



Sequoia Grove Charter Alliance
Special Board Meeting

Date and Time: May 16, 2024
6:30 pm

Location: Join Zoom Meeting

<https://sequoiagrove-org.zoom.us/j/4075258260?omn=87073284357>

Meeting ID: 407 525 8260

Agenda:

I. Opening items

- A. Record Attendance
- B. Call the Meeting to Order
- C. Approval of the Agenda
- D. Public Comments on agenda and non-agenda items
- E. Approval of Minutes
 - a. Board Meeting 4-18-2024

II. Closed Session

- A. Closed Session: PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code section 54957(b)(1)
Title: Interim CEO

III. Director's Update

- A. CEO Report - Julie Haycock-Cavender

IV. Finances

- A. Budget Update - Creative Back Office

V. Operations

- A. Discussion and Potential Action on Back Office Service Providers
- B. Discussion and Potential Action on Job Descriptions - Director/Manager of Business Operations & Business Assistant
- C. Discussion and Potential Action on Update to Salary Schedule
- D. Discussion and Potential Action on Charter Tech Services Contract
- E. Discussion and Potential Action on the Building Leases
 - a. Roseville Office

b. Sacramento Office

VI. Closing Items Operations

- A. Board of Director's Comments & Requests For Future Agenda Items
- B. Announcement of Next Regular Scheduled Board Meeting
- C. Adjourn Meeting

Public Comment Rules: Members of the public may address the Board on agenda or non-agenda items through the teleconference platform, Zoom. Zoom does not require the members of the public to have an account or login. Please either utilize the chat option to communicate to the administrative team of your desire to address the Board or simply communicate orally your desire to address the Board when the Board asks for public comments. Speakers may be called in the order requests are received. Comments are limited to 2 minutes each, with no more than 16 minutes per single topic. If a member of the public utilizes a translator to address the Board, those individuals are allotted 4 minutes each. If the Board utilizes simultaneous translation equipment in a manner that allows the Board to hear the translated public testimony simultaneously, those individuals are allotted 2 minutes each. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to school staff or calendar the issue for future discussion.

Note: The Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Sequoia Grove Office at (916) 526-3794 at least 48 hours before the scheduled board meeting so every reasonable effort can be made to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 1213).



SGCA Regular Board Meeting Minutes April 18, 2024

I. Opening Items A. Record Attendance

All Board Members were present at Rollcall:

- o Janeal Cimino
- o Glad Donahue
- o Rose Faramarzi-Rad
- o Gloria Maxwell
- o Bob McGuire

B. Bob McGuire called the meeting to order at 6:40 PM. C. Approval of the Agenda

Janeal Cimino made a motion to approve the Agenda.
Glad Donahue seconded the motion.
Rollcall vote was taken. Motion passed unanimously.

D. Public Comments:

Bob McGuire read a statement about public comments and the chat function was disabled after the public comment period.

Who spoke	Subject Matter
No Public Comments	

E. Approval of Board Meeting Minutes:

- a. Regular Board Meeting March 14, 2024
Rose Faramarzi-Rad motioned to approve the March 14, 2024 meeting minutes.
Janeal Cimino seconded.
Rollcall vote was taken. Motion passed unanimously.



SGCA Regular Board Meeting Minutes April 18, 2024

II. Closed Session

- A. Janeal Cimino made a motion to go into Closed Session at 6:54 pm.
Glad Donahue seconded the motion.
Rollcall vote was taken. Motion passed unanimously.

Glad Donahue made a motion to come out of Closed Session at 7:43 pm.
Rose Faramarzi-Rad seconded the motion.
Rollcall vote was taken. Motion passed unanimously.

Action taken in Closed Session: Bob McGuire reported out that there was no reportable action taken during closed session.

III. Director's Update:

[Julie Haycock](#) touched on what she has been working on since stepping in.

