

FACILITIES USE AGREEMENT

This Facilities Use Agreement (“Agreement”) is made by and between Sacramento City Unified School District (“District”) and St. HOPE Public Schools, a California non-profit public benefit corporation (“Non-Profit”), which operates Sacramento Charter High School, Public School No. 7, and Oak Park Preparatory School, charter schools (Singularly or collectively, the “Charter Schools”). The Non-Profit and District are collectively referred to as the “Parties.”

RECITALS

- A. WHEREAS, the District and its charter schools are partners in the public education of students and it is the District’s intent to ensure that its facilities are shared equally with all of its students, including those students who attend its charter schools housed in District facilities.
- B. WHEREAS, District is the owner of certain real property located at 5201 Strawberry Lane and 2315 34th Street, Sacramento, California (“Sites”).
- C. WHEREAS, the Charter Schools are charter schools duly formed and approved by the District under the laws of the Charter Schools Act of 1992 (Education Code §§ 47600, *et seq.*) PS7 serves students in grades Kindergarten through 8th grade in the 2012-2013 to 2016-2017 school years; Oak Park Preparatory School serves students in 7th through 8th grade in the 2012-2013 to 2014-2015 school years; and, Sacramento Charter High School serves grades 9th through 12th in the 2012-2013 to 2016-2017 school years.
- D. WHEREAS, the Charter Schools desire to use certain District facilities located on the Sites for its public charter school programs.
- E. WHEREAS, the Parties intend this Agreement to satisfy their obligations for the 2012-2013 to 2016-2017 school years, under Education Code Section 47614 and Title 5 of the California Code of Regulations Section 11969, *et seq.*, adopted by the State Board of Education (“Proposition 39”), which among other things require a written agreement regarding the allocation of facilities.

AGREEMENT

NOW THEREFORE, in consideration of the covenants and conditions of this Agreement, the Parties hereby agree as follows. All obligations imposed hereby on the Charter Schools are equally imposed on the Non-Profit.

1. Recitals.

The recitals set forth above are incorporated herein and made part of this Agreement.

2. Facilities.

Use of the Facilities shall be for the purposes set forth in the Charter Schools' charter, and on the terms and conditions set forth herein. The Charter Schools shall not have exclusive use of the Sites. The District grants use to the Non-Profit of the facilities located at the 34th Street Site, as identified in Exhibits A and B attached to this Agreement and incorporated herein by reference, and the facilities at the Strawberry Lane Site (Collectively, "Facilities") under the terms and conditions set forth in this Agreement. In regard to the housing of PS7, the Facilities at the 5201 Strawberry Lane Site are designated for grades K-5. The Facilities at the 2315 34th Street Site are designated for PS7's grades 6-8. Charter Schools use of the Facilities shall be made available for the entire calendar year through the Term of this Agreement.

Notwithstanding the above, the District specifically reserves the right to have exclusive access to, and exclusive use of, Rooms P16-P20 and E33-E39 ("Co-location Space") at the 34th Street Site (as reflected in Exhibit B) including but not limited to placement of another educational program ("co-location"). Should the District choose to use some or all of the Co-location Space at the 34th Street Site, the District will also have shared access and use of the following areas of this Site (as reflected in Exhibit B): Annex 1, 2 and 3; the Auditorium building (including Auditorium classrooms 1, 2 and 3); the Mel Lawson Theater; the pool house, the field house and locker rooms; the pavilion gym building and locker rooms; a reasonable number of parking spaces; and a reasonable number of faculty and student rest rooms located in the east wing of the building ("Shared Use Areas"). The District's right to co-locate is limited to the Co-location Space and Shared Use Areas above.

As of August 1, 2012, the pool house and Auditorium building (including Auditorium classrooms 1, 2 and 3) are not available for use by the Charter Schools. Therefore, the Charter Schools will not be charged a fee for the pool house and Auditorium building (including Auditorium classrooms 1, 2 and 3) until these areas do become available for use by the Charter Schools. When and if the pool house and Auditorium building become available, the Charter Schools will have the option of using the pool house and Auditorium building or any subpart thereof, and will only be charged a fee should they choose to do so. The Charter School must provide the District with Sixty (60) days written notice if it will use the pool house and/or Auditorium building.

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

For scheduling purposes related to the Shared Use Areas, the District will meet and confer with the Non-Profit, as follows:

- a. An initial scheduling meeting will occur within ten (10) days of the Notice of Use. At the initial scheduling meeting, the Parties will submit and discuss tentative schedules of use of the Shared Use Areas.

b. A master scheduling meeting (“Master Scheduling Meeting”) shall occur no later than thirty (30) days prior to the District’s use of the Co-location Space or Shared Use Areas. At the Master Scheduling Meeting, the Parties shall agree upon a master schedule. The Master Scheduling Meeting will consist of the Charter Schools’ Superintendent designee of the schools, and the District’s Chief Accountability Officer or his/her designee. The agreed-upon master schedule will supersede any previously developed schedules.

c. When creating the tentative and master schedules, (i) the Charter Schools will receive priority for regular use of the Shared Use Areas of the field house and locker rooms and the pavilion gym building and locker rooms, but the District would have use for no less than 2 hours per day between 8 a.m. and 3 p.m.; and (ii) the District will receive priority for regular use of the Shared Use Areas of the Annex 1, 2 and 3, the Auditorium building (including Auditorium classrooms 1, 2 and 3), and the Mel Lawson Theater, but the Charter Schools, collectively, would have use for no less than 2 hours per day between 8 a.m. and 3 p.m.. Any remaining time for these Shared Use Areas will be available for third-party use consistent with the District’s procedures and policies.

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

3. Term.

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

4. Facilities Use Fee.

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

The calculation for the 2012-2013 school year, and terms of Facilities Use Fee payments, are further described with more particularity in Exhibit C, attached hereto and incorporated herein. These fees will be calculated and adjusted annually by the District.

