Documents, or comply with any other agreements between the Subgrantee and the Authority relating to this Grant; or

(c) Any substantial or continuous breach by the Subgrantee of any material obligations of the Subgrantee imposed by any agreements other than the Grant Documents with respect to the Grant; or

(d) Failure to use the funds for the approved purposes and under the requirements of the Grant Documents.

(e) Failure to maintain continued compliance with each of the requirements for eligibility, as they may be amended, for the length of time the Project will be assisted by the Grant Program.

Section 9.2 - NOTICE OF SUBGRANTEE'S DEFAULT AND OPPORTUNITY TO CURE. The Authority shall give written notice to the Subgrantee of any Event of Default by specifying:

(a) The nature of the event or deficiency giving rise to the Event of Default,
(b) The action required to cure the Event of Default, if an action to cure is possible, and
(c) A date, which shall not be less than thirty (30) calendar days from the mailing of the notice, by which such action to cure must be taken, if an action to cure is possible, provided, however, except with respect to a monetary Event of Default, so long as the Subgrantee has commenced to cure within such time, then the Subgrantee shall have a reasonable period, as determined by the Authority, thereafter within which to fully cure the Event of Default.

Section 9.3 – REMEDIES. In an Event of Default, the Authority may pursue any remedy available to it in law or in equity, including, but not limited to, forfeiture and return of all Grant funds and any accrued interest.

CALIFORNIA SCHOOL FINANCE AUTHORITY
STATE CHARTER SCHOOL FACILITIES INCENTIVE GRANTS PROGRAM
GRANT AGREEMENT NUMBER 15(A)-22

ARTICLE X – MISCELLANEOUS

Section 10.1 – AMENDMENTS. This Agreement may be amended, changed, or modified in writing signed by the Subgrantee and the Authority.

Section 10.2 - ENTIRE AGREEMENT. This Agreement, together with all agreements and documents incorporated by reference herein, constitutes the entire Agreement of the parties and is not subject to modification, amendment, qualification, or limitation except as expressly provided herein.

Section 10.3 – NOTICES. Unless otherwise expressly specified or permitted by the terms hereof, all notices, consents or other communications required or permitted hereunder shall be deemed sufficiently given or served if given in writing, mailed by first-class mail, postage prepaid and addressed as follows:

(i) If to the Subgrantee:

Attention:
Marisol Magana
American Indian Model Schools on behalf of
American Indian Public High
746 Grand Ave
Oakland, CA 94610

(ii) If to the Authority:

Attention:
Katrina Johantgen, Executive Director
California School Finance Authority
300 South Spring Street, Suite 8500
Los Angeles, CA 90013

Section 10.4 – COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

Section 10.5 – GOVERNING LAW, VENUE. This Agreement shall be construed in accordance with and governed by the Constitution and laws of the State of California applicable to contracts made and performed in the State of California. This Agreement shall be enforceable in the State of California and any action arising hereunder shall (unless waived in writing by the Authority) be filed and maintained in Sacramento, Sacramento County, California.

CALIFORNIA SCHOOL FINANCE AUTHORITY
STATE CHARTER SCHOOL FACILITIES INCENTIVE GRANTS PROGRAM
GRANT AGREEMENT NUMBER 15(A)-22

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in day and year first hereinabove written.

American Indian Public High:

By: _____ Date: _____
Signature

Print Contact Name, Contact Title: _____

CALIFORNIA SCHOOL FINANCE AUTHORITY:

By: _____ Date: _____
Katrina Johantgen, Executive Director

CALIFORNIA SCHOOL FINANCE AUTHORITY
STATE CHARTER SCHOOL FACILITIES INCENTIVE GRANTS PROGRAM
GRANT AGREEMENT NUMBER 15(A)-22

Exhibit A

SUBGRANTEE'S APPLICATION AND AMENDMENTS

CALIFORNIA SCHOOL FINANCE AUTHORITY
STATE CHARTER SCHOOL FACILITIES INCENTIVE GRANTS PROGRAM
GRANT AGREEMENT NUMBER 15(A)-22

Exhibit B

DRAFT

REQUEST FOR DISBURSEMENT OF GRANT PROCEEDS

[*Date of Request*]

Katrina Johantgen, Executive Director
California School Finance Authority
915 Capitol Mall, Suite 101
Sacramento, CA 95814

Dear Ms. Johantgen:

RE: Certification and Request for Disbursement of Round 15A Grant Funds for American Indian Public High (Subgrantee)

This is to request the next six monthly disbursements under the State Charter School Facilities Incentive Grants Program (CFDA 84.282D) as allowed by the Grant Documents.

I hereby certify and attest to each of the following for the current period through August 31, 2021:

1. The Subgrantee will continuously meet all eligibility requirements listed in Program regulations during this semi-annual disbursement cycle (Cal Code Regs., title 4, §10177).
2. The Subgrantee certifies that grant funds will not be used to pay for any facility cost associated with a Related Party or where there is an actual or perceived conflict of interest.
3. Disbursements from the California School Finance Authority to the Subgrantee shall be directed to the attention of [fill in name and official title] at the Subgrantee's official address, on file with the Authority as 746 Grand Ave., Oakland, CA 94610.
4. Grant funds will be applied toward the eligible Prop 39/District costs of a charter school facility for [fill in school name], a California charter school, Charter No. [fill in State Charter Number], CDS Code No. [fill in CDS number], currently operating at [fill in school address], as described in the school's project proposal.
5. None of the costs for which this disbursement is requested have been paid previously.
6. Each disbursement will be expended within three days, or the amount of time between transfer of funds and disbursement will be minimized, as determined by the United States Department of Education.
7. Interest will not be earned on these federal funds.
8. The Subgrantee will comply with the Federal A-133 audit requirements and will provide the Authority a copy of the single or program-specific audit as when available (www.whitehouse.gov/omb/circulars/a133/a133.html).

[Insert Official signature and signature block]

CALIFORNIA SCHOOL FINANCE AUTHORITY
STATE CHARTER SCHOOL FACILITIES INCENTIVE GRANTS PROGRAM
GRANT AGREEMENT NUMBER 15(A)-22

Exhibit C

CERTIFIED RESOLUTION OF SUBGRANTEE'S GOVERNING BOARD

American Indian Model Schools
A School at Work!

AIPCS I & II
Downtown Oakland Campus
171 12th Street
Oakland, CA 94607
Phone: 510.893.8701
Fax: 510.893.0345
Website: aimschools.org

AIPHS
Lakeview Campus
746 Grand Avenue
Oakland, CA 94610
Phone: 510.893.8701
Fax: 510.893.0345
Website: aimschools.org

Certificate of Resolution Adopted by Board of Directors

The undersign certifies that:

1. I am the president of the Board of Directors of American Indian Model Schools (AIMS) a California non-profit public benefit corporation.

2. American Indian Model Schools has the authority to act on behalf of American Indian Public High School, one of the charter schools that it operates.

3. On March 16, 2021, American Indian Model Schools Board of Directors unanimously accepted the terms and conditions of the California Finance Authority State Charter School Facilities Incentive Grant Program (CFDA # 84.282D) Grant Agreement Number 15A-22 ("The Grant Agreement") on behalf of itself and American Indian Public High School.

4. The Board President and Superintendent of American Indian Model Schools are each individually authorized to execute the Grant Agreement and any and all additional documents and filings related to same, including but not limited to its finalization, the disbursement of funds and the management of The Grant Agreement.

5. I declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

_____ _____

Date: Christopher Edington,
AIMS Board President

CALIFORNIA SCHOOL FINANCE AUTHORITY
STATE CHARTER SCHOOL FACILITIES INCENTIVE GRANTS PROGRAM
GRANT AGREEMENT NUMBER 15(A)-22

Exhibit D

AUTHORITY'S AWARD LETTER

CALIFORNIA SCHOOL FINANCE AUTHORITY

915 Capitol Mall, Suite 101
Sacramento, CA 95814
p (916) 651-7710
f (916) 651-7709

300 S. Spring Street, Suite 8500
Los Angeles, CA 90013
p (213) 620-4608
f (213) 620-6309

csfa@treasurer.ca.gov
www.treasurer.ca.gov/csfa

MEMBERS

FIONA MA, CPA, CHAIR
State Treasurer

TONY THURMOND
State Superintendent of
Public Instruction

KEELY MARTIN BOSLER
Director of Finance

EXECUTIVE DIRECTOR
Katrina M. Johantgen

February 25, 2021

Marisol Magana, Operations Director
American Indian Public High
and American Indian Model Schools
171 12th St, Oakland CA

Via E-mail: marisol.magana@aimschools.org

Dear Ms. Marisol Magana:

At its meeting on August 28, 2019, the California School Finance Authority (Authority) awarded a grant to American Indian Public High (CDS Code: 1-61259-0111856) under Funding Round 15(A) of the State Charter School Facilities Incentive Grants Program (Program) (CFDA #84.282D). Assuming ongoing eligibility, the per-pupil federal grant will be awarded in disbursements over 19 months from February 2021 through August 2022 to American Indian Public High for the project described below.

Project Description:	Prop 39/District costs for the charter school facilities located at: 746 Grand Ave Oakland, CA 94610
Total Grant Amount:	$179,430.92

Please note the award amount listed above is based on currently available information and is subject to change.

Grant funds are to be used for the immediate needs of the designated project and must be obligated and expended by the dates specified in the Grant Agreement (Cal. Code Regs., Title 4, §10185).

To confirm acceptance of the grant award and begin receiving disbursements, the Authority must receive the following documentation at the letterhead address by **March 26, 2021:**

1. Grant Agreement (including exhibits), signed by an official representative of the charter school;
2. Certified resolution of the school's governing board, accepting the terms and conditions of the Grant Agreement;
3. Request for Disbursement of Grant Proceeds (see Exhibit B of the Grant Agreement for a sample);
4. Proof of site control through August 31, 2022 (i.e. **executed** lease, title to property, purchase agreement, etc.;
5. Current charter;
6. Verification of eligibility to receive federal funds by being actively registered in SAM (System for Award Management) at https://www.sam.gov/SAM/ ;and
7. Signed State of California – Department of Finance Payee Data Record (STD 204).

In addition, to ensure subgrantees will receive all eligible disbursements by the close of the grant period, the Authority's regulations require current subgrantees provide verification of continued eligibility and confirmation of facility costs in February and August of each year. The regulations also provide that incomplete documentation will cause the subgrantee to forfeit an amount equal to one-sixth of the respective semi-annual disbursement cycle (March-August or September-February). If the documentation is still insufficient 30 days after February 28 or August 31, the subgrantee will forfeit nearly a third of the total award.

Special information for schools awarded funds for purchase, construction, or renovation:

- Per Section 10185 of the regulations, "Within one year of the grant award date, subgrantees that receive an award for purchase, construction, or renovation shall provide, in form and substance satisfactory to the Authority, any and all documents necessary to establish that the approved project has been initiated.
- Such subgrantees shall also provide the Authority with semi-annual progress reports and shall annually provide sufficient documentation, as determined by the Authority, to approve disbursements equal to one-third of the total award. Failure to draw down an amount equal to one-third of the total award annually will result in the loss of one-third of the total award, less any funds previously distributed in the applicable year. Funds will immediately revert to the Authority."

Please carefully review the Program regulations so you are aware of all ongoing Program requirements and deadlines:
https://www.treasurer.ca.gov/csfa/charter/regulations/regulations-article2.pdf.

If you have any question about the above information or the State Charter School Facilities Incentive Grants Program, please contact us at IncentiveGrants@treasurer.ca.gov.