- Communication: Staff was notified that the schools and CSO will be changing their agreement and that some staff will transition to the schools from the CSO.
- Payroll: Staff has started using time clocks to clock in and out. Leases: renewing leases for the three locations, working with contractor to do some work on the Clarksville location to bring it up to code. Working with landlord to determine who is responsible for the work.
- Finance Committee: Met this week, putting system in place for approving spending.
- School Support: SGCA is providing support to prom for those students that need help, and will give money for decorations.
- Staff Appreciation: End of year CSO staff appreciation in LA for those that live there, still planning local event.
- Enrollment Team: working hard processing 5100 students for next year. 500 still on the wait list.
- Compliance Team: Kudos to team for completing LP & attendance and work staples. Next week will start to review Master Agreements for next year.



SGCA Regular Board Meeting Minutes April 18, 2024

- **Ordering Team:** Vista Ordering System closed for the school year. Working on processing 5500 new orders. Awesome job. **Accounts Payable:** Processing 100 invoices a day and managing the breakdown and billing for each school.

IV. Operations

A. Approval of 2023 Audit - Creative Back Office

The voluntary audit is done with no major concerns. A noted concern in the audit was regarding the year to year contract with the schools that does not secure the CSO's future, but that is the nature of our organization.

Janeal Cimino made a motion to approve the 2023 Audit as submitted.

Glad Donahue seconded the motion.

Rollcall vote was taken. Motion passed unanimously.

B. Budget Update - Creative Back Office

Cory Cavanah presented the monthly budget update. Things looked good, and there were no surprises.

C. Approval of Job Description - Governance Liaison

Janeal Cimino made a motion to approve the Job Description - Governance Liaison

Rose Faramarzi-Rad seconded the motion.

Rollcall vote was taken. Motion passed unanimously.

V. Closing Items

A. Board of Director's Comments & Requests For Future Agenda Items

No Board comment were made.

B. Announcement of Next Regular Scheduled Board Meeting

The next regular scheduled Board Meeting is May 30, 2024 at 6:30 PM with a possibility for a special board meeting on May 16, 2024.



**SGCA Regular Board Meeting Minutes
April 18, 2024**

C. Adjourn Meeting

Glad Donahue motioned to adjourn the meeting at 8:21 pm.

Janeal Cimino seconded.

Rollcall vote was taken. Motion passed unanimously.

Noted by:

Board Secretary

SPECIAL BOARD MEETING

CEO Report

May 16, 2024



Welcom

e

We are heading into the final stretch of the school year!

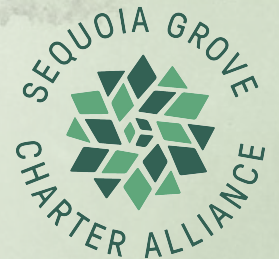
All of our teams are working hard to complete enrollments, verify documents, collect materials, prepare for graduation, and so much more!



Teamwork

I have been working closely with School Leadership on the following:

- Developing communication regarding the transition of departments moving to the schools
- Coordinating with Gallagher on benefits options in preparation for Open Enrollment
- Exploring 401k & 403b options for the CSO Staff
- Assessing needs and costs to finalize the Shared Services Agreements between schools & CSO
- Developing alignment of calendars, handbooks, PTO and sick time for support staff
- Reviewing and negotiating building leases

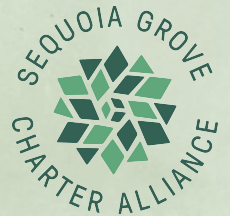


Enrollment Team



From Cruz Alvarez - Enrollment Team Coordinator:

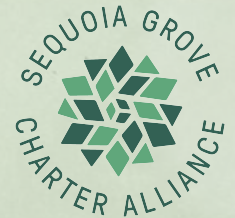
- We met their internal deadline of four registration windows for families who came in during the open enrollment period.
- As a team, we have processed about 750 new students in four weeks.
- We've reviewed over 1,100 applications within the last four weeks.
- Students who have teacher assignments are being processed into School Pathways.
- We will be reevaluating enrollment numbers to see how many students can be pulled from the lottery waitlist.