The Facility Use Fee shall be based on a pro rata cost estimate per square foot for the Facilities provided. The dollar amount to be paid by Non-Profit, per square foot, for use of the Facilities during the Term will be calculated by the District pursuant to Title 5, California Code of Regulations, section 11969.7. To calculate the fee, the District must determine actual facilities costs and total space figures in the year preceding the fiscal year in which facilities are provided. Such amounts may only become available to the District after each fiscal year ends. Therefore, within ninety (90) days of the beginning of each fiscal year, or as soon as the actual facilities costs and total space figures for the prior fiscal year become available, whichever is later, the District shall provide notice to the Non-Profit of any amended Facilities Use Fee calculations based on the actual data for the prior fiscal year. Amounts owed to or by the Non-Profit due to this calculation will be credited or added to subsequent remaining monthly installment payments of the Facilities Use Fees.

If any payment is made more than fifteen (15) days after the Due Date, a late fee of one percent (1%) shall apply and interest shall accrue thereafter on such late payment commencing thirty (30) days after the Due Date, provided however that no interest shall accrue on said late fee. The interest charged shall be computed at the then-current discount rate established by the Federal Reserve Bank of San Francisco plus five percent (5%), or the maximum rate permitted by law. The payment by Non-Profit of any late fees or interest shall in no event excuse or cure any default by Non-Profit nor waive District's legal rights and remedies with respect to such default.

The Parties agree that the Facilities Use Fee is in lieu of Non-Profit paying a pro rata share for in-district students and any actual costs for out-of-district students.

5. [Not used.]

6. Dispute Resolution.

The Parties agree to attempt to resolve all disputes regarding this Agreement, including the alleged violation, misinterpretation, or misapplication of the Agreement and/or a schedule conflict for Shared Use Areas, pursuant to the dispute resolution procedures identified in the Charter Schools' charter.

7. Use.

a. Public Charter School. The Facilities shall be used and occupied by the Charter Schools for the sole purpose of operating a California public charter school and for no other purpose without the prior written consent of the District. The Charter Schools' enrollment must not exceed the safe and legal limit for the classroom space it occupies.

b. Insurance Risk. The District shall maintain first party property insurance for the Facilities. The Charter Schools shall not do or permit anything to be done in or about the Facilities nor bring or keep anything therein which will in any way increase the existing insurance rate or affect any fire or other insurance upon the Facilities, or any of the

contents of the Facilities (unless the District gives its prior approval and the Non-Profit pays any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering the Facilities or any part thereof or any of its contents, nor shall the Charter Schools sell or permit to be kept, used, or sold in or about the Facilities any articles which may be prohibited by a standard form policy of fire insurance. The Charter Schools shall provide adequate and appropriate supervision for Charter School students and employees using the Facilities.

c. Rights of the District. The Charter Schools shall not do or permit anything to be done in or about the Facilities that will in any way obstruct or interfere with the rights of the District or injure the District, or use or allow the Facilities to be used for any unlawful purpose, nor shall the Charter Schools cause, maintain or permit any nuisance in or about the Facilities. The Charter Schools shall not commit or suffer to be committed any waste in or upon the Facilities.

d. Illegal Uses. The Charter Schools shall not use the Facilities or permit anything to be done in or about the Facilities that will in any way conflict with any applicable law, statute, ordinance or governmental rule, or regulation. The Charter Schools agree to comply with their respective charters as they relate to District Facilities.

e. Security Badges. The Charter Schools will provide identification cards to its staff. The identification cards will be pictured with school name, logo, staff names, and titles. In the event a Co-location with a District program occurs, both the Charter Schools' staff and District staff shall carry said cards at all times that they are at the Site.

f. Civic Center Act. The Charter Schools agree to comply with the provisions of the Civic Center Act (Education Code Section 38131, *et seq.*) in making use of the Facilities accessible to members of the community. The Parties understand that the Facilities are to be primarily used for school programs and activities and as such any use of the Facilities by members of the community shall not interfere with school activities at any time. District Board Policy and Administrative Regulations related to the Civic Center Act shall control scheduling, use and collection of fees related to use of the Facilities by members of the public. Consistent with that policy and the regulations, the District shall be solely responsible for coordinating access to the Facilities under the Civic Center Act and shall require users to provide appropriate proof of insurance related to use of the Facilities and to indemnify and hold harmless the District and Charter Schools for injury, risk of loss, or damage to property as a result of that access by members of the community. The District agrees to promptly clean and repair, if necessary, any portion of the Facilities used by members of the community immediately following such use. All requests for use of the Facilities made directly to the Charter Schools shall be forwarded to the District for coordination of use consistent with Board Policy and Administrative Regulations.

g. Alarms. The Charter Schools shall have access to activate burglar alarms and intruder alerts corresponding to the Facilities provided at the Site. The Charter Schools agree that in the event that any of Charter Schools' employees, directors, trustees, officers, agents,

students, visitors, or contractors, trigger a false alarm at the Site, the Charter Schools shall be responsible for costs incurred.

8. Furnishings and Equipment.

The furnishings and equipment to be provided by the District for the Facilities are those furnishings and equipment that exist at the Facilities as of July 1, 2012. Said furnishings and equipment will be provided pursuant to Education Code section 47614(b), and Title 5, California Code of Regulations, section 11969.2. The Non-Profit is responsible for any furnishings and equipment over and above those provided by the District, except the District shall be responsible for providing Charter Schools additional furnishings and equipment, consistent with the District's policies, that are reasonably equivalent to meet the increase in in-District ADA, when it occurs, throughout the term of this Agreement.

The Non-Profit shall return all such furniture, fixtures and equipment to the District in like condition at the termination of this Agreement, excepting ordinary wear and tear. Upon return of the furniture, fixtures, and equipment, the District will inspect said items within sixty (60) calendar days. The Non-Profit shall be responsible for costs to repair or replace furniture, fixtures, and equipment to like condition, excepting ordinary wear and tear. All furniture, fixtures, and equipment that are not the property of the District or are not otherwise reimbursed by the District shall remain the property and under the ownership of Non-Profit and shall be disposed of according to the provisions of the approved Charter petitions.