Congratulations and welcome to the Program,

Sincerely,

Shannon McEuen

Program Manager

CALIFORNIA SCHOOL FINANCE AUTHORITY
STATE CHARTER SCHOOL FACILITIES INCENTIVE GRANTS PROGRAM
GRANT AGREEMENT NUMBER 15(A)-22

Exhibit E

LEASE AND AMENDMENT

Board Office Use: **Legislative File Info.**	
File ID Number	20-0614
Introduction Date	4/7/2020
Enactment Number	20-0492
Enactment Date	4/7/2020 lf

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To	Board of Education
From	Kyla Johnson-Trammell, Superintendent Sonali Murarka, Director – Office of Charter Schools
Board Meeting Date	April 7, 2020
Subject	In-Lieu of Prop 39 Facilities Use Agreement for 2020-21 Year for American Indian Public High School (AIPHS)
Action	Approval by the Board of Education of the In Lieu of Proposition 39 Joint Use Agreement with American Indian Public High School (AIPHS)
Background	The In Lieu of Proposition 39 Joint Use Agreement between District and AIPHS for joint use of the Lakeview campus located at 746 Grand Ave., Oakland, CA 94610, for a one year term, for the period from July 1, 2020 to June 30, 2021, the agreement is subject to earlier termination if AIPHS's program ceases to operate after a revocation, nonrenewal or surrender of the charter, and all appeals have been exhausted Parties may mutually agree in writing to extend the agreement. The Facility Use Fee for the year is $151,099.72.
Discussion	The language in this in-lieu of Prop 39 Facilities Use Agreement is similar to the language used in prior years. Approving this Facilities Use Agreement would ensure compliance with Prop 39 law.
Fiscal Impact	Revenue of $151,099.72 for 2020-21, calculated as (($4.94/sq ft) x (25,913 sq ft)) + (($4.94/sq ft) x 2) x (2,337 sq ft)) The charter school will pay separately for the costs of utilities and custodial services. Note that the district remains responsible for routine repair and maintenance at the site.
Attachment	Prop 39 FUA 2020-21 American Indian Public High School

FACILITIES USE AGREEMENT BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT AND
AMERICAN INDIAN PUBLIC HIGH SCHOOL
FOR USE OF CLASSROOM SPACE FOR EDUCATIONAL PURPOSES at
746 GRAND AVENUE, OAKLAND, CA 94610

THIS FACILITIES USE AGREEMENT ("Agreement") is effective this __ day of __, 2020 by and between the OAKLAND UNIFIED SCHOOL DISTRICT, a California public school district ("District") and **AMERICAN INDIAN PUBLIC HIGH SCHOOL**, a California non-profit public benefit corporation ("AIPHS" or "Charter School") for use of classroom space for educational purposes for grade(s) **9-12**. District and Charter School may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Charter School is a non-profit public benefit corporation that is operating a charter approved by the Oakland Unified School District under the laws of the Charter Schools Act of 1992 (Education Code §47600 *et seq*.); and

WHEREAS, the District and Charter School enter into this Agreement wherein the District and Charter School mutually agree that the Charter School will occupy classrooms and use facilities (the "Premises"), as particularly described in Exhibit A and located at 746 Grand Avenue, Oakland, CA 94610 (the "School Site") during the 2020-21 school year.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

AGREEMENT

1. Use of Premises. District agrees to allow use of the Premises at the School Site(s) by Charter School for the sole purpose of operating Charter School's educational program for grade(s) 9-12 in accordance with all applicable federal, state and local regulations relating to the Premises and to the operation of Charter School's educational program, and all associated uses therewith. Charter School shall not use the Premises for any use other than that specified in this Agreement without the prior written consent of District.

1.1. Charter School shall not commit, or suffer to be committed, any waste upon the Premises, or allow any sale by auction upon the Premises, or allow the Premises to be used for any unlawful purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or place any harmful liquids in the plumbing, sewer or storm water drainage system of the Premises. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Premises except in trash containers designated for that purpose.

1.2. Any uses which involve the serving and/or sale of alcoholic beverages and the conducting of games of chance are prohibited on the Premises. Charter School shall comply with the District-wide policy prohibiting the use of tobacco products on the Premises at all times.

1.3. Charter School shall not use or permit the use of the Premises or any part thereof for any purpose not consistent with a public educational facility.

1.4. Charter School shall require all invitees and guests to use the Premises only in conformance with the permitted use and with applicable governmental laws, regulations, rules and ordinances. The charter school shall comply with school district policies regarding the operations and maintenance of the school facility and furnishings and equipment, except to the extent variation is approved by the district. However, the charter school need not comply with policies in cases where actual school district practice substantially differs from official policies. Charter School shall comply with District policies and practices regarding Campus Security and Disruptions. Charter School shall comply with the District's most recently published policies and procedures regarding operations and maintenance of the Premises, which are accessible at www.OUSD.org under dropdown menu "Board of Education", "Board Policies." Where the Premises are damaged by the Charter School's invitees and/or guests, and the Charter School's negligence in supervising its invitees and/or guests was a contributing factor, the Charter School's insurance shall be primary for this damage.

1.5. Charter School shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the District's existing insurance rate or affect any fire or other insurance upon the Premises, or cause a cancellation of any insurance policy covering the Premises or any part thereof or any of the contents of the Premises, nor shall the Charter School sell or permit to be kept, used or sold in or about the Premises any articles which may be prohibited by a standard form policy of fire insurance.

1.6. **Civic Center Act**. Charter School agrees to comply with the provisions of the Civic Center Act (Education Code § 38131 *et seq.*) to make the Premises accessible to members of the community. The Parties understand that the Premises are to be used primarily for educational programs and activities and, as such, any use of the Premises by the Community shall not interfere with Charter School's educational program or activities. Any request received by Charter School for use of the Premises pursuant to the Civic Center Act shall be promptly forwarded to the District. District shall be responsible for coordinating access to the Premises under the Civic Center Act, and any fee paid for use of the Premises under the Civic Center Act shall be paid to the District, unless the Charter School under this Agreement bears the responsibility of paying for day-to-day or routine maintenance, in which case the fee shall be paid to the Charter School.

2. Term.

2.1. The term of this Agreement shall be for **one year**. The commencement date shall be July 1, 2020, ("Commencement Date"), and, unless sooner terminated under any provision hereof, this Agreement shall end on June 30, 2021 ("Term"). However, the Parties agree that Charter School shall take possession of the Premises on a date to be mutually agreed upon between the Parties. The Premises will be made available to Charter not later than August 1, 2020.

3. Use Fee

3.1. For and in consideration of the use of the Premises for the Term of this Agreement, Charter School agrees to pay District the 2020-21 Proposition 39 per square foot rate for the 25,913 square feet the Charter School is allocated based on Proposition 39, and two (2) times the 2020-21 Proposition 39 per square foot rates for the additional 2,337 square feet the Charter school is being allocated ("Use Fee").

3.2. The Use Fee shall be paid quarterly during the school year, according to the following schedule: 25% by October 1; 25% by December 1; 25% by March 1; 25% by July 15.

3.3. Utilities

District shall furnish or cause to be furnished to the Premises necessary utilities. For purposes of the Agreement, utilities include electrical, natural gas, sewer, waste disposal/recycling and water services. The District's failure to furnish or cause to be furnished utilities when the failure is caused by (i) acts beyond the reasonable control of the District; (ii) strikes, lockouts, labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, regulations, requirements or any other action by federal, state, county or municipal authority; or (iv) any other unavoidable delay, shall not cause the District to be in default of the Agreement and shall not result in any liability of the District. Charter School shall comply with all District energy conservation policies relating to use of the Premises. Charter School agrees to pay the District the following sums:

64.81% of the total utilities costs for the School Site, as calculated based on the Charter School's proportional square foot usage of the School Site. Charter School will be billed by District and payment will be due in three installments during the school year, according to the following schedule: January 10; May 1; July 15.

3.4. Charter School acknowledges that late payment by Charter School to District of the Use Fee and other sums due hereunder will cause District to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if District does not receive any installment of the Use Fee or any other sum due from Charter School by 4:00 p.m. within ten (10) days after such amount is due, Charter School shall pay to District, as an additional Use Fee, a late charge equal to five percent (5%) of such overdue amount or the maximum amount allowed by law, whichever is less. The Parties hereby agree that such late charges represent a fair and reasonable estimate of the costs District will incur by reason of late payment by Charter School. Acceptance of any late charge by District shall in no event constitute a waiver of Charter School's default with respect to the overdue amount, nor prevent District from exercising any of its other rights and remedies granted hereunder.

4. **Internet.** The Charter School shall obtain its own internet service and telephone provider and shall assume sole responsibility for obtaining all hardware at its own expense, as well as upkeep and maintenance of all telephone systems, data lines, and related equipment, software and hardware. Charter School may use any pre-existing T-1 Line located in the Dedicated Space, if any. In the

event Charter School uses a pre-existing T-1 Line, Charter School shall transfer billing of the line to Charter School upon approval from the District's Technology Services Department.

5. **Furnishings and Equipment.** The Charter School may continue to use any District furnishings and equipment previously provided; no additional furnishings or equipment will be provided.

6. **Additional Services.** Charter School and District may negotiate additional services or equipment as requested by Charter School. District shall assess Charter School separately for the cost to provide the additional services or equipment, if any.

7. **Shared School Site and Recreational Facilities.** Charter School acknowledges and understands that the Premises are located in an operating public school site. As such, the School Site and the playgrounds, common areas, recreational facilities and other outdoor play areas (collectively "Shared Space") may be used by other parties, including the District. The District and Charter School shall have priority for use of the School Site over other parties, and shall meet and confer with respect to joint use agreements that are in effect between the District and a third party at the time of execution of this Agreement. Charter School shall cooperate with the other parties and the District in reaching amicable arrangements concerning the use, maintenance and security of the Shared Space. To facilitate cooperative working relationships on shared campuses, the District encourages charter schools and District schools on a shared campus to negotiate terms of their arrangements in advance of the beginning of the school year.

8. **Parking.** Charter School shall abide by District and School Site policies concerning the use of parking, including the District policy relating to the drop-off and pick-up of students. Charter School may instruct its visitors, invitees and guests to park on available street parking. Charter School shall not abandon any inoperative vehicles or equipment on any portion of the School Site. District shall not be liable for any personal injury suffered by Charter School or Charter School's visitors, invitees and guests, or for any damage to or destruction or loss of any of Charter School or Charter School's visitors, invitees, or guests' personal property located or stored in street parking, or the School Site, except where such damage is caused by the District's negligence or misconduct. Charter School accepts parking "as is" and Charter School acknowledges that District has not made and is not making any warranties whatsoever with respect to the parking.

9. **Proposition 39**

9.1. The parties agree that the Charter School's use and occupation of the Premises under this agreement shall constitute an "alternative to specific compliance" with the provisions of Proposition 39 and its implementing regulations under Cal. Admin. Code tit. 5, § 11969.1(b) for the 2020-21 Prop. 39 cycle.

10. **Condition of Premises.**

10.1. District shall not be required to make or construct any alterations including structural changes, additions or improvements to the Premises. District shall, however deliver the Premises to the Charter School in compliance with the requirements of the Americans with Disabilities Act, California Fair Employment and Housing Act, and other applicable building code standards. Charter School, and not the District shall be responsible for compliance with the Americans with Disabilities Act, California Fair Employment and

Housing Act, and other applicable building code standards in connection with any modification to the Premises by Charter School after Charter School takes possession of the Premises. By entry and taking possession of the Premises pursuant to this Agreement, Charter School accepts the Premises.