CalPads/SIS Team

From Aimee Hicks, Coordinator:

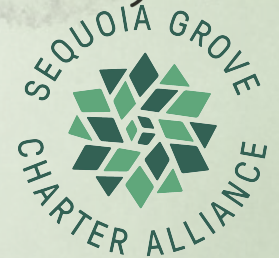
- Completed our post-rollover data verification.
- Updating Parent Portal JotForms in preparation for 24/25 SY
- Created enrollment demographic reports for directors to project next SY enrollment.
- Working with teams to clarify workflows related to
 - SPED Case Manager Signatures
 - Preferred Name Workflows
 - Adult Educational Rights
- Teacher >Student Transfers
 - 178
- Onboarding new 24/25 staff in Pathways
 - 24 new credentialed employees
- CALPADS EOY data verification and reporting process is open and underway.



Staff Celebrations

May 14 - Luncheon in Irvine for our Southern
California Staff

June 21 - Luncheon in Sacramento for our
Northern California Staff





Thank you



2023-24 SGCA Fiscal Update – May 16th, 2024

Sequoia Grove Budget Overview

Adopted Budget – July 2023

Adopted Budget Revenue - \$4,669,390
Adopted Budget Expenditures - \$4,666,942
Adopted Budget Projected Year End Balance - \$2,448

Budget Update – Dec 2023

Adopted Budget Revenue - \$4,669,390
Updated Budget Expenditures - \$4,680,942 (\$14,000 increase)
Updated Budget Projected Year End Balance – **(\$11,552)** (\$14,000 decrease)

Budget Update – April 2024

Updated Budget Revenue - \$4,669,390 (\$0.00 change)
Updated Budget Expenditures - \$4,663,119 (\$17,823 decrease)
Updated Budget Projected Year End Balance - \$6,271 (\$17,823 increase)

Projected Cumulative Ending Balance

Beginning Balance 7/1/2023 - **\$110,219** *Retained Earnings after Year 1 & 2
2023-24 Projected Balance - \$6,271
Projected Cumulative Balance 6/30/2024 - **\$116,491**

Budget Update vs. Actuals thru 04/30/2024 Actual

Revenues Received - \$3,891,158
Actual Expenditures - \$3,851,527

Sequoia Grove Charter Alliance
Budget Overview: FY 2023-24 Working Budget - Apr 2024 - FY24 P&L
 July 2023 - June 2024

		Total
Income		
Shared Services Agreement		4,669,390.00
Total Income	\$	4,669,390.00
Gross Profit	\$	4,669,390.00
Expenses		
2900 Salaries		2,815,792.56
2901 Salaries - Overtime		7,000.00
Total 2900 Salaries	\$	2,822,792.56
3300 Medicare/ Social Security		209,098.00
3400 Health and Welfare Benefits		385,984.00
3500 Unemployment Insurance		19,354.00
3600 Workers Compensation		9,567.00
3900 403B		116,654.00
4300 Software		35,000.00
4315 Office Expense		45,000.00
4342 Business Meals		2,500.00
4400 Non-Cap Computers & Equipment		9,100.00
4500 Furniture		10,000.00
5200 Professional Development & Travel		
5210 Conferences		25,000.00
5211 Professional Development		6,500.00
5212 Staff Retreat		23,500.00
5213 Per Diem		5,000.00
5214 Travel		5,000.00
Total 5200 Professional Development & Travel	\$	65,000.00
5301 Insurance & Registration		7,500.00
5302 Fuel		12,500.00
5303 Maintenance / Oil Changes		6,000.00
5400 General Liability Insurance		38,000.00
5501 Facility Security		4,000.00
5515 Custodial Service		0.00
5610 Facility Lease		246,566.00
5615 Repairs & Maintenance		8,000.00
5620 Equipment Lease		20,000.00
5803 Audit & Tax Return		10,740.00
5805 General Consulting		17,500.00
5812 Business Services		82,000.00
5840 Banking & Payroll Fees		14,000.00
5845 Legal Expenses		20,000.00
5851 Advertising/Marketing		2,000.00
5860 Fingerprinting/Personnel Fees		200.00
5869 Events & Supports		8,000.00
5870 New Arrival Package		500.00
5871 Founders Awards		1,000.00
5872 Community E. & D. - Staff Events & Team Building		9,000.00
5874 Community E. & D. - Staff Gear		3,500.00
5875 Community E. & D. - Staff Appreciation		1,500.00
5887 Tech Services		336,000.00
5890 Board Stipend		11,500.00
5910 Phone & Internet - Comcast Verizon		20,000.00
5911 Phone & Internet - Ring Central		20,000.00
5920 Postage		8,000.00
6900 Depreciation		25,065.00
Total Expenses	\$	4,663,120.56
Net Operating Income	\$	6,269.44
Net Income	\$	6,269.44