9. Utilities.

District agrees to furnish or cause to be furnished to the Facilities necessary utilities. Utilities include, but are not limited to, electrical , natural gas, sewer, waste disposal/recycling and water services. Due to cost containment efforts by the District, the number of bins associated with the Site(s) and the number of removals per week shall only increase during the Term proportionally based on an increase in ADA. The District's failure to furnish or cause to be furnished necessary utilities when such failure is caused by (i) Acts of God or other acts beyond the control or fault of the District; (ii) strikes, lockouts, or other labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, directions, regulations, requirements, or any other action by federal, state, county or municipal authority; (iv) inability despite the exercise of reasonable diligence by the District to obtain electricity, water, or fuel; or (v) any other unavoidable delay, shall not cause the District to be in default and shall not result in any liability of the District.

The Non-Profit shall reimburse the District for the cost of utilities at the Sites, as charged to the District by its utility providers, pro-rated to reflect use by other users of the Sites. Thirty (30) days prior to the commencement of the 2012-2013 school year, and every subsequent school year during the Term of this Agreement, the District shall endeavor to notify the Non-Profit of its estimated monthly charge for utilities. The Non-Profit shall pay such charge to the District throughout the Term on a monthly basis concurrent with

the Non-Profit payment of the Facilities Use Fee to the District pursuant to Section 4 of this Agreement. Within one hundred twenty (120) days after the expiration of each school year, or earlier termination of this Agreement, the District shall provide the Non-Profit with a reconciliation of the Non-Profit's actual utility usage throughout the Term and the cost thereof. The District shall either refund the Non-Profit for any overpayment or shall invoice the Non-Profit for any underpayment. The Non-Profit shall reimburse the District for such underpayment, if any, within thirty (30) days after receipt of said invoice.

The Charter Schools shall comply with all District energy conservation policies in regard to use of the Facilities, as amended from time to time, including, but not limited to, Board Policy 3511 and the District's Energy Education program.

10. Proposition 39/Conditions Reasonably Equivalent.

a. Non-Profit acknowledges by execution of the Agreement that the Facilities provided by the Agreement are "reasonably equivalent," as that term is defined by Proposition 39. Non-Profit agrees that upon execution of this Agreement, all obligations of the District to the Non-Profit and Charter Schools under Proposition 39 have been satisfied for the Term of the Agreement.

b. Non-Profit acknowledges and agrees that neither the District nor any of its agents have made, and the District hereby disclaims any representations or warranties, express or implied, concerning the premises, the physical or environmental condition of the premises or any other property beneath, adjacent to, or otherwise related to the premises.

11. Custodial Services.

Custodial services shall be provided by the District pursuant to the terms and conditions as defined in Exhibit D.

12. Signage.

The Charter Schools shall be allowed to place signage on the exterior of the Facilities. The District will keep its own signage exhibited at the Site, identifying the school as operated or formerly operated by the District. The District shall have final approval over the design, content and location of the Charter Schools' signage, but shall not unreasonably deny such design, content or location. The Charter Schools must remove the signage upon termination of this Agreement. The Charter Schools must restore the Facilities, following removal of the signage, to the condition existing prior to installation of the signage to District's reasonable satisfaction. All such signage shall be subject to compliance with all applicable laws at Non-Profit's sole cost.

13. Maintenance and Repairs.

a. The District shall maintain the Facilities, furnishings and equipment, in good order, condition, and repair. The Non-Profit will reimburse the District for the costs, including

time, labor and materials, to maintain the Facilities in good order, condition and repair. Said costs to the Non-Profit will be the sum total of: 1) The Facilities Use Fee of Section 4 of the Agreement; 2) the costs of custodial services per Section 11 and Exhibit D of the Agreement; and 3) the actual costs, including salary, benefits and payroll taxes, of the equivalent of one full time (1.0 FTE) District-employed Plant Manager (SPOM III) assigned to the Sites for all 12 months of the year. The District will invoice the Non-Profit quarterly for these actual costs of the District employed custodian and Plant Manager assigned to the Site. The Non-Profit will pay said invoice within thirty (30) days of receipt.

b. The Charter Schools will provide reasonable workspace for the Plant Manager assigned to the Sites.

c. The District will be responsible for any modifications necessary to maintain the Facility in accordance with Education Code sections 47610, subd.(d) or 47610.5. District shall be responsible for the major maintenance of the facilities used by Charter Schools. For purposes of this section, “major maintenance” includes the major repair or replacement of plumbing, heating, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582.

d. The District shall be responsible for providing the wiring / MIS infrastructure and maintaining it in its condition as of July 1, 2012. Any upgrades or improvements to the wiring / MIS infrastructure shall be the responsibility of the Charter Schools, in compliance with Section 14 (“Alterations and Additions”). The Charter Schools are responsible for the cost of internet services provided at the commercial rate.

e. Upon the expiration or earlier termination of this Agreement, the Charter Schools shall surrender the Facilities and furnishings and equipment in the same condition as received, ordinary wear and tear excepted.

14. Alterations and Additions.

The Charter Schools shall only make alterations, additions, or improvements (“Improvements”) to the Facilities after obtaining the prior written consent of the District’s Superintendent or his designee, which shall not be unreasonably withheld. Any Improvements to the Facilities made by the Charter Schools shall be paid for by the Charter Schools, and shall be contracted for and performed in accordance with federal, state and local law, and all applicable building code standards, including without limitation Title 24 of the California Code of Regulations, the Field Act, Americans with Disabilities Act and the Fair Employment and Housing Act and all applicable District policies relating to facilities construction (the “Construction Standards”). The District Superintendent or his designee will identify persons with whom the Charter Schools can communicate to seek information regarding District policies and to obtain consent for Improvements.