10.2. Charter School acknowledges that neither District nor District's agents have made any representation or warranty as to the suitability of the Premises for Charter School's Program except as set forth herein. Any agreements, warranties or representations not expressly contained in this Agreement shall in no way bind the District or Charter School, and District and Charter School expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement.

10.3. The Parties agree that if the structural elements of the Premises become damaged to a lesser condition than currently exists, and if the structural damage is due to no negligence of Charter School, then District will repair the damage in order to bring it back to a condition which is similar to the condition which existed at the time Charter School took possession of the Premises. District may, however, terminate this Agreement if the cost to repair the Premises exceeds Two Hundred Fifty Thousand dollars ($250,000) per incident. District may, in its sole discretion, pro-rate the Use Fee during the "repair" period, if the resulting structural damage prohibits Charter School from carrying out its normal daily activities. If District elects not to perform a repair estimated to cost in excess of Two Hundred Fifty Thousand dollars ($250,000), Charter School may elect to remain in possession of the Premises and pay the Pro Rata Share, unless revised through mutual agreement of the Parties, or Charter School may elect to terminate this Agreement. If either District or Charter School terminates this Agreement for just cause as set forth herein, the District shall immediately use its best efforts to immediately provide the Charter School with reasonably equivalent alternative facilities to accommodate its projected in-District ADA for the remaining term of this Agreement.

11. Title to School Site(s) / Classroom Buildings. The Parties acknowledge that title to the School Site and Premises is held by District.

12. District's Entry and Access to Premises. District and its authorized representatives shall have the right, after two school-days' prior written notice to Charter School, to enter the Premises during normal business hours for the purpose of inspection ("Inspection"). However, the District may provide less than two school-days' prior written notice with good cause. Provided, however, that in an emergency situation, no prior notice shall be required. In an emergency, District shall give notice to Charter School immediately upon District's receipt of notification of any emergency. If Charter School is not present to open and permit an entry into the Premises in an emergency situation as reasonably determined by District, District may enter by means of a master key without liability to Charter School.

12.1. If Charter School is violating the use restrictions of the Agreement or is not in material compliance with any applicable law, then all reasonable costs and expenses reasonably and actually incurred by District in connection with any Inspection shall become due and payable by Charter School as additional sums due District, within ten (10) days of presentation by District of an invoice for the Inspection.

12.2. If Charter School fails to perform any covenant or condition to be performed by Charter School pursuant to the Agreement, District and its authorized representative shall have the right, after reasonable prior written notice to Charter School, to enter the Premises during normal business hours for the purpose of performing the covenant or condition at District's option after thirty (30) days' written notice to and failure to perform by Charter School (provided, no written notice is required in the case of emergencies). All costs incurred by District in shall be reimbursed to District by Charter School within ten (10) days of written demand, together with interest at the Interest Rate computed from the date incurred by District until paid. Any performance by District of Charter School's obligations shall not waive or cure the default. All reasonable out-of-pocket costs and expenses actually incurred by District, including reasonable attorneys' fees (whether or not legal proceedings are instituted), in collecting the fees herein or enforcing the obligations of Charter School under the Agreement shall be paid by Charter School to District within ten (10) days of written demand.

12.3. District may, during the progress of such work, keep and store on the Premises all necessary materials, tools, supplies and equipment, but shall do so in a manner designed to limit the inconvenience, annoyance, disturbance, loss of business, or other damage to Charter School. District shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Charter School by reason of making the repairs or the performance of any work.

12.4. Notwithstanding the foregoing and without further notice, District shall have the right to enter the Premises to conduct its own operations, to perform any routine or deferred maintenance, custodial services, or conduct inspections of the Premises. District will use reasonable efforts during the course of any access of the Premises to not disrupt Charter School's classroom and instructional activities consistent with District's practices at its schools. Where practicable, District shall provide relevant scheduling information to Charter School.

12.5. Charter School expressly waives any claim for damages for any inconvenience to or interference with the Charter School's educational program, any loss or use of quiet enjoyment of the Premises related to District's entry into the Premises for the purposes identified in this Section.

13. Surrender of Premises.

13.1. On the last day of the Term, or on sooner termination of this Agreement, Charter School shall surrender in good order, condition, and repair the Premises to District and any existing improvements made by Charter School that were approved by the District, and any structural improvements made by District subsequent to the Commencement Date, excepting normal ordinary wear and tear, and free and clear of all liens, claims and encumbrances, though nothing in this provision shall be construed to authorize Charter School to allow or cause to be placed any liens, claims and/or encumbrances of any kind, unless expressly permitted in this Agreement. This Agreement shall operate as a conveyance and assignment to District of any improvements identified by District to remain on the Premises.

13.2. Charter School shall remove from the Premises all of Charter School's personal property, trade fixtures, and any improvements made by Charter School which Charter School and District agreed would be removed by Charter School. Removal of Charter School's property shall be subject to all applicable laws, including any local permits and/or approval by the California Department of General Services, Division of the State Architect.

13.3. All property that is not removed on or before the end of the Term shall be deemed abandoned by Charter School and associated costs to store, remove or dispose of abandoned property shall be the responsibility of the Charter School. If the Premises are not surrendered at the end of the Term or upon earlier termination of this Agreement, Charter School shall indemnify District against loss or liability resulting from delay by Charter School in surrendering the Premises including, without limitation, any claims made by any succeeding Charter School or loss to District due to lost opportunities to timely obtain succeeding tenants.

13.4. **Holding Over**. If Charter School remains in possession of the Premises or any part thereof after the end of the Term or upon earlier termination of this Agreement without the express written consent of District, Charter School's occupancy shall be a tenancy on a month-to-month basis for a pro rata share equal to one hundred fifty percent (150%) of all monthly sums charged and owing the previous thirty (30) calendar day period.

13.5. No payment of money by Charter School after the termination of the Agreement, or after the giving of notice of termination by the District to the Charter School, shall reinstate, continue or extend the Term.

13.6. **Overallocation of Space**. The Charter School's projected in-District Average Daily Attendance ("ADA") for the 2020-21 school year, upon which the Premises are provided, is 386.25. The Charter School's actual ADA during the term of this Agreement shall not exceed its projected ADA by 10%. The parties agree that the overallocation provisions under the California Code of Regulations, Title 5, section 11969.8 only shall apply to this Agreement.

14. **Taxes and Assessments**. Charter School shall pay any assessment on the Premises, including any improvements which Charter School constructs or causes to be constructed on the Premises, whether real estate, general, special, ordinary or extraordinary, or rental levy or tax, improvement bond, and/or fee imposed upon or levied against the Premises or Charter School's legal or equitable interest created by this Agreement, and the taxes assessed against and levied upon Charter School's alterations and utility installations that may be imposed by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Premises' address and where the proceeds so generated are applied by the city, county or other local taxing authority having jurisdiction. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. Nothing in this Section shall be construed to override the requirement in the Section "Title to and Removal of Charter School's Improvements/Premises; Equipment Requirements" of this Agreement that Charter School obtain the express written consent of the District to perform any improvements on the site, unless expressly permitted by this Agreement.

15. Maintenance.

15.1. Charter School agrees to provide, at its own cost and expense, any and all day to day maintenance and operations for the Premises. Maintenance to be provided by Charter School shall be consistent with the standards set forth in Section 1.4 of this Agreement and shall insure safe and healthful use.

15.2. District shall have no day to day maintenance or repair obligations with respect to the Premises. Charter School hereby expressly waives the provisions of Subsection 1 of section 1932 and sections 1941 and 1942 of the Civil Code of California and all rights to make repairs at the expense of District as provided in section 1942 of the Civil Code.

15.3. **Deferred Maintenance**. District shall be responsible for the major maintenance of the Premises. For purposes of the Agreement, "major maintenance" includes, for example, the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. The District shall only be obligated to perform deferred maintenance on the Premises on an equivalent basis as that performed at other comparable District school sites.

Routine Repair, Cleaning and General Maintenance – Co-located School Sites. Notwithstanding Sections 15.1 and 15.2, in cases of co-location between the District and Charter School, District shall be responsible for the routine repair, cleaning and general maintenance of the Premises and any furnishing or equipment provided to Charter School. For purposes of the Agreement, "routine repair, cleaning and general maintenance" shall mean the school facility component work performed on an annual basis each year to keep facilities in proper operating condition. District shall also be responsible for ongoing operations and maintenance of the facilities on the Premises as defined in California Code of Regulations, Title 5, section 11969.4(b). The District shall only be obligated to perform routine repair, cleaning and general maintenance on the Premises on an equivalent basis as that performed at other comparable District school sites. Charter School will be responsible for its fair share of routine repair, cleaning, custodial costs of District provided custodian, and general maintenance costs.

16. Title to and Removal of Charter School's Improvements / Premises; Equipment Requirements.

16.1. Charter School shall not construct or cause to be constructed on the Premises any improvements ("Charter School's Improvements") without express prior written consent from the District. For District consent and approval, Charter School's Improvements must be considered necessary to the operation of Charter School's educational program. The District shall have sole discretion to determine whether or not to provide approval. At the time the District considers the Charter School's request to construct improvements on the Premises, the District will inform the Charter School, in writing, whether it will require the Charter School to remove the Charter School Improvements at the expiration or earlier termination of the Term.

16.2. Charter School shall at its expense obtain all necessary environmental and governmental approvals and permits, including, without limitation, the California Environmental Quality

Act (Government Code section 21000 et seq.) ("CEQA"), the Field Act (Education Code section 17280 et seq.), any other applicable Building Code requirements, the Americans with Disabilities Act of 1990, (42 U.S.C. § 12101 and applicable State law governing access to facilities, as well as any necessary approvals from any local authority including any Site(s), grading, zoning, design review and other required permits or approvals, if applicable, prior to commencing construction and shall provide District with evidence of approval by all applicable governmental agencies. To the extent that the District assumes lead agency status for any "project" under CEQA related to the provision of facilities under this Agreement, Charter School agrees to reimburse the District for any and all reasonable costs and expenses related to achieving compliance with CEQA.

16.3. Any modifications to the Premises must be approved in writing in advance by District. Charter School's contractor must be approved in advance by District, which approval shall not be unreasonably withheld. All contractors and subcontractors of Charter School, if any, shall be duly licensed in the State of California. bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. Charter School must follow all applicable procurement laws with respect to the Eligible Improvements; issue requests for proposals for all projects to obtain competitive pricing; adhere to prevailing wage laws; shall make best efforts to comply with the local hiring requirements in accordance with District Administrative Regulation and Board Policy 7115 ("Capital Program / Construction Related Local, Small Local and Small Local Resident Business Enterprise Program, and Board Policy"); and adhere to all applicable minimum wage requirements. Charter School is encouraged to incorporate Collaborative for High-Performance Schools standards into the design of all improvements made under this Agreement and is encouraged to incorporate all editions of the California Green Building Standards Code.

16.4. Under all circumstances, Charter School must seek and receive approval from the Division of the State Architect for any of Charter School's Improvements if required by DSA.

16.5. Charter School shall not install any ovens, stoves, hot plates, toasters, or similar items (not including microwave ovens) without the prior written consent of the District.

16.6. Charter School shall at all times indemnify and hold District harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures or improvements by, at the direction of, the Charter School within the Premises, and from the cost of defending against such claims, including attorney's fees. Charter School shall provide District with at least ten (10) days written notice prior to commencement of any work which could give rise to a mechanics' lien or stop payment notice. District has the right to enter upon the Premises for the purpose of posting Notices of Non-responsibility. In the event a lien is imposed upon the Premises as a result of such construction, repair, alteration, or installation, Charter School shall either:

16.6.1. Record a valid Release of Lien; or

16.6.2. Deposit sufficient cash with the District to cover the amount of the claim on the lien in question and authorize payment to the extent of the deposit to any

subsequent judgment holder that may arise as a matter of public record from litigation with regard to the lien-holder claim; or

16.6.3. Procure and record necessary bonds that frees the Premises from the claim of the lien from any action brought to foreclose the lien.