Sequoia Grove Charter Alliance
Budget vs. Actuals: FY 2023-24 Working Budget - Apr 2024 - FY24 P&L
July 2023 - April 2024

	Actual	Total Budget	% of Budget
Income			
Shared Services Agreement	3,891,158.30	4,669,390.00	83.33%
Total Income	\$ 3,891,158.30	\$ 4,669,390.00	83.33%
Gross Profit	\$ 3,891,158.30	\$ 4,669,390.00	83.33%
Expenses			
2900 Salaries	2,333,767.28	2,815,792.56	82.88%
2901 Salaries - Overtime	4,573.85	7,000.00	65.34%
2902 Salaries - Medical Opt Out	51,800.00		
Total 2900 Salaries	\$ 2,390,141.13	\$ 2,822,792.56	84.67%
3300 Medicare/ Social Security	174,516.69	209,098.00	83.46%
3390 Federal Income Tax Withheld	0.00		
3400 Health and Welfare Benefits	286,450.08	385,984.00	74.21%
3500 Unemployment Insurance	21,811.43	19,354.00	112.70%
3590 CA State Income Tax Withheld	0.00		
3600 Workers Compensation	8,731.00	9,567.00	91.26%
3900 403B	96,034.54	116,654.00	84.04%
4300 Software	9,079.16	35,000.00	25.94%
4315 Office Expense	30,081.54	45,000.00	66.85%
4342 Business Meals	1,267.77	2,500.00	50.71%
4400 Non-Cap Computers & Equipment	584.85	9,100.00	6.43%
4500 Furniture	7,504.21	10,000.00	75.04%
5200 Professional Development & Travel			
5210 Conferences	23,245.65	25,000.00	92.98%
5211 Professional Development	1,758.34	6,500.00	27.05%
5212 Staff Retreat	23,348.00	23,500.00	99.35%
5213 Per Diem	3,000.00	5,000.00	60.00%
5214 Travel	5,382.74	5,000.00	107.65%
Total 5200 Professional Development & Travel	\$ 56,734.73	\$ 65,000.00	87.28%
5300 Vehicles & Fleet	60.00		
5301 Insurance & Registration	5,646.40	7,500.00	75.29%
5302 Fuel	8,671.16	12,500.00	69.37%
5303 Maintenance / Oil Changes	6,807.42	6,000.00	113.46%
5400 General Liability Insurance	37,528.56	38,000.00	98.76%
5501 Facility Security	3,521.60	4,000.00	88.04%
5515 Custodial Service		0.00	
5610 Facility Lease	228,505.36	246,566.00	92.68%
5615 Repairs & Maintenance	4,270.16	8,000.00	53.38%
5620 Equipment Lease	17,842.43	20,000.00	89.21%
5803 Audit & Tax Return		10,740.00	0.00%
5805 General Consulting	11,400.11	17,500.00	65.14%
5812 Business Services	68,347.50	82,000.00	83.35%
5840 Banking & Payroll Fees	11,201.91	14,000.00	80.01%
5845 Legal Expenses	15,737.05	20,000.00	78.69%
5851 Advertising/Marketing	1,309.76	2,000.00	65.49%
5860 Fingerprinting/Personnel Fees	100.00	200.00	50.00%
5869 Events & Supports	5,165.43	8,000.00	64.57%
5870 New Arrival Package	176.18	500.00	35.24%
5871 Founders Awards		1,000.00	0.00%
5872 Community E. & D. - Staff Events & Team Building	8,142.07	9,000.00	90.47%
5874 Community E. & D. - Staff Gear	2,320.72	3,500.00	66.31%
5875 Community E. & D. - Staff Appreciation		1,500.00	0.00%
5887 Tech Services	280,000.00	336,000.00	83.33%
5890 Board Stipend	9,200.00	11,500.00	80.00%
5899 Misc. Operating Services	267.78		
5910 Phone & Internet - Comcast Verizon	12,215.52	20,000.00	61.08%
5911 Phone & Internet - Ring Central	17,380.77	20,000.00	86.90%
5920 Postage	10,772.39	8,000.00	134.65%
6900 Depreciation		25,065.00	0.00%
Total Expenses	\$ 3,851,527.41	\$ 4,663,120.56	82.60%
Net Operating Income	\$ 39,630.89	\$ 6,269.44	632.13%
Net Income	\$ 39,630.89	\$ 6,269.44	632.13%