The District may impose, as a condition to the aforesaid consent, such requirements as the District may deem necessary in its sole discretion, including without limitation, the manner in which the work is done, a right of approval of the contractor by whom the work is to be performed, and the times during which it is to be accomplished.

Should the Charter Schools fail to obtain the prior written consent of the District's Superintendent or his designee for Improvements, the Charter Schools shall, upon written request by the District, immediately cease making Improvements until such written consent is obtained, and the Charter Schools shall bear any costs, expenses and liabilities associated with the work stoppage.

Should the Charter Schools fail to contract and perform the Improvements in accordance with the Construction Standards or fail to adhere to the conditions to the District's consent as described above, the District may, at its sole option, direct that the Charter Schools immediately cease making such Improvements, and the District may alter, repair, or improve the Facilities pursuant to paragraph 15 hereunder, to bring the Facilities into compliance with the Construction Standards and/or the conditions to the District's consent, and Charter Schools shall be responsible for all such costs and expenses incurred by the District for such alterations, repairs or improvements. No Improvement shall reduce or otherwise impair the value of the Facilities. No Improvements shall be commenced until Charter Schools have first obtained and paid for all required permits and authorizations of all governmental authorities having jurisdiction with respect to such Improvements. All Improvements shall be made in a good workmanlike manner and in compliance with all laws, ordinances, regulations, codes and permits.

Upon written reasonable request of the District prior to the expiration or earlier termination of the Agreement, Charter Schools will remove any and all improvements to the Facilities, at its own cost, that can be done without damage to the Facilities. In the event of charter termination or closure of one or more of Charter Schools, all property shall be disposed of in accordance with the provision of the approved individual Charter School's petition. Unless the Parties agree otherwise in writing on an item by item basis, Charter Schools maintains their ownership rights in any alterations, additions or improvements and may be allowed to remove at termination of this Agreement and restore the Facilities to the condition existing prior to alteration, addition or improvement. Notwithstanding the foregoing, any addition to the Facilities that the Charter Schools do not remove prior to vacating the Facilities, shall vest in the District.

15. Entry by District.

The District may enter the facility at any time to inspect the Facilities, to supply any service to be provided by the District to the Charter Schools hereunder and to alter, improve or repair the Facilities, or in the case of an emergency, consistent with Education Code Section 47607(a)(1).

The District may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed so long as the Charter Schools'

operations do not suffer unreasonable interference. The District agrees to use its best efforts at all times to keep any interference to the academic programs at Charter Schools to a minimum. The Charter Schools waive any claim for damages for any inconvenience to or interference with the Charter Schools' business, any loss or use of quiet enjoyment of the Facilities related to District's entry for the purposes identified in this Section.

16. Employees, Contractors and Independent Contractors.

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

17. Indemnity.

The Charter Schools, individually and collectively, shall indemnify, hold harmless, and defend the District, its Board of Trustees, the members of its Board of Trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liabilities, expenses and costs for any injury, death or damage to any person or property arising from the Charter Schools' use of the Facilities, excepting those claims, demands, actions, suits, losses, liabilities, expenses and costs arising from the negligent or intentional acts of the District, its employees, agents, officers and invitees.

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

The District shall indemnify, hold harmless, and defend the Charter Schools, their trustees, officers, and agents against and from any and all claims, demands, actions, suits, losses, liabilities, expenses and costs for any injury, death or damage to any person or property arising from the District's conduct of business at the Facilities, excepting those claims, demands, actions, suits, losses, liabilities, expenses and costs arising from the negligent or intentional acts of the Charter Schools, their employees, agents, officers and invitees.

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

Upon becoming aware of any casualty or accident in or on the Facilities, each Party to this Agreement shall give prompt written notice thereof to the other Party.

In the event of a third party claim or potential claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, and in expediting all reasonable or necessary efforts to gain coverage for the Parties under any liability policy or indemnity agreement issued in favor of the Non-Profit, including indemnity rights or agreements existing in contracts between the Non-Profit and any third party (such as contract with a supplier of goods or services), and further including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

18. Insurance.

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

19. Damage to or Destruction of School Site.

a. Cost. The cost of restoring the Facilities under this Section shall be borne by the Non-Profit if the cause of the casualty is the negligence or intentional act of one or more of the Charter Schools, its employees, agents, students or invitees. The cost of restoring the Facilities under this Section shall be borne by the District if the cause of the casualty is the negligence or intentional act of the District, its employees, agents, or invitees. The Parties shall tender the cost of restoring the Facilities to their respective insurance carriers if the casualty is caused by a third party.

b. Partial Damage – Insured. If the Facilities are damaged by any casualty which is covered under fire and extended coverage insurance carried by District, then District may restore such damage provided insurance proceeds are available to pay eighty percent (80%) or more of the cost of restoration and provided such restoration can be completed within ninety (90) days after the commencement of the work in the opinion of a registered architect or engineer appointed by District. In such event this Agreement shall continue in full force and effect, except that Charter Schools shall be entitled to proportionate reduction of use payments while such restoration takes place, such proportionate reduction to be based upon the extent to which the restoration efforts interfere with Charter Schools' business in the Facilities. The District shall provide the Charter Schools alternative space in the District for any part of the respective Charter Schools' program that is displaced by the partial damage and/or the repair work of the same. If one or more of the effected Charter Schools secure alternative space then there shall be no diminution in the use payments during the period of the restoration.

c. Total Destruction. If the Facilities are totally destroyed (defined as the destruction of more than fifty percent (50%) of the usable classroom space) or the Facilities cannot be restored as required herein under applicable laws and regulations, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. Immediately upon the effective date of the damage, the District must provide a reasonably equivalent school facility to the effected Charter Schools as soon as

reasonable so as to avoid any interruption in the educational program of the effected Charter Schools.

20. Liens.

Non-Profit shall keep the Facilities free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Non-Profit. Notwithstanding anything stated herein to the contrary, if the Non-Profit fails to promptly release and remove any such lien, District, at its sole option, may immediately (but shall not be obligated to) take all action necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by District in connection with such lien shall be immediately due and payable by Non-Profit.