If Charter School fails to accomplish one of these three optional actions within fifteen (15) days after the filing of any lien or stop payment notice, the Agreement shall be in default and shall be subject to immediate termination.

16.7. If required by the District at the time it approved the Charter School's Improvements, on or before the expiration of this Agreement, or within thirty (30) days after any earlier termination of this Agreement, Charter School shall remove Charter School's Improvements, at its sole expense. Charter School shall repair any damage to the School Site and/or the Premises caused by removal of Charter School's Improvements and restore the School Site and the Premises to good condition, less ordinary wear and tear. In the event that Charter School fails to timely remove Charter School's Improvements, District, upon fifteen (15) days written notice, may either (1) accept ownership of Charter School's Improvements with no cost to District, or (2) remove Charter School's Improvements at Charter School's sole expense. If the District chooses to accept ownership of Charter School's Improvements, Charter School shall execute any necessary documents to effectuate the change in ownership of Charter School's Improvements. If the District removes Charter School's Improvements, Charter School shall pay all invoices for the removal of Charter School's Improvements within thirty (30) days of receipt of an invoice.

17. Safety of Premises. The School Site, including the Premises, may be monitored by a safety system or protocol implemented, maintained and operated by District ("District's Safety Measures"). However, Charter School specifically acknowledges, understands, and agrees that District is neither responsible for nor has the obligation to supply, provide, establish, maintain, or operate District's Safety Measures for either Charter School or the Premises, except that the District's police service will be responsible for monitoring and surveying the Premises consistent with its practice for other District school sites, will respond to calls for police presence from the Charter School, and will notify the Charter School, consistent with its policies and protocols for all District schools, if the Premises are broken into, defaced, or damaged or District police are otherwise notified about information related to the Premises. Charter School shall develop a School Safety Plan under Education Code section 47605(b)(5)(F)(ii).

18. Fingerprinting and Criminal Background Verification. Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code section 45125.1.

19. Default.

19.1. **Charter School's Default**. The occurrence of any one of the following events shall be considered a default of the Agreement by Charter School:

19.1.1. The failure of Charter School to promptly pay the Use Fee or other fees or indebtedness identified herein when due hereunder, which failure continues for fifteen (15) days after written notice thereof by District to Charter School; provided, however, that any notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and the three (3) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

19.1.2. The revocation or non-renewal of the Charter School's charter, upon exhaustion of any appeals as provided under Education Code sections 47605 or 47607;

19.1.3. The failure of Charter School to observe or perform any of its other covenants or obligations hereunder, which failure continues for thirty (30) days after written notice thereof by District to Charter School (unless the nature of the default is such that more than thirty (30) days are required for its cure and Charter School shall have commenced a cure within the thirty (30) day period and thereafter diligently prosecute the same to completion; provided, however, in no event shall the default continue for more than ninety (90) days after written notice thereof by District to Charter School); provided, however, that any notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and the thirty (30) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

19.1.4. Charter School's abandonment of the Premises for a period of fifteen (15) consecutive days (with or without the payment of fees), it being agreed that the fact that any of Charter School's property remains in the Premises shall not be evidence that Charter School has not vacated or abandoned the Premises; provided, however, any normal holidays or vacation days shall not constitute abandonment of the Premises;

19.1.5. The making by Charter School of any general assignment or general arrangement for the benefit of creditors; the filing by or against Charter School or any guarantor of the Agreement of a petition to have Charter School or any guarantor of the Agreement adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Charter School or any guarantor of the Agreement, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of the Charter School's assets located at the Premises, or of Charter School's interest in the Agreement, where possession is not restored to Charter School within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Charter School's assets located at the Premises or of Charter School's interest in the Agreement, where such seizure is not discharged within thirty (30) days;

19.1.6. The making or furnishing by Charter School of any warranty, representation or statement to District in connection with the Agreement, which is false or misleading in any material respect when made or furnished; or

19.1.7. The assignment, subletting or other transfer, or any attempted assignment, subletting or other transfer, of the Agreement.

In the event of any default by Charter School, District shall have the right, in addition to all other rights available to District under the Agreement or now or later permitted by law or equity, to terminate the Agreement by providing Charter School with a notice of termination. Upon termination of the Agreement, District may recover from Charter School the worth at the time of award of the unpaid Rent and any other accrued fees which are due at the time of termination. In addition, upon termination, Charter School shall immediately vacate the Premises.

The rights and remedies of District set forth herein are not exclusive, and District may exercise any other right or remedy now or later available to it under the Agreement, at law or in equity.

19.2. **District's Default**. District shall not be in default of any of its obligations hereunder, unless District fails to perform such obligations within a reasonable time, but in no event less than thirty (30) days, after written notice by Charter School to District specifying that District has failed to perform its obligations; provided, however, that if the nature of District's default requires more than thirty (30) days to cure, District shall not be in default if District commences a cure within thirty (30) days and thereafter diligently prosecutes the same to completion. If the District defaults hereunder, then Charter School may have by reason of such default all remedies available at law or equity, which includes the remedy of self-help and deduction of reasonable self-repair costs from the pro rata share payments owed.

19.2.1. Charter School shall have no rights as a result of any default by District until Charter School gives thirty (30) days' notice to District specifying the nature of the default. If the District defaults hereunder after receipt of the Charter School's written notice, then Charter School may have by reason of such default remedies including the remedy of self-help and deduction of reasonable self-repair costs from the pro rata share payments owed.

20. Reciprocal Indemnification.

District and Charter School hereby agree and acknowledge that the relationship between District and Charter School for purposes of this Agreement is solely a landlord/tenant relationship and not a principal/agent relationship or any other relationship. Charter School is acting on its own behalf in operating from the Premises any school thereon (or any other purpose(s) thereupon) and is not operating as an agent of District. Except where the losses, costs, damages, expenses, and liabilities (including without limitation court costs and reasonable attorneys' fees) are caused by District's negligence or misconduct, to the fullest extent permitted by law, Charter School ("Indemnifying Party") shall indemnify, defend, release and protect District, its affiliates, successors and assigns, and its officers, directors, shareholders, board members, other members, partners, agents and employees ("Indemnified Party" or "Indemnified Parties") and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) (collectively "Claims") incurred in connection with or arising from any cause (i) in the use or occupancy by Charter School of the Premises (including without limitation, the operation by Charter School of the

School from the Premises), or (ii) in connection with the operations by Charter School at the Premises, including without limiting the generality of the foregoing:

(a) Any default by Charter School in the observance or performance of any of the terms, covenants or conditions of the Agreement on Charter School's part to be observed or performed;

(b) The use or occupancy of the Premises by Charter School of any person claiming by, through or under Charter School or Charter School's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invites, or any such person in, on or about the Premises either prior to, during, or after the expiration of the Term of the Agreement (singularly, "Liability"; collectively, "Liabilities"); and

(c) Any claim by a third party that District is responsible for any actions by Charter School in connection with any use or occupancy of the Premises or in any way related to this Agreement.

Except where the losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) are caused by Charter School's negligence or misconduct, to the fullest extent permitted by law, District shall ("Indemnifying Party") shall indemnify, defend, release and protect Charter School, its affiliates, successors and assigns, and its officers, directors, shareholders, board members, other members, partners, agents and employees ("Indemnified Party" or "Indemnified Parties") and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) (collectively "Claims") incurred in connection with or arising from any cause (i) in the use or occupancy by District of the Premises (including without limitation, the operation by District of operations on the Premises), or (ii) in connection with the operations by District at the Premises, including without limiting the generality of the foregoing:

(a) Any default by District in the observance or performance of any of the terms, covenants or conditions of the Agreement on District's part to be observed or performed;

(b) The use or occupancy of the Premises by District or any person claiming by, through or under District or District's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invitees, or any such person in, on or about the Premises either prior to, during, or after the expiration of the Term of the Agreement (singularly, "Liability"; collectively, "Liabilities"); and

(c) Any claim by a third party that Charter School is responsible for any actions by District in connection with any use or occupancy of the Premises or in any way related to this Agreement.

The provisions of this Section 19 shall survive the expiration or sooner termination of this Use Agreement. An Indemnifying Party shall, upon request by an Indemnified Parties, 2019-2020 Facilities Use Agreement –Facilities Use Agreement Page 14 undertake the defense of any Liabilities threatened or asserted against such Indemnified Party on the following terms and conditions:

(a) Notice of the assumption of such defense ("Notice") shall be delivered to such Indemnified Party within fifteen (15) days after transmittal.

(b) By the Indemnified Party of a request that Indemnifying Party defend such Liability;

(c) Such defense shall be conducted by reputable attorneys retained by Indemnifying Party and approved by the other Party, and with the prior written approval of all the Indemnified Parties against whom such

Liability has been asserted or threatened, which approval shall not be unreasonably withheld, delayed or conditioned, all at Indemnifying Party's sole cost and expense. In the event the interests of Indemnifying Party and any such Indemnified Parties in the action conflict in such manner and to such an extent as to require, consistent with applicable standards of professional responsibility, the retention of separate counsel for any of the Indemnified Parties involved in the action, Indemnifying Party shall pay all fees and costs charged or incurred by separate counsel chosen by such Indemnified Parties.

(d) Indemnifying Party agrees to promptly notify the other Party of the commencement of any litigation or proceedings pending, threatened or commenced (whether or not served) against Indemnifying Party, or any of the directors, officers, agents or employees of Indemnifying Party, in connection with the matters set forth in this Agreement. The provisions of this Section shall survive the expiration or sooner termination of this Use Agreement.

21. Insurance.

21.1. Insurance is to be placed with insurers with a current A.M. Best Insurance rating of no less than A-minus: VII and subject to the approval of District, except that insurance through a Joint Powers Authority shall be deemed sufficient under this Agreement. Charter School shall furnish District with the original certificates and amendatory endorsements effecting coverage required.

21.2. Charter School acknowledges that the insurance to be maintained by District on the School Site will not insure any of Charter School's property or improvements made by Charter School.

21.3. Charter School shall, at Charter School's expense, obtain and keep in force during the term of this Agreement a policy of commercial general liability insurance and a comprehensive auto liability policy insuring District and Charter School against claims and liabilities arising out of the operation, condition, use, or occupancy of the Premises and all areas appurtenant thereto, including parking areas. Charter School's comprehensive auto liability policy shall insure all vehicle(s), whether hired, owned or non-owned. Charter School's commercial general insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than One Million dollars ($1,000,000) for bodily injury or death and property damage as a result of any one occurrence and Two Million dollars ($2,000,000) general aggregate policy limit. In addition, Charter School shall obtain a products/completed operations aggregate policy in the amount of One Million dollars ($1,000,000). The insurance carrier, deductibles and/or self-insured retentions shall be approved by District, which approval shall not be unreasonably withheld. Prior to the Commencement Date, Charter School shall deliver to District a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:

21.3.1. State the coverage is primary and any coverage by District is in excess thereto;

21.3.2. Contain a cross liability endorsement; and

21.3.3. Include a separate endorsement naming District as an additional insured.

At least thirty (30) days prior to the expiration of each certificate, and every subsequent certificate, Charter School shall deliver to District a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described herein.

21.4. During the Term of this Agreement, District shall maintain at its cost a policy of standard fire and casualty insurance limited to the value of the buildings and improvements located on the School Site as of the Commencement Date. The District's insurance policy shall be primary in the case of any damage or destruction to the Premises (but not to the Charter School's personal property or alterations or improvements constructed by the Charter School).