CASH FLOW	Budget	Projected		Total
		MAY 2024	JUNE 2024	
Revenue				
Revenue Limit Sources				
Shared Service Agreement - Clarksville	\$ 1,821,062	\$ 151,755	\$ 151,755	\$ 1,821,062
Shared Service Agreement - Feather River	\$ 2,147,919	\$ 178,993	\$ 178,993	\$ 2,147,919
Shared Service Agreement - Lakeview	\$ 700,408	\$ 58,367	\$ 58,367	\$ 700,408
Misc. Revenue	\$ -	\$ -	\$ -	\$ -
	\$ 4,669,390	\$ 389,116	\$ 389,116	\$ 4,669,390
TOTAL REVENUE	\$ 4,669,390	\$ 389,116	\$ 389,116	\$ 4,669,390
EXPENSES				
2900 - Salaries	\$ 2,815,793	\$ 215,113	\$ 215,113	\$ 2,815,793
2901 - Overtime	\$ 7,000	\$ 1,213	\$ 1,213	\$ 7,000
Total Salaries	\$ 2,822,793	\$ 216,326	\$ 216,326	\$ 2,822,793
Employee Benefits				
3300 - Medicare/ Social Security	\$ 209,098	\$ 17,291	\$ 17,291	\$ 209,098
3400 - Health and Welfare Benefits	\$ 385,982	\$ 49,766	\$ 49,766	\$ 385,982
3500 - Unemployment Insurance	\$ 19,354	\$ (1,229)	\$ (1,229)	\$ 19,354
3600 - Workers Compensation	\$ 9,567	\$ 418	\$ 418	\$ 9,567
3900 - 403B	\$ 116,654	\$ 9,310	\$ 9,310	\$ 116,654
Total Employee Benefits	\$ 740,655	\$ 75,555	\$ 75,555	\$ 740,655
General Supplies				
4300 - Software	\$ 35,000	\$ 12,220	\$ 12,220	\$ 35,000
4315 - Office Expense	\$ 45,000	\$ 8,111	\$ 8,111	\$ 45,000
4342 - Business Meals	\$ 2,500	\$ 266	\$ 266	\$ 2,500
4400 - Non-Cap Computers & Equipment	\$ 9,100	\$ 4,258	\$ 4,258	\$ 9,100
4500 - Furniture	\$ 10,000	\$ 4,155	\$ 4,155	\$ 10,000
Total General Supplies	\$ 101,600	\$ 29,009	\$ 29,009	\$ 101,600
Services, Other Operating Expenses				
5210 Conferences	\$ 25,000	\$ 877	\$ 877	\$ 25,000
5211 Professional Development	\$ 6,500	\$ 2,371	\$ 2,371	\$ 6,500
5212 Staff Retreat	\$ 23,500	\$ 16	\$ 16	\$ 23,500
5213 Per Diem	\$ 5,000	\$ 1,060	\$ 1,060	\$ 5,000
5214 Travel	\$ 5,000	\$ (191)	\$ (191)	\$ 5,000
5301 Insurance & Registration	\$ 7,500	\$ 897	\$ 897	\$ 7,500
5302 Fuel	\$ 12,500	\$ 1,914	\$ 1,914	\$ 12,500
5303 Maintenance / Oil Changes	\$ 6,000	\$ (404)	\$ (404)	\$ 6,000
5400 General Liability Insurance	\$ 38,000	\$ 236	\$ 236	\$ 38,000
5501 Facility Security	\$ 4,000	\$ 239	\$ 239	\$ 4,000
5515 Custodial Service	\$ -	\$ -	\$ -	\$ -
5610 Facility Lease	\$ 246,566	\$ 21,938	\$ (3,877)	\$ 246,566
5615 Repairs & Maintenance	\$ 8,000	\$ 1,865	\$ 1,865	\$ 8,000
5620 Equipment Lease	\$ 20,000	\$ 1,079	\$ 1,079	\$ 20,000