21. Holding Over.

Non-Profit shall not remain in possession of the Facilities or any part thereof after the expiration of this Agreement or after termination thereof without the express written consent of District. Notwithstanding the foregoing, if the Non-Profit holds over, the Non-Profit shall pay the monthly Facilities Use Fee plus all other charges payable required by this Agreement. Any holdover by Non-Profit requires the Non-Profit and the Charter Schools to comply with all terms of this Agreement. A holdover by the Charter School shall not trigger any additional term. The District shall have the right to remove the Charter Schools at any time after the expiration of the Term or termination of this Agreement.

22. Assignment and Subletting.

The Non-Profit may not assign its rights under this Agreement or sublet any portion of the Facilities without the prior written consent of the District.

23. Rules, Regulations and Law.

The Charter Schools and the Charter Schools' agents, employees, students, visitors and invitees shall observe and comply fully and faithfully with all reasonable and nondiscriminatory policies, rules, and regulations adopted by the District for the care, protection, cleanliness, and operation of the Facilities, and the Facilities' furnishings and equipment, and shall comply with all applicable laws. The District will provide the Non-Profit with copies of the relevant written custodial and maintenance policies. The District will provide any such written policies that are amended during the term of the Agreement.

24. Smoking.

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

areas.

25. Default by Non-Profit.

The occurrence of any one or more of the following events shall constitute a default and material breach of this Agreement by Non-Profit:

- a. The failure by Non-Profit to utilize the Facilities for the sole purpose of operating the Charter Schools.
- b. The failure by Non-Profit to make timely payments required under this Agreement.
- c. The failure by Non-Profit to observe or perform any of the material express covenants, conditions or provisions of this Agreement.

d. The revocation or non-renewal of one or more of the Charter School' charters. Notwithstanding the foregoing, this Agreement shall not be terminated pursuant to this provision provided that the Charter School continues to operate in accordance with the terms of this Agreement and is diligently pursuing a statutory appeal of the revocation or nonrenewal of its charter. In the event of any material default or breach by Non-Profit, District may, but shall not be obligated to, terminate this Agreement and Non-Profit's right to possession of the Facilities upon thirty (30) days written notice thereof to the Non-Profit if the default is not cured within the thirty (30) day period. If the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period, the Non-Profit shall not be in default if Non-Profit shall within such thirty (30) day period commence such cure and thereafter, diligently prosecute the same to completion. In no event shall such period to cure exceed sixty (60) days.

In the instance of a default pursuant to part (d) of this provision, the District may impose the following remedy: The specific Facilities allocated to the respective charter school(s) that has been revoked or not renewed shall revert back to District possession and use. Upon termination, District shall retain the right to recover from Non-Profit, without limitation, any amounts due under this Agreement or applicable law. Unpaid Facilities Use Fees shall bear interest from the date due at the maximum legal rate. In the event of termination by the District by reason of Non-Profit default or breach of this Agreement, the District shall not be obligated to provide facilities to the Charter Schools pursuant to Proposition 39 for the remainder of that school year.

26. Default by District.

District shall be in default of this Agreement if District fails to perform any material obligation required by this Agreement. In the event of any default by District, Charter School may perform the action that is the obligation of the District and invoice the District for the reasonable costs thereof. Prior to taking such action, the Non-Profit must provide thirty (30) days written notice thereof to the District if the District has failed to cure the default within thirty (30) days, unless the nature of the default is such that the

same cannot reasonably be cured within said thirty (30) day period, in which event District shall not be in default (and Charter School may not terminate this Agreement) if District commences to cure such default within such thirty (30) day period and thereafter, diligently prosecutes the same to completion.

27. Miscellaneous.

a. Waiver. The waiver by either Party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any charge hereunder by District or payment of any charge by Non-Profit shall not be deemed to be a waiver of any preceding default by Non-Profit or District of any term, covenant or condition of this Agreement, other than the failure of the Non-Profit to pay the particular charge so accepted, regardless of District's knowledge of such preceding default at the time of the acceptance of such charge.

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

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

d. Amendment. No provision of this Agreement may be amended or modified except by an agreement in writing signed by the Parties hereto.

e. Construction. Each of the Parties acknowledges and agrees that this Agreement is to be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.

f. Venue. Any action or proceeding by any Party to enforce the terms of this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento.

g. Applicable Law. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter that have legal contacts and relationships exclusively within the State of California.

h. Severability. If any provision or any part of this Agreement is for any reason held to be invalid, unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

i. Prevailing Authority. In the event of a conflict between the law and the terms of this

Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. In the event of a conflict between the terms of the charter and the terms of this Agreement, the terms of this Agreement shall prevail. The Parties shall meet and confer to determine how to correct any conflicts so this Agreement complies with the Charter.

j. No Admission. Except as expressly agreed herein, nothing contained herein shall constitute an admission of fact or law.

k. Binding Obligation. If and to the extent that the Non-Profit is a separate legal entity from the District, the Non-Profit expressly agrees that this Agreement is a binding obligation on the Non-Profit and the Charter Schools and the District agrees that this Agreement is a binding obligation on the District.

l. Prior Agreements. This Agreement contains all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose.

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

n. Notices. All notices and demands that may be or are to be required or permitted to be given by either Party to the other hereunder shall be in writing. All notices and demands by the District to the Non-Profit or the Charter Schools shall be sent by United States Mail, postage prepaid, addressed to the Non-Profit or Charter Schools at the address set forth below. All notices and demands by the Non-Profit and/or Charter Schools to the District shall be sent by United States Mail, postage prepaid, addressed to the District at the address set forth below.