21.4.1. No use shall be made or permitted to be made of the Premises, nor acts done, that will increase the existing rate of insurance upon the building or buildings of the Premises or cause the cancellation of any insurance policy, covering same, or any part thereof, nor shall Charter School sell, or permit to be kept, used, or sold in or about the Premises any article that may be prohibited by the standard form of fire insurance policies. Charter School shall, at its sole cost and expense, comply with any and all requirements pertaining to the Premises, of any insurance organization or company, necessary for the maintenance of reasonable fire and casualty insurance, covering the Premises' buildings, or appurtenances. Fire and casualty insurance premium increases to District due to equipment and/or activities of Charter School (other than based only on the Charter School's occupancy of the Premises) shall be charged to Charter School.

21.5. During the Term, Charter School shall comply with all provisions of law applicable to Charter School with respect to obtaining and maintaining workers' compensation insurance. Prior to the commencement and any renewal of this Agreement and Charter School's occupancy of the Premises, Charter School shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to District. If the insurer does not provide such notice, Charter School shall provide the District with notice of cancellation of coverage as soon as it becomes aware of such cancellation.

22. **Signs.** Charter School may, at Charter School's sole cost, have the right and entitlement to place onsite signs on the Premises to advertise Charter School's educational program, provided Charter School obtains the prior written approval and consent of District. District's approval and consent shall not be unreasonably withheld. Any signs shall be at Charter School's cost and in compliance with the local ordinances pertaining thereto. In connection with the placement of any of Charter School's signs, District agrees to cooperate with Charter School in obtaining any governmental permits which may be necessary. Throughout the Term of the Agreement Charter School shall, at its sole cost and expense, maintain any of its signage and all appurtenances in good condition and repair. At the termination of the Agreement, Charter School shall remove any signs which it has placed on the Premises and School Site, and shall repair any damage caused by the installation or removal of Charter School's signs.

23. **Notice.** Any notice required or permitted to be given under the Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or email, addressed as follows:

DISTRICT:
Oakland Unified School District
Attn: Office of Charter Schools
1000 Broadway, Suite 398
Oakland, CA 94607
charteroffice@ousd.org

CHARTER SCHOOL:
American Indian Public High School
171 12th Street
Oakland, CA 95607

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

24. **Subcontract, Assignment and Sublease**. Charter School shall not have the right, voluntarily or involuntarily, to assign, license, transfer or encumber the Agreement or sublet all or part of the Premises. Any purported transfer shall be void and shall, at District's election, constitute a default. No consent to transfer shall constitute a waiver of the provisions of this Section.

25. **Joint and Several Liability.** If Charter School is more than one person or entity, each person or entity shall be jointly and severally liable for the obligations of Charter School hereunder.

26. **Independent Contractor Status**. The Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

27. **Entire Agreement of Parties**. The Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. The Agreement may be amended or modified only by a written instrument executed by both Parties. Nothing in this provision shall be construed so as to limit, nullify, abridge or modify the Charter School's obligations under its Charter, or the its authorizer's oversight authority.

28. **California Law**. The Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of the Agreement shall be maintained in Alameda County.

29. **Compliance with All Laws**.

29.1. Charter School shall at Charter School's expense comply with all requirements of all governmental authorities, in force either now or in the future, affecting the Charter School's use of the Premises or School Site, and shall faithfully observe in Charter School's use of the Premises all laws, regulations and ordinances of these authorities, in force either now or in the future including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to air and water quality, hazardous material, waste disposal, air emission and other environmental matters (including the California Environmental Quality Act ("CEQA") and its implementing regulations in Charter School's use of the Premises), and all District policies, rules and regulations ("Environmental Laws").

29.2. The judgment of a court of competent jurisdiction, or Charter School's admission in an action or a proceeding against Charter School, whether District be a party to it or not, that Charter School has violated any law or regulation or ordinance in Charter School's use of the Premises shall be considered conclusive evidence of that fact as between District and Charter School. If Charter School fails to comply with any law, regulation or ordinance, District reserves the right to take necessary remedial measures at Charter School's expense, for which Charter School agrees to reimburse District on demand.

29.3. Charter School shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises and any improvements by Charter School or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). Charter School shall comply with all Environmental Laws. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30 *et seq*. (ii) defined as a "hazardous waste" pursuant to section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et. seq.* (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et. seq.* (42 U.S.C. 9601). As used herein, the term "Hazardous Materials Law" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.

29.4. **Notice of Hazardous Substance**. Charter School will promptly notify District in writing if Charter School has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, or under or from the Premises or School Site in violation of Environmental Laws. Charter School shall promptly provide copies to District of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations or notices relating to the conditions of the Premises or compliance with Environmental Laws. Charter School shall promptly supply District with copies of all notices, reports,

correspondence, and submissions made by Charter School to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration and any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Substances pursuant to Environmental Laws. Charter School shall promptly notify District of any liens threatened or attached against the Premises pursuant to any Environmental Laws.

29.5. **Inspection**. District and District's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by District, may (but without the obligation or duty to do so), at any time and from time to time, on not less than five(5) business days' notice to Charter School (except in the event of an emergency, in which case, no notice will be required), inspect the Premises to determine whether Charter School is complying with Charter School's obligations set forth in this Section, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as District and Charter School may agree.

29.6. **Indemnification**. Charter School's indemnification and defense obligations in this Agreement shall include any and all Claims arising from any breach of Charter School's covenants under this Section.

30. Attorneys' Fees. If either Party files any action or brings any proceedings against the other arising out of the Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the Party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a Party is entitled to its costs or attorneys' fees.

31. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

32. Successors and Assigns. The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

33. Counterparts. The Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

34. Captions. The captions contained in the Agreement are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation thereof, or of the intention of the Parties hereto.

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

36. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

37. Authorization to Sign Agreement. Each individual executing the Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver the Agreement on behalf of the Party that the individual is executing the Agreement and that the Agreement is binding upon that Party in accordance with its terms.

ACCEPTED AND AGREED on the date indicated below:

American Indian Public High School

By: Marisol Magana — 3/13/20 Date

OAKLAND UNIFIED SCHOOL DISTRICT

Jody London, President, Board of Education — 4/8/2020 Date

Kyla Johnson-Trammel, Superintendent/Secretary, Board of Education — 4/8/2020 Date

APPROVED AS TO FORM

General Counsel's Office — 3/13/20 Date

JOHN R. YEH
BURKE, WILLIAMS & SORENSEN

Exhibit "A"
DESCRIPTION OF PREMISES AND SITE

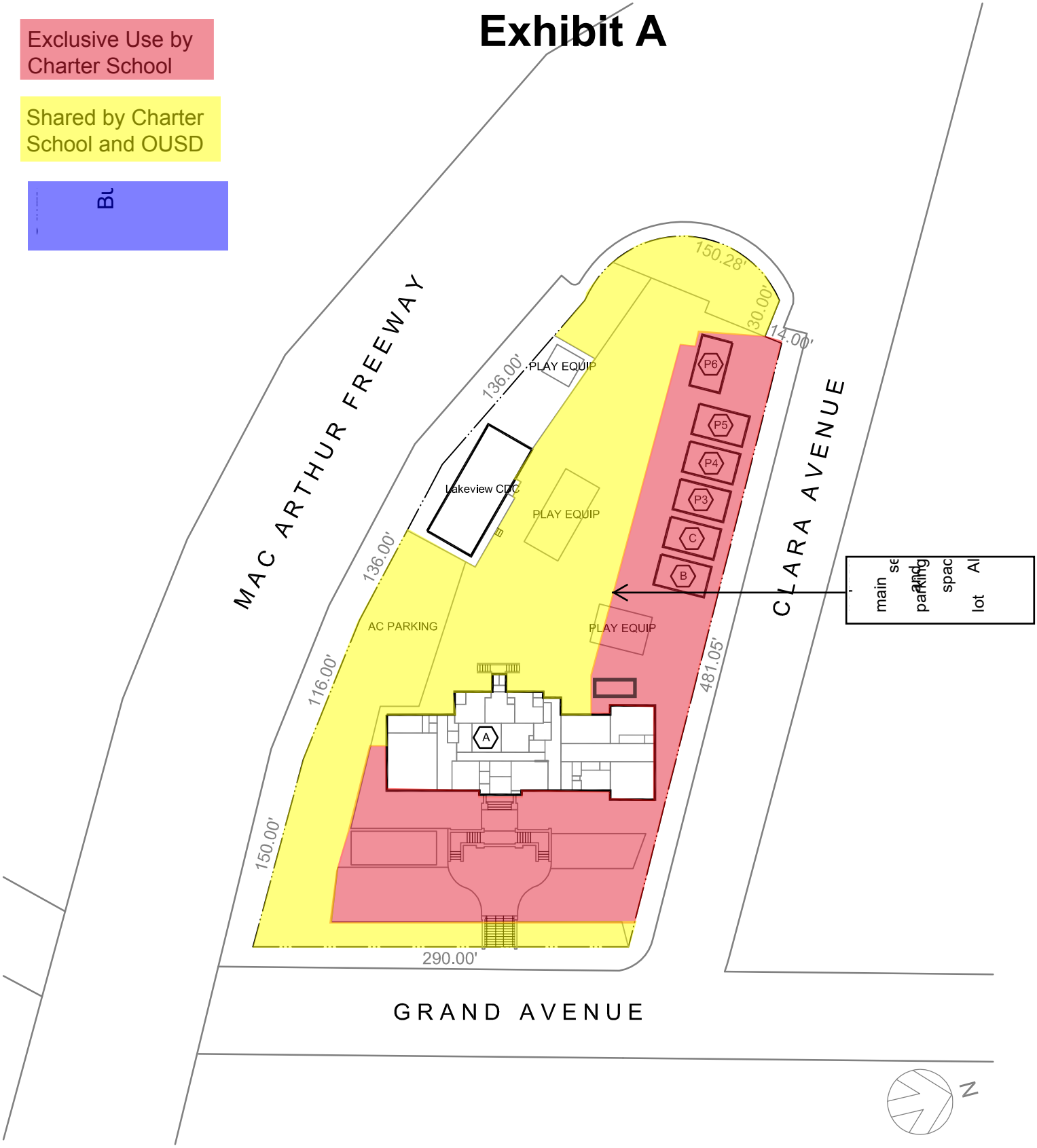
The Premises that are being allocated to Charter School shall consist of space located in the room(s) and area(s) as depicted on the attached School Site maps.