5803 Audit & Tax Return	\$ 10,740	\$ 5,370	\$ 5,370	\$ 10,740
5805 General Consulting	\$ 17,500	\$ 3,050	\$ 3,050	\$ 17,500
5812 Business Services	\$ 82,000	\$ 6,826	\$ 6,826	\$ 82,000
5840 Banking & Payroll Fees	\$ 14,000	\$ 1,399	\$ 1,399	\$ 14,000
5845 Legal Expenses	\$ 20,000	\$ 2,131	\$ 2,131	\$ 20,000
5851 Advertising/Marketing	\$ 2,000	\$ 345	\$ 345	\$ 2,000
5860 Fingerprinting/Personnel Fees	\$ 200	\$ 50	\$ 50	\$ 200
5869 Events & Supports	\$ 8,000	\$ 1,417	\$ 1,417	\$ 8,000
5870 New Arrival Package	\$ 500	\$ 162	\$ 162	\$ 500
5871 Founders Awards	\$ 1,000	\$ 500	\$ 500	\$ 1,000
5872 Community E. & D. - Staff Events & Team Building	\$ 9,000	\$ 429	\$ 429	\$ 9,000
5874 Community E. & D. - Staff Gear	\$ 3,500	\$ 590	\$ 590	\$ 3,500
5875 Community E. & D. - Staff Appreciation	\$ 1,500	\$ 750	\$ 750	\$ 1,500
5887 Tech Services	\$ 336,000	\$ 28,000	\$ 28,000	\$ 336,000
5890 Board Stipend	\$ 11,500	\$ 1,150	\$ 1,150	\$ 11,500
5899 - Misc. Operating Services	\$ -	\$ (134)	\$ (134)	\$ -
5910 Phone & Internet - Comcast Verizon	\$ 20,000	\$ 3,892	\$ 3,892	\$ 20,000
5911 Phone & Internet - Ring Central	\$ 20,000	\$ 1,310	\$ 1,310	\$ 20,000
5920 Postage	\$ 8,000	\$ (1,386)	\$ (1,386)	\$ 8,000
	\$ 973,004	\$ 87,748	\$ 61,933	\$ 973,004
Capital Outlay				
6900 - Depreciation	\$ 25,065	\$ -	\$ -	\$ 25,065
Total Capital Outlay	\$ 25,065	\$ -	\$ -	\$ 25,065
TOTAL EXPENDITURES	\$ 4,663,118	\$ 408,639	\$ 382,823	\$ 4,663,118
FY ENDING FUND BALANCE	\$ 6,272	\$ (19,523)	\$ 6,293	\$ 6,272
	\$ 6,272	\$ (19,523)	\$ 6,293	\$ 6,272
Change in Accounts Receivable	\$ -	\$ -	\$ -	
Prepaid Expenses	\$ (25,596)	\$ -	\$ -	
Accounts Payable	\$ (89,015)	\$ -	\$ -	
Divvy	\$ 18,227	\$ -	\$ -	
Accrued Salaries & Taxes	\$ -	\$ -	\$ -	
Paid By Schools	\$ (10,517)	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
Other Current Liabilities	\$ (42,694)	\$ -	\$ -	
Net Cash Provided/(used) by Operating Activities	\$ (610,892)	\$ (19,523)	\$ 6,293	\$ 6,272
Capital Expenditures	\$ -	\$ -	\$ -	
Other Investing Activities	\$ -	\$ -	\$ -	
Net Cash Provided/(used) by Investing Activities	\$ 218,864	\$ -	\$ -	\$ -
Deferred Rent	\$ -	\$ -	\$ -	
Net Cash Provided/(used) by Financing Activities	\$ (148,596)	\$ -	\$ -	\$ -
Monthly Cash Balance	\$ 111,518	\$ 111,479	\$ 117,771	