To District:

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

To Non-Profit or Charter School:

St. HOPE Public Schools
Attn: Jim Scheible, Superintendent
2315 34th Street
Sacramento, CA. 95817
Facsimile 916-649-7757

o. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Signatures transmitted via facsimile or portable document format (“pdf”) to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

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

Non-Profit and Charter Schools

District

By: _____

Jim Scheible
Superintendent

By: _____

Jonathan P. Raymond,
Superintendent

Date: _____

Date: _____

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

AYES:

NOES:

Abstentions:

Secretary to the Board of Education

Exhibit A – Description and Square Footage of Facilities

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

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

<u>St Hope</u>		
<u>Public</u>		
<u>Schools</u>		<u>PS 7</u>
880		
485		
449		
	1,249	
	56	
	90	
	108	
	139	
	780	
	45	
	907	
1,650		
1,225		
	45	
	1,648	
	1,492	
302		
302		
383		
	1,650	
	733	
	731	
	485	
	753	
	757	
	938	
	908	
	908	
	880	
141		
142		
288		
	876	
	878	
881		
288		
288		
879		
879		
879		
879		
881		
430		
908		
908		
938		
908		
	908	
	908	
878		

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

<u>St Hope Public Schools</u>	<u>PS 7</u>
879	
1,216	
1,028	
38	
50	
52	
68	
69	
74	
78	
98	
118	
141	
142	
142	
144	
190	
204	
215	
238	
340	
399	
493	
579	
609	
733	
767	
947	
1,047	
1,062	
1,193	
5,398	
1,752	
2,060	
	93
116	
134	
	142
143	
160	
164	
165	
169	
510	
279	
297	
-	

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

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

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

<u>St Hope</u> <u>Public</u> <u>Schools</u>	<u>PS 7</u>
76	
45	
23	
493	
59	
600	

Bldg. 003	East Wing			1974	36964
C-04	E-13	Auto Shop	2,101		
C-13	E-13	Storage	169		
C-4A	E-13	Office	118		
C-21	E-41	Classroom	1,307		
C-21A	E-41	Storage	446		
C-27	E-41	Dark Room	299		
C-27B	E-41	Dark Room	56		
C-32	E-41	Storage	87		
C-55		Corridor	532		
C-56A		Corridor	1,209		
C-56B		Corridor	1,353		
C-56C		Corridor	1,109		
C-57		Corridor	531		
C-58		Corridor	1,075		
C-59		Corridor	532		
C-48	E-3	Classroom	879		
C-40	E-43	Classroom	898		
C-47	E-44	Classroom	908		
C-19	E-16	Computer Lab	781		
C-15	E-18	Science Lab	1,325		
C-08	E-33	Science Lab	1,855		
C-33	E-6	Classroom	887		
C-28	E-7	Classroom	879		
C-22	E-8	Classroom	879		
C-18	E-9	Classroom	875		
C-103A		Women	31		
C-104A		Men	31		
C-103		Girls	147		
C-104		Boys	147		
C-43	E-1	Reception	305		
C-16	E-10A	Office	105		
C-17	E-10B	Office	198		
C-10	E-11	Classroom	882		
C-11	E-12	Classroom	876		
C-29	E-14	Classroom	879		
C-23	E-15	Computer Lab	1,176		
C-14	E-17	Classroom	880		
C-25	E-19	Classroom	866		
C-42	E-2	Principal	294		
C-20	E-20	Office	182		
C-24	E-21	Computer Lab	789		
C-30	E-22	Classroom	879		
C-31	E-23	Classroom	896		
C-35	E-24A	Office	435		
C-36	E-24B	Office	435		
C-38	E-25	Classroom	879		
C-44AA	E-26A	Office	32		
C-44A	E-26A	Office	204		
C-44B	E-26B	Office	313		
C-45	E-27	Storage	190		

2,101
169
118
1,307
446
299
56
87
532
1,209
1,353
1,109
531
1,075
532
879
898
908
781
1,325
1,855
887
879
879
875
31
31
147
147
305
105
198
882
876
879
1,176
880
866
294
182
789
879
896
435
435
879
32
204
313
190

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

<u>St Hope Public Schools</u>	<u>PS 7</u>
877	
908	
938	
906	
135	
154	
1,521	
1,212	
1,366	
907	
1,693	
909	
910	
937	
431	
905	
459	
431	
25	
31	
31	
52	
66	
93	
146	
147	
149	
171	
6,782	
1,980	

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

Bldg/Room Code	Classroom No.	Room Use	Area	Year Built/Modernized	DSA #
	Aud 302	Classroom	1,925		
		Assembly	4,779		
	<i>Subtotal 2nd Floor</i>		7,800		

**St Hope
Public
Schools** **PS 7**

1,925
4,779

BUILDING AREA TOTAL 28,656
COVERED WALKWAYS 188
CLASSROOMS 3

188

Bldg. 005	Dance Annex			1937	2772
	DA 2	Classroom	1,140		
	DA 1	Classroom	945		
	DA	Classroom	3,182		
		Storage	394		
		Costumes	225		
		Corridor	324		

1,140
945
3,182
394
225
324

BUILDING AREA TOTAL 6,210
COVERED WALKWAYS 948
CLASSROOMS 3

948

Bldg. 006	Pavilion Gym			1937	2772
1st Floor					
H602		Corridor	1,762		
V009		Medical Exam	587		
H601		Corridor	1,186		
C005		Instructor	156		
SFTB		Drying	516		
R601		Team Lockers	4,117		
SX61		Storage	223		
SX63		Instructor	160		
SX62		Equipment	436		
SH61		Storage	176		
SNW6		Storage	136		
		Office	111		
O002		Office	356		
SC04		Storage	111		
C004		Instructor	140		
R602		Team Lockers	3,559		
TR65		Showers	1,067		
B600		Pump Room	387		
ZC60		Wash Room	237		
TR6T		Toilet	302		
SR61		Storage	166		
C006		Instructor	139		
SC06		Drying	343		
SME6		Storage	131		
C007		Instructor	167		
C008		Instructor	130		
F600		Lobby	2,631		
SSEO		Storage	536		
V601		Football Stor.	1,055		
V602		Classroom	1,079		
H600		Corridor	1,949		
HTW6		Vestibule	37		
J600		Custodian	78		
SH6X		Storage	41		
SW60		Storage	107		