Exhibit A

Exclusive Use by Charter School

Shared by Charter School and OUSD

Bl



SITE PLAN

130 - LAKEVIEW ELEMENTARY SCHOOL

746 GRAND AVENUE, OAKLAND, CA 94610-2714

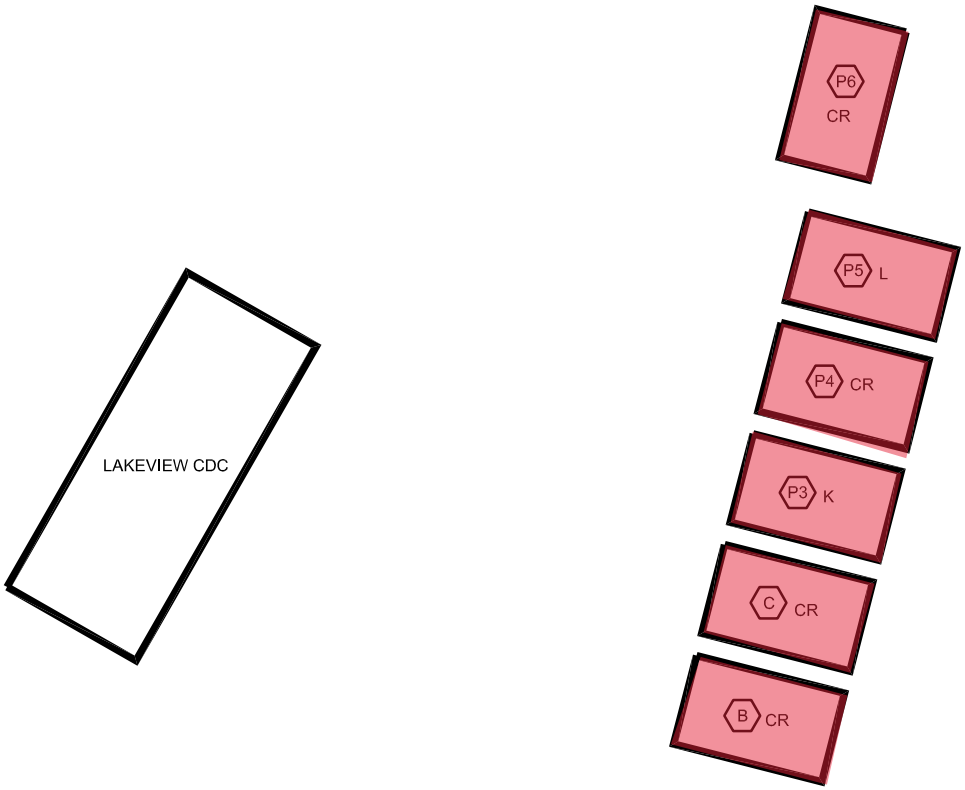
BYRENS KIM DESIGN WORKS
361 17TH STREET OAKLAND CA 94612 510-452-3324

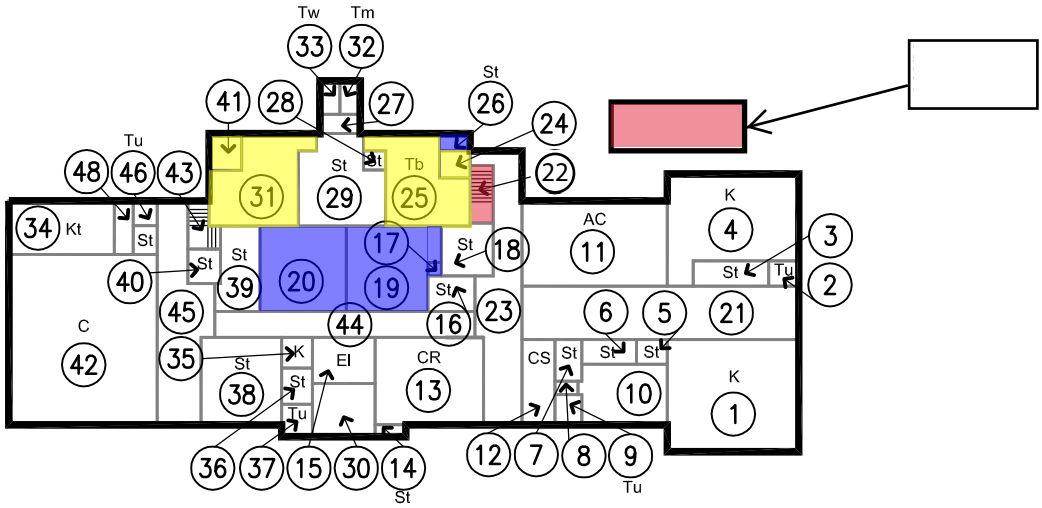
OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Date: 1/18/2013

Scale: 1"100'-0"

1 of 3





BLDG A, B, C & PORT 3-6 - 1ST FLOOR PLAN

BLDG A, B, C & PORT 3-6 - 1ST FLOOR PLAN

130 - LAKEVIEW ELEMENTARY SCHOOL

746 GRAND AVENUE, OAKLAND, CA 94610-2714

BYRENS KIM DESIGN WORKS

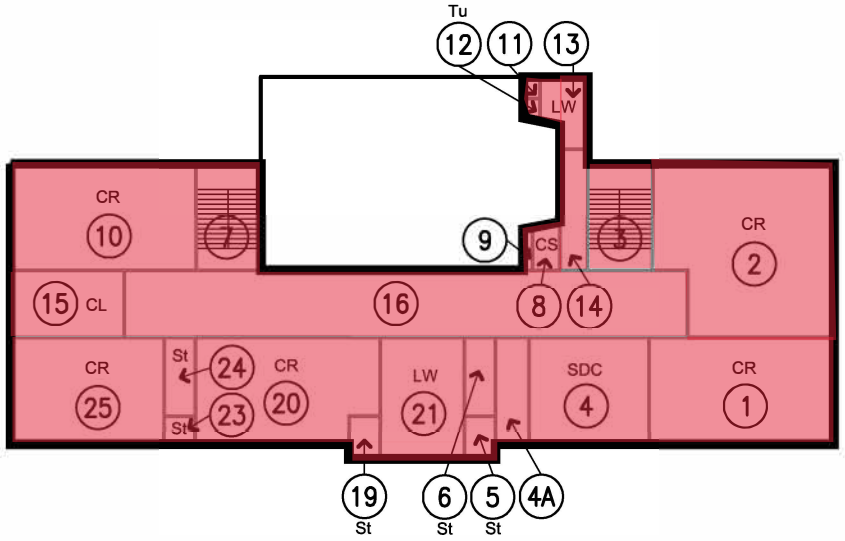
361 17TH STREET OAKLAND CA 94612 510-452-3324

OAKLAND UNIFIED SCHOOL DISTRICT

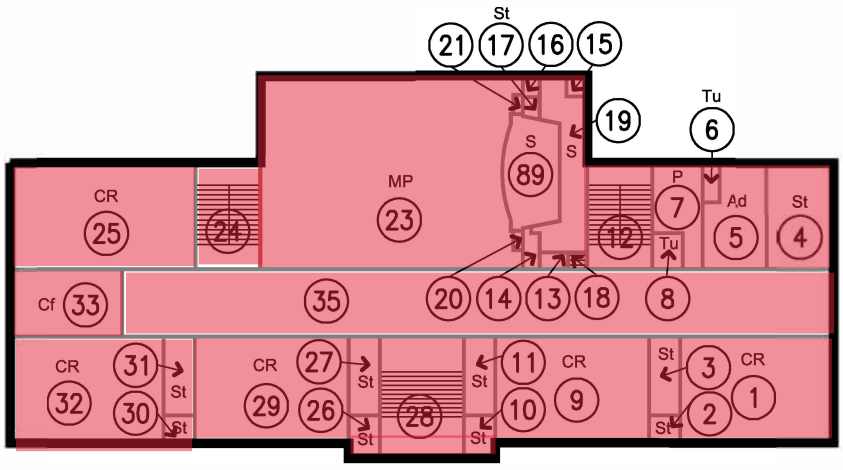
Community Schools, Thriving Students

Date: 1/18/2013

Scale: 1"=50'-0"



BLDG A - 3RD FLOOR PLAN



BLDG A - 2ND FLOOR PLAN

BYRENS KIM DESIGN WORKS
361 17TH STREET OAKLAND CA 94612 510-452-3224

BLDG A - 2ND & 3RD FLOOR PLAN

130 - LAKEVIEW ELEMENTARY SCHOOL

746 GRAND AVENUE, OAKLAND, CA 94610-2714

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Date: 1/18/2013

Scale: 1"=40'-0"

3 of 3

Coversheet

Blinds Installation for American Indian Public High School

Section: III. Action Items
Item: B. Blinds Installation for American Indian Public High School
Purpose: Vote
Submitted by: Marisol Magana
Related Material: Lakeview - 3 Day Blinds Quote.pdf

RECOMMENDATION:
Staff recommends that the committee accepts quote for blind installation for Lakeview for $29,002.88

'

Order Details

Client Name:	AMERICAN INDIAN HIGH SCHOOL
Client Address:	746 Grand Ave, Oakland, CA 94610
Client Phone:	(510) 912-4045
Alternate Phone:	
Installation Address:	746 Grand Ave Oakland, CA 94610
Design Consultant:	Liz Kennedy

Order Number: 156712

Delivery Address:	401 Sunset Dr. Suite H Lock Box Co Antioch, CA 94509
Delivery Contact:	Steve Tafoya Window Coverings Contractors (Steve Tafoya)
Delivery Phone:	(925) 470-3474
Estimated Installation On or Before:	12-17-2020

COVID-19 Update: Order may require 1-2 additional business days to arrive due to COVID-19 related delays.

Delivery dates represent expected service for the delivery and installation method selected. Delivery and installation dates may occasionally be impacted by weather, natural disasters, world events, unexpected material back orders or other unanticipated events.

Line 2

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1

Total: $798.09

Oversold NO
Room Type OFFICE BUILDING
Window # OFF-1
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position RIGHT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window YES
Installer Take Down YES

Line 3

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1

Total: $798.09

Oversold NO
Room Type OFFICE BUILDING
Window # OFF-2
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE

Link System NO
Operating Style STANDARD LIFT
Control Position RIGHT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete NO
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window YES
Installer Take Down YES

Line 4

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1
Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 1-A
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position LEFT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes Customer understands there will be approx 1 1/4" gap between all shades. Customer must remove all old metal railings and metal blinds.
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 5

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1
Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 1-B
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position RIGHT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 6

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1
Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 1-C
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position LEFT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK

Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 7

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1
Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 1-D
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position RIGHT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 8

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1
Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 2-A
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position LEFT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 9

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1
Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 2-B
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position RIGHT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO

Are there currently treatments in the window NO

Line 10

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1

Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 2-C
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position LEFT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 11

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1

Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 2-D
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position RIGHT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 12

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1

Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 3-A
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position LEFT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 13 **Product:** ROLLER SHADE - CCL

Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1 **Total:** $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 3-B
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position RIGHT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 14

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1 **Total:** $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 3-C
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position LEFT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 15

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1 **Total:** $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 3-D
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position RIGHT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 16

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1 **Total:** $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 4-A
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position LEFT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 17

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1
Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 4-B
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position RIGHT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 18

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1
Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 4-C
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position LEFT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 19

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1
Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 4-D
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position RIGHT
Control Length OVERRIDE DEFAULT
Control Length Override 115

CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 20

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1

Total: $277.53

Oversold NO
Room Type OFFICE BUILDING
Window # OFF-3
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position RIGHT
Control Length OVERRIDE DEFAULT
Control Length Override 95
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 21

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1

Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 5-A
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position LEFT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 22

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1

Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 5-B
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position RIGHT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES

Enter Height (in Feet) from Floor to Top 12
Is this a Ceiling Mount NO
Are there currently treatments in the window NO
Is Window in a Stairway NO

Line 23

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1
Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 5-C
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position LEFT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 24

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1
Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 5-D
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position RIGHT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 25

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1
Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 16-A
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position LEFT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 26

Product: ROLLER SHADE - CCL

Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1 **Total:** $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 16-B
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position RIGHT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 27

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1 **Total:** $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 16-C
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position LEFT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 28

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1 **Total:** $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 16-D
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position RIGHT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 29

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1 **Total:** $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 15-A
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position LEFT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 30

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1

Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 15-B
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position RIGHT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 31

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1

Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 15-C
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position LEFT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 32

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1

Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 15-D
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position RIGHT
Control Length OVERRIDE DEFAULT
Control Length Override 115

CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 33

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1
Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 14-A
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position LEFT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 34

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1
Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 14-B
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position RIGHT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 35

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1
Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 14-C
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position LEFT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES

Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 36

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1
Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 14-D
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position RIGHT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 37

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1
Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 12-A
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position LEFT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 38

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1
Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 12-B
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position RIGHT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 39