1,762
587
1,186
156
516
4,117
223
160
436
176
136
111
356
111
140
3,559
1,067
387
237
302
166
139
343
131
167
130
2,631
536
1,055
1,079
1,949
37
78
41
107

Bldg/Room Code	Classroom No.	Room Use	Area	Year Built/Modernized	DSA #
TW60		Toilet (Men)	247		
ZBX1		Tickets	88		
CR0P		Storage	445		
		Refreshments	231		
SS86		Storage	179		
R010		Dressing Rm	325		
R011		Lockers	622		
COF7		Gym	12,648		
T10S		Shower	75		
T11S		Shower	112		
SH60		Lounge	117		
SE60		Storage	80		
T10T		Toilet	58		
T11T		Toilet	87		
ZBX2		Tickets	83		
TW60		Toilet (Women)	247		
		Unspecified	778		
Subtotal 1st Floor			40,736		
2nd Floor					
M600		Mechanical	1,804		
S261		Storage	172		
ZG60		Broad. Booth	101		
HTMF		Vestibule	70		
TMF2		Toilet (Men)	230		
HTWF		Lounge	99		
TWF2		Toilet (Women)	204		
Subtotal 2nd Floor			2,680		

St Hope Public Schools	PS 7
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247
88
445
231
179
325
622
12,648
75
112
117
80
58
87
83
247
778

1,804
172
101
70
230
99
204

BUILDING AREA TOTAL	43,416
COVERED WALKWAYS	1,256
CLASSROOMS	-

1,256

Bldg. 007	Fieldhouse Gym			1974	36964
		Equipment	138		
H710		Vestibule	212		
H708		Vestibule	212		
O709		Exercise	858		
		Storage	115		
S711		Storage	211		
		Storage	119		
C700		Student Store	518		
		Storage	292		
V700		Dance	3,826		
		Vestibule	88		
V701		Gymnastics	3,343		
		Classroom	2,072		
		Vestibule	49		
		Coaches	347		
H700		Corridor	648		
C705		Office	432		
T708		Lockers	179		
S700		Storage	95		
B700		Boiler	568		
S707		Showers	794		
		Toilet	260		
S701		Storage	187		

138
212
212
858
115
211
119
518
292
3,826
88
3,343
2,072
49
347
648
432
179
95
568
794
260
187

Bldg/Room Code	Classroom No.	Room Use	Area	Year Built/ Modernized	DSA #
		Corridor	1,933		
J703		Custodian	73		
G700		Gymnasium	7,651		
		Unaccounted	230		

<u>St Hope Public Schools</u>	<u>PS 7</u>
1,933	
73	
7,651	
230	
-	

BUILDING AREA TOTAL 25,450
COVERED WALKWAYS -
CLASSROOMS -

Bldg. 008	Pool Building		1967	29154
		Locker Rooms	1,748	
		Toilets	520	
		Showers	923	
		Office	871	
		Lobby	372	
		Storage	671	
		Mechanical	300	

1,748
520
923
871
372
671
300

BUILDING AREA TOTAL 5,405
COVERED WALKWAYS 779
CLASSROOMS -

779

Permanent Building Area 246,297
Covered Walkways 5,751
Permanent Classrooms 73

PORTABLE BUILDINGS

P1	P1	Classroom	960		
P2	P2	Classroom	960		
P3	P3	Classroom	960		
P4	P4	Classroom	960		
P5	P5	Classroom	960		
P6	P6	Classroom	960		
P7	P7	Classroom	960		
P8	P8	Classroom	960		
P9	P9	Classroom	960		
P01/RR		Toilets	960		
P10	P10	Classroom	960		
P11	P11	Classroom	960		
P12	P12	Classroom	960		
P13	P13	Classroom	960		
P14	P14	Classroom	960		
P15	P15	Classroom	960		
P16	P16	Classroom	960		
P17	P17	Classroom	960		
P18	P18	Classroom	960		
P19	P19	Classroom	960		
P20	P20	Classroom	960		

960
960
960
960
960
960
960
960
960
960
960
960
960
960
960
960
960
960
960
960
960
960
960
960
960

BUILDING AREA TOTAL 20,160
COVERED WALKWAYS -
CLASSROOMS 20

TOTAL	218,073	19,107	35,028
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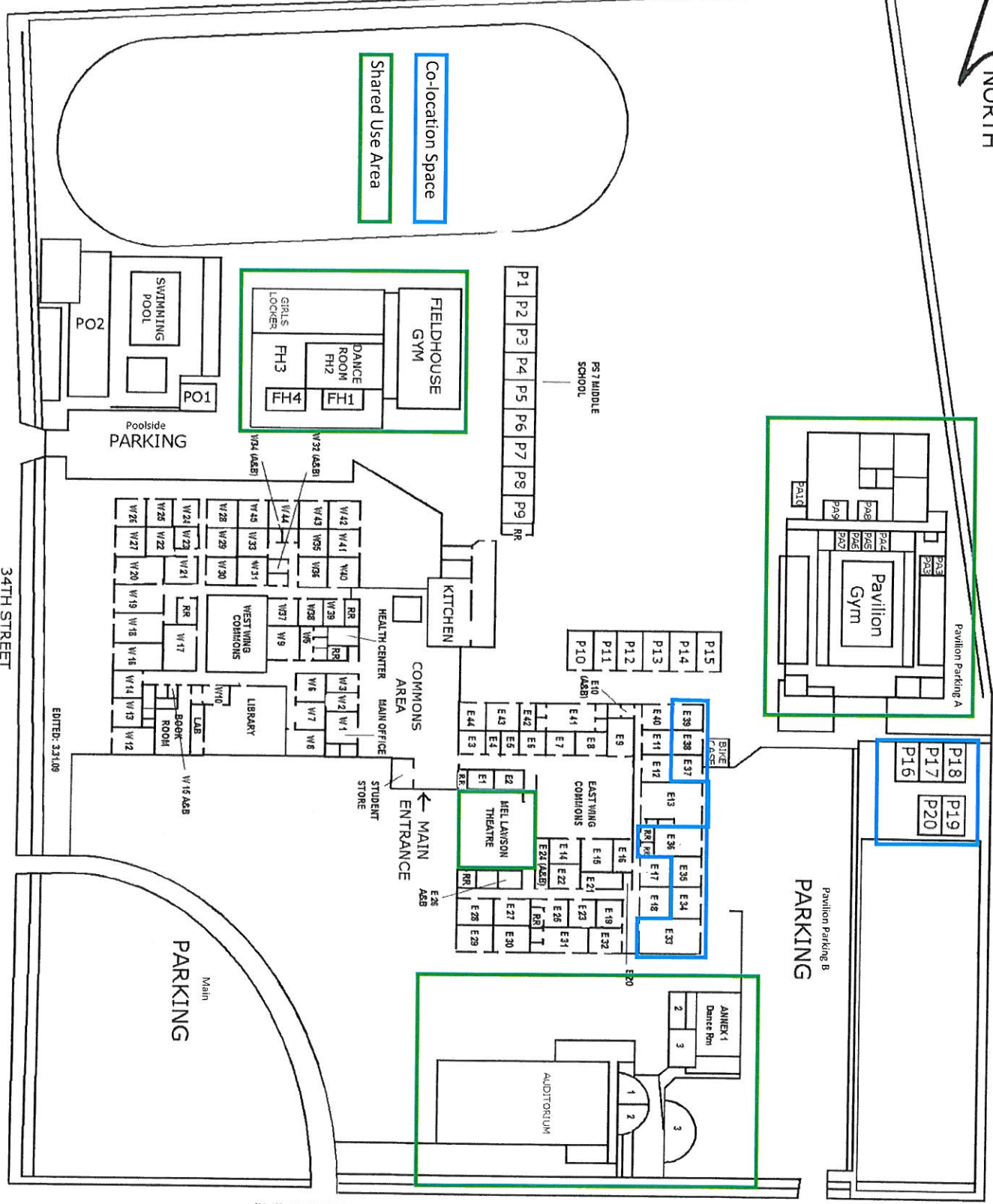
Portable Building Area 20,160
Covered Walkways 0
Portable Classrooms 20

TOTAL BUILDING AREA 266,457
TOTAL COVERED WALKWAYS 5,751
TOTAL CLASSROOMS 93

Exhibit B – Map of Sacramento High School Campus Facilities/Buildings and Other Property



"V" STREET



NORTH

Co-location Space

Shared Use Area

P1 P2 P3 P4 P5 P6 P7 P8 P9 RR

P57 MIDDLE SCHOOL

Pavilion Gym

P10 P11 P12 P13 P14 P15

Pavilion Parking A

P16 P17 P18 P19 P20

37TH STREET

Pavilion Parking B

PARKING

E10 E11 E12 E13 E14 E15 E16 E17 E18 E19 E20 E21 E22 E23 E24 E25 E26 E27 E28 E29 E30 E31 E32 E33 E34 E35 E36 E37 E38 E39 E40 E41 E42 E43 E44

EAST WING COMMONS

HEIL LAWSON THEATRE

W1 W2 W3 W4 W5 W6 W7 W8 W9 W10 W11 W12 W13 W14 W15 W16 W17 W18 W19 W20 W21 W22 W23 W24 W25 W26 W27 W28

WEST WING COMMONS

LIBRARY

LAB

BOOK ROOM

W14 A&B

Poolside PARKING

FIELDHOUSE GYM

DANCE ROOM FH2

FH1 FH3 FH4

GIRLS LOCKER

PO1

PO2

SWIMMING POOL

KITCHEN

COMMONS AREA

HEALTH CENTER

MAIN OFFICE

STUDENT STORE

← MAIN ENTRANCE

A&B

AUXILIARY 1 Dance Rm

1 2 3

AUDITORIUM

Main PARKING

34TH STREET

EDITED: 3/31/09

"Y" STREET

Exhibit C – Facilities Use Fee

For the 2012-2013 school year, Non-Profit shall pay District an initial estimated Facilities Use Fee of Five Hundred Forty-Three Thousand Nine Hundred Four Dollars and Twenty Cents (\$543,904.20) based on a pro rata Facilities cost estimate of Two Dollars and Ten Cents (\$2.10) per square foot for the use of approximately Two Hundred Fifty Nine Thousand and Two (259,002) square feet of the Facilities (237,180 square feet at Sacramento High School site plus 21,822 square feet at the Strawberry Lane Site) during that time. The Facilities Use Fee shall be paid out in equal installments of Forty-Five Thousand Three Hundred Twenty-Five Dollars and Thirty-Five Cents (\$45,325.35) each month throughout the fiscal year. Beginning on July 1, 2012, payments shall be payable on or in advance on the first day of each month (“Due Date”), without deduction, offset, prior notice or demand, in lawful money of the United States.

The District will re-calculate and adjust these fees annually for the remaining fiscal years for the Term of this Agreement.

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

Exhibit D – Custodial Services

a. Routine Services. The District shall be responsible for providing the “routine” or regularly scheduled daily or weekly custodial services for the Strawberry Lane facility. The level of said services will be consistent with the District’s standard practices and policies. The District’s standard policies will be provided to the Charter schools. Said services will be provided by District employees, and Charter Schools have the right to report dissatisfaction with the custodial services so the District will take any corrective action that may be appropriate. Charter Schools shall have the right to direct the custodian to perform specific duties that are within the scope of the custodian’s job duties. The Charter Schools will reimburse the District for the actual costs, including time and labor (including salary, benefits and payroll taxes), to provide custodial services for the Strawberry Lane facility. In order to provide more comprehensive coverage of services, Charter Schools will employ two (2) 3.5 hour custodians on separate shifts.

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