Product: ROLLER SHADE - CCL

Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1 **Total:** $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 12-C
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position LEFT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 40

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1 **Total:** $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 12-D
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position RIGHT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 41

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1 **Total:** $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 11-A
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position LEFT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 42

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1 **Total:** $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 11-B
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position RIGHT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 43

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1

Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 11-C
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position LEFT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 44

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1

Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 11-D
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position RIGHT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 45

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1

Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 10-A
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position LEFT
Control Length OVERRIDE DEFAULT
Control Length Override 115

CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 46

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1
Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 10-B
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position RIGHT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 47

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1
Total: $441.05

Oversold NO
Room Type OFFICE BUILDING
Window # 10-C
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position LEFT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES
Enter Height (in Feet) from Floor to Top 12
Is Window in a Stairway NO
Is this a Ceiling Mount NO
Are there currently treatments in the window NO

Line 48

Product: ROLLER SHADE - CCL
Model: SOLAR SCREENS
Color: Merida 1% - Granite (120")
Quantity: 1
Total: $441.14

Oversold NO
Room Type OFFICE BUILDING
Window # 10-D
Side by Side Windows NO
Mount Type INSIDE
Cassette / Valance Type NONE
Link System NO
Operating Style STANDARD LIFT
Control Position RIGHT
Control Length OVERRIDE DEFAULT
Control Length Override 115
CCL Chain Type BEADED - Plastic - Black - BLACK
Tension Pulley Color COLOR - Black - BLACK
Components Color COMPONENT COLOR - Black - BLACK
Bottom Rail Finish FABRIC WRAPPED
Decorative Hem NO
Special Order NO
Installer / Client Notes
Installing into Steel or Concrete YES
Top of Window over 10' from Floor YES

Enter Height (in Feet) from Floor to Top 12 **Is this a Ceiling Mount** NO **Are there currently treatments in the window** NO

Is Window in a Stairway NO

Order Summary:

Product Total	$21,280.00
Packaging and Handling	$736.02
Installation Charge	$4,950.68
Sales Tax	$2,036.18
Total Contract Price	$29,002.88
Downpayment Received	$0.00
Balance Due	$29,002.88

Total Discounts Applied	$7,090.00

Coversheet

Student Bathroom Upgrades for American Indian Public High School

Section: III. Action Items
Item: C. Student Bathroom Upgrades for American Indian Public High School
Purpose: Vote
Submitted by: Marisol Magana
Related Material: Lakeview - Student bathroom upgrade.pdf

RECOMMENDATION:
Staff recommends that the committee accepts quote for student bathroom upgrades for Lakeview campus for up to $19820.

- Partitions - $5760
- Partition Removal and Installation - $3900-$5200
- Painting - $4160
- Plumbing - $4700

SERVICE METAL PRODUCTS, INC.

9828 KITTY LANE I OAKLAND, CA. 94603I 510-568-0888 I F 510-568-4836

CONTRACTOR'S LICENSE #439097 - DIR #1000006200

QUOTE #25062

DECEMBER 8, 2020

TO: *OUSD*

JOB: *LAKEVIEW*
OAKLAND, CA

WE PROPOSE TO FURNISH THE FOLLOWING:

TOILET PARTITIONS:

F.O.B. WAREHOUSE, TAX INCLUDED.....**$5,760.00**

NOTE:

- **BID INCLUDES (9) STALLS, (4) SCREENS IN STANDARD BAKED ENAMEL WITH CHROME HARDWARE.**
- **ADD $3,030.00 FOR SOLID PLASTIC.**

NO ADDENDUM NOTED: All blocking, backing, cutouts, fillers at wainscot, sealants and caulking by others. Above prices are firm for **60 DAYS** unless noted otherwise. Terms contingent upon credit review. *Service Metal Products, Inc.* provides industry standard shop drawings and technical data sheets where applicable. Field measurements as required will be taken by *Service Metal Products, Inc.* Additional information such as field layout of backing is excluded unless noted otherwise

QUOTE SUBMITTED BY:

Kevin Eckert

Kevin@servicemetalproducts.com

OUSD

Mark Cavalli <mark.cavalli@ousd.org>

Lakeview restrooms

1 message

h_gonzalez54 <h_gonzalez54@yahoo.com>
To: Mark Cavalli <mark.cavalli@ousd.org>

Wed, Dec 9, 2020 at 1:45 PM

Hi Mark. Here is a estimate for labor hrs for boys & girls restroom partitions.

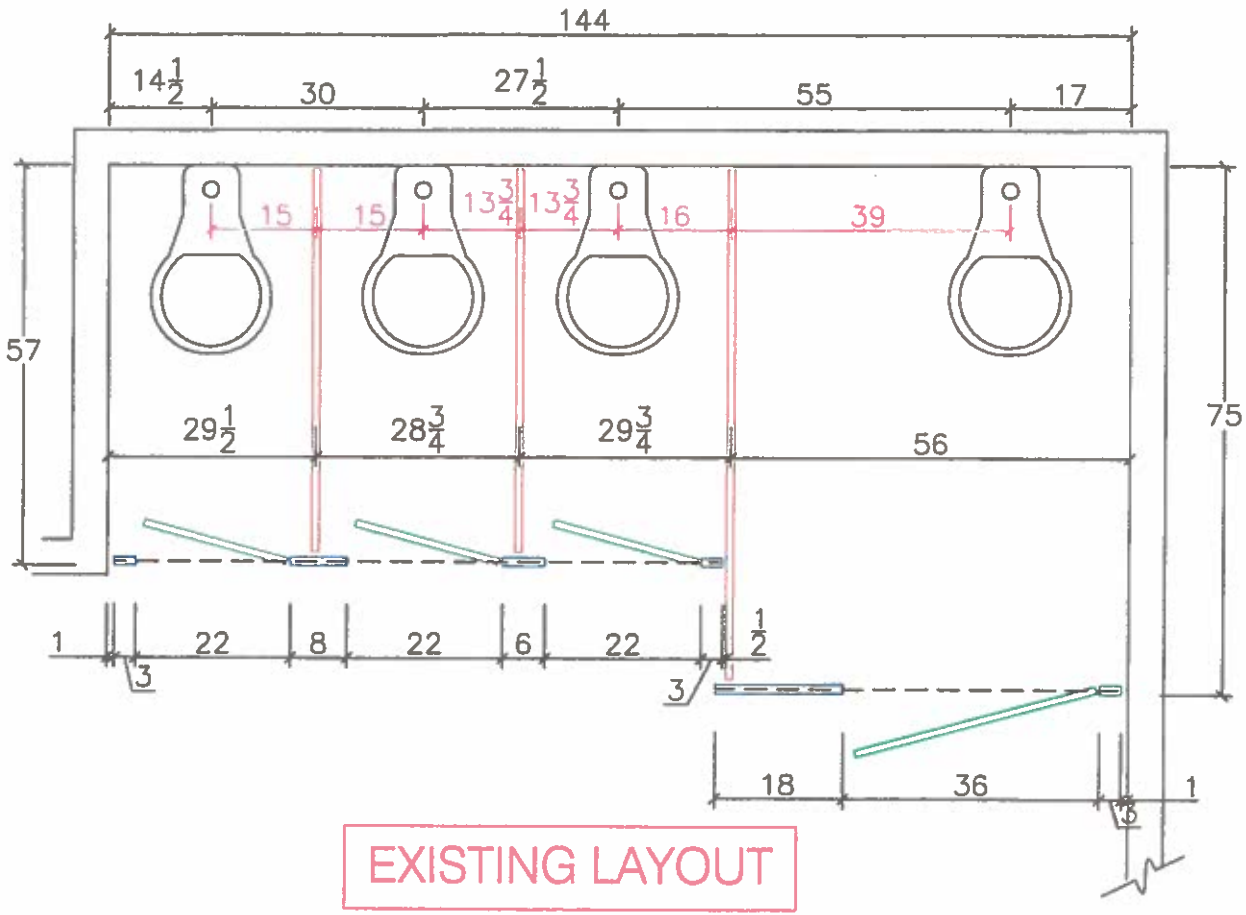
Removal & installation 60-80 hrs
(two guys) metal shop

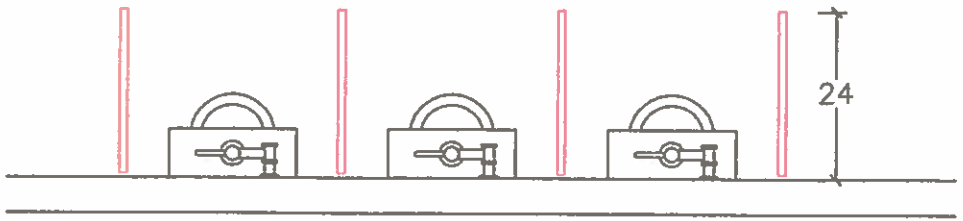
Sent from my Verizon, Samsung Galaxy smartphone

60 hrs. $3900=
80 hrs - $5200=

AIMS K-12 College Prep Charter District - Facility Committee Monthly Meeting - Agenda - Thursday March 11, 2021 at 5:00 PM

SMP JOB NO: _____





LAKEVIEW

ROOM - BOY'S

COLOR - _____

LAYOUTS THUS - 1

CEILING HEIGHT - _____

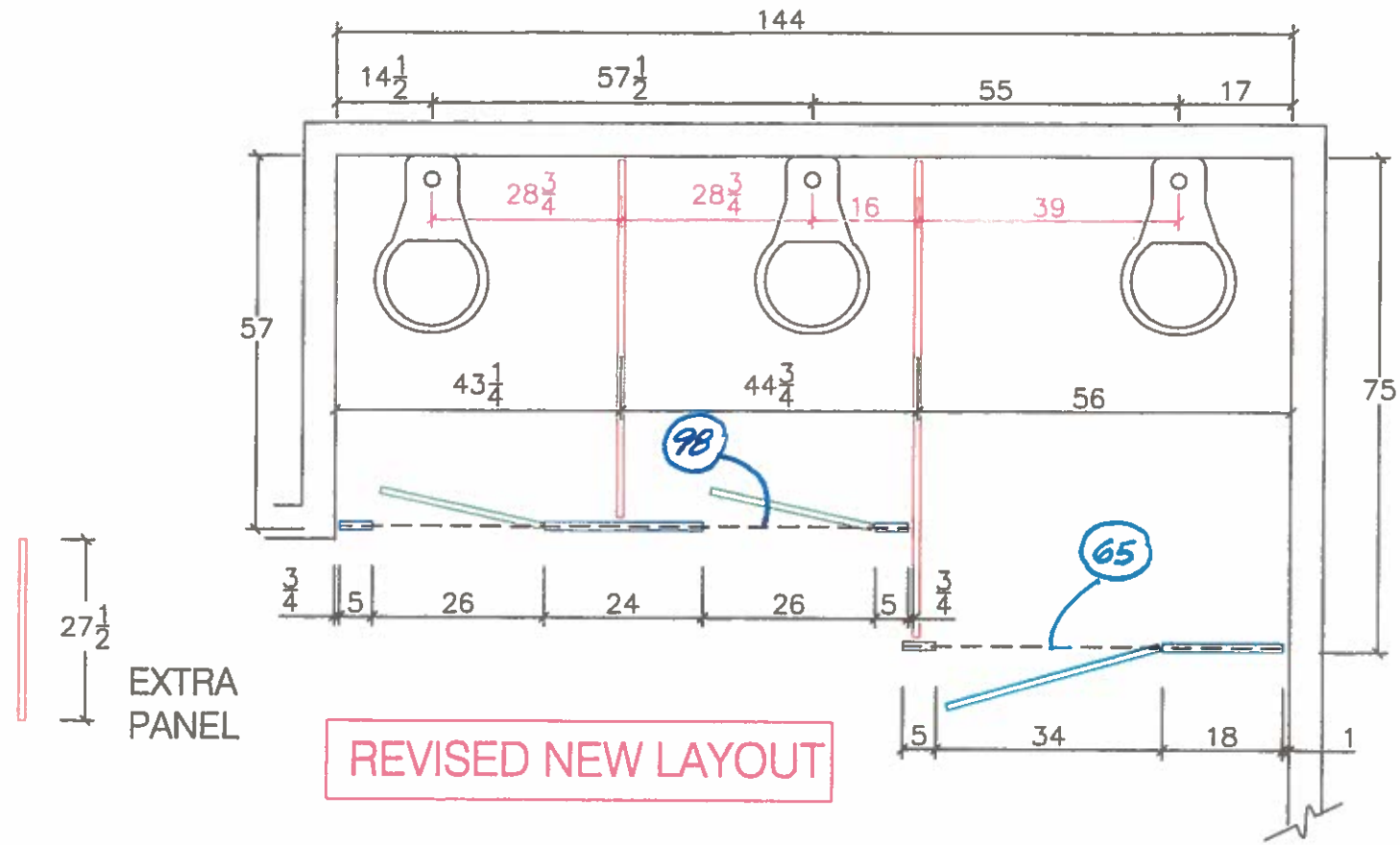
12-07-2020

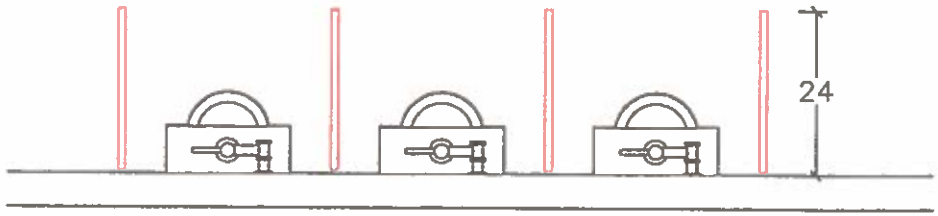
SHEET____OF_____

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AIMS K-12 College Prep Charter District - Facility Committee Monthly Meeting - Agenda - Thursday March 11, 2021 at 5:00 PM

SMP JOB NO:_____





LAKEVIEW

ROOM - BOY'S

COLOR - _____

LAYOUTS THUS - 1

CEILING HEIGHT - _____

12-07-2020

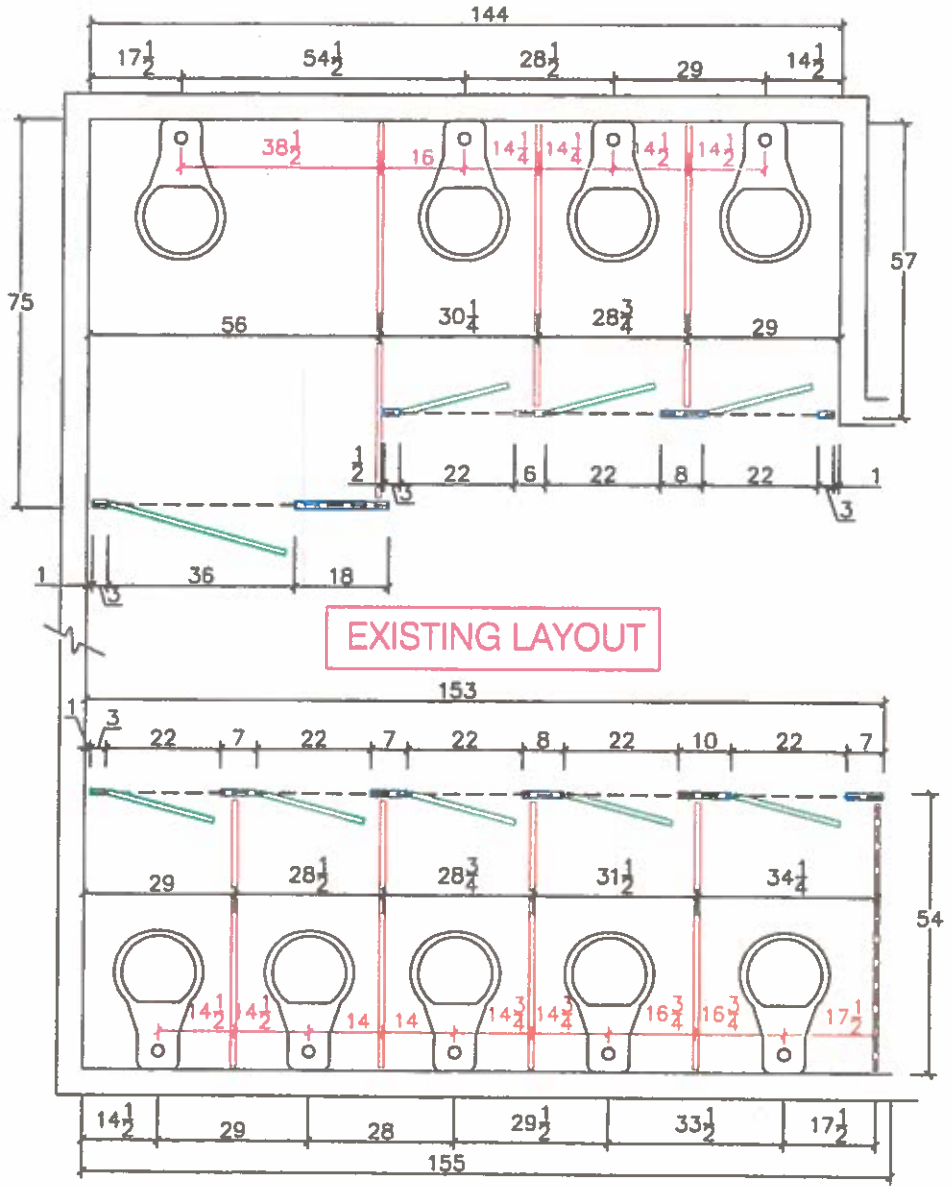
SHEET____OF_____

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AIMS K-12 College Prep Charter District - Facility Committee Monthly Meeting - Agenda - Thursday March 11, 2021 at 5:00 PM

Powered by BoardOnTrack

SMP JOB NO:_____



LAKEVIEW

ROOM - GIRL'S

COLOR - _____

LAYOUTS THUS - 1

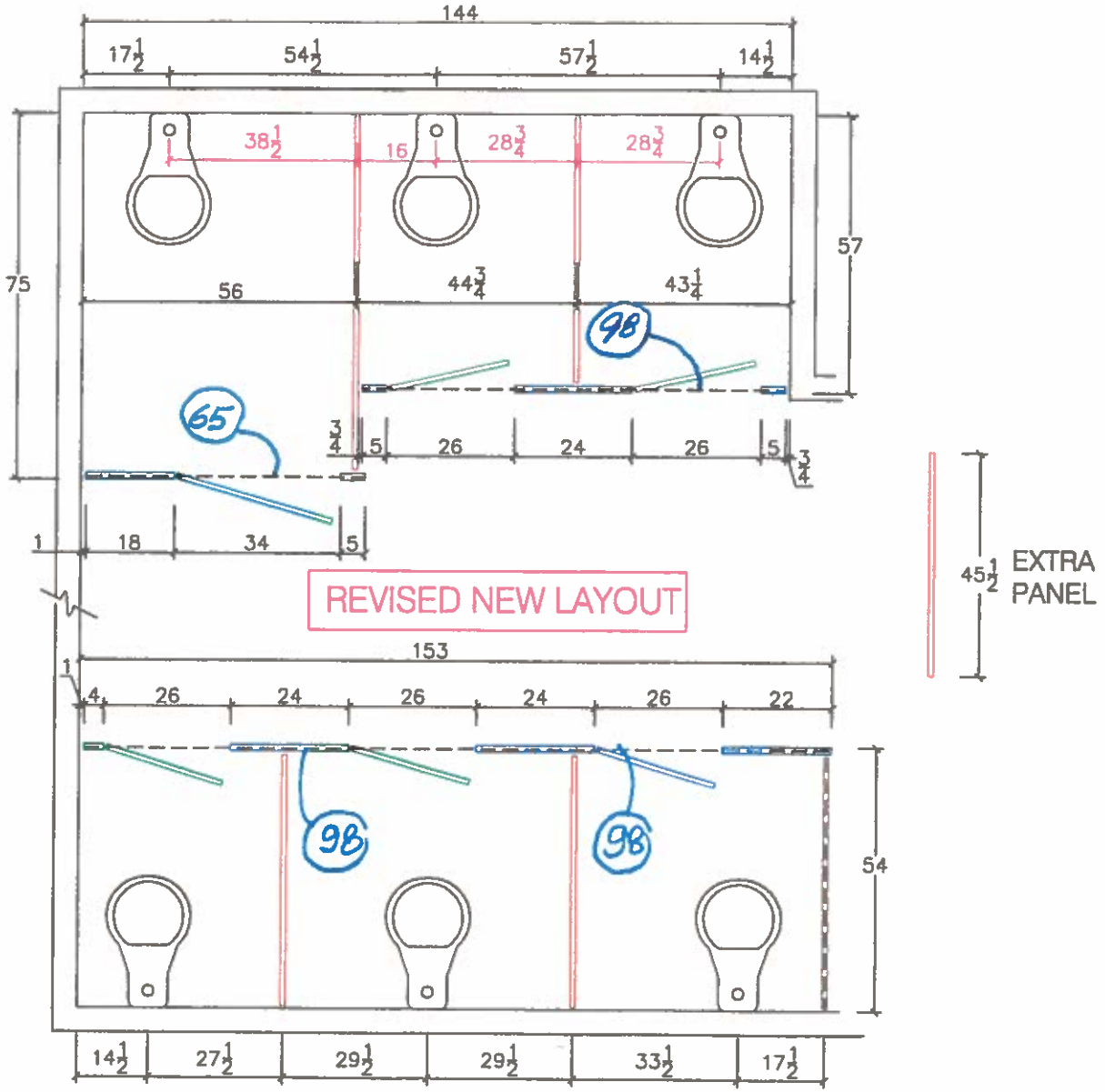
CEILING HEIGHT - _____

12-07-2020

SHEET____OF_____

AIMS K-12 College Prep Charter District - Facility Committee Monthly Meeting - Agenda - Thursday March 11, 2021 at 5:00 PM

SMP JOB NO:_____



45½ EXTRA PANEL

LAKEVIEW

ROOM - GIRL'S

COLOR - _____

LAYOUTS THUS - 1

CEILING HEIGHT - _____

12-07-2020

SHEET____OF_____

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OUSD

Mark Cavalli <mark.cavalli@ousd.org>

Work Improvement AIMS Restrooms - Invitation to edit

1 message

Robert StrongJr (via Google Docs) <drive-shares-noreply@google.com> Mon, Nov 30, 2020 at 7:52 AM
Reply-To: Robert StrongJr <robert.strongjr@ousd.org>
To: mark.cavalli@ousd.org
Cc: marc.white@ousd.org

robert.strongjr@ousd.org has invited you to **edit** the following document:

Work Improvement AIMS Restrooms

Here is the estimate for the 2 restrooms at Lakeview / AIMS. 2 men 4 days=64 hours X $65 o.t Rate= $4160. Thanks, Robert Strong

Open in Docs

Google Docs: Create and edit documents online.
Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA
You have received this email because robert.strongjr@ousd.org shared a document with you from Google Docs.

Google

Plumbing - Remove toilets, urinals, and sinks
Labor - $4,700.00