Beginning Cash Balance 7/1/23 Projected Cash Balance 6/30/24



Director of Business and Operations	
Job Title	Director of Business and Operations
Direct Report	CEO or Board of Directors
FLSA Status	Exempt
Position Type	Full Time, M-F -7:30AM to 4:30PM
Salary Schedule	Schedule B
Classification	Director
Board Approved	
Revised	

SUMMARY OF POSITION

The Director of Business and Operations will oversee and support the daily operations of the CSO, and serve as the representative of the CSO in all aspects of business operations.

REPRESENTATIVE DUTIES

Employees may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge or abilities associated with this classification, what is intended to accurately reflect the principal job elements.

ESSENTIAL FUNCTIONS

- Observe and evaluate personnel
- Provide direct support to the Coordinator of the Library Services Team and Business Assistant
- Process all day-to-day operations for payroll for CSO staff
- Manage and participate in lease and contract negotiations and renewals

- Coordinate with technology company to ensure that all aspects of contract with schools and CSO are being fulfilled
- Collect, verify, and record time-keeping information
- Verify extra pay, stipend, overtime approvals, and time off approvals
- Maintain and update payroll records
- Budget planning and implementation
- Meet regularly with the back office accounting team to review budget and expenditures
- Meet regularly with the Admin Team from the partner schools to discuss and evaluate services, processes, requests, budgets, etc.
- Manage and approve expense requests for CSO employees
- W9 Management
- Cash Call/ Budget Planning with Schools on a weekly basis
- Assist as needed in day-to-day operations and activities of the Human Resources Department.
- Prepare, input, and maintain employee information and personnel files
- Onboarding new hires, rate-in new employees
- Handle confidential files and audits
- Create, write, and maintain contracts
- Attend and present information and updates at regular meetings of the Governing Board
- Meet regularly with the Governance Liaison to create agendas, organize materials, and provide support to the Governing Board for all board meetings
- Assist with shared drives, documents, scheduling, and agendas
- Resolve and respond to employee inquiries, complaints and questions
- Set up and process and assist in interviews for all new hires
- Assist with coordination of event requests of schools outlined in service agreements
- Other duties as assigned

REQUIRED SKILLS/ABILITIES

- Attention to detail and accuracy; excellent organizational, analytical, and problem-solving skills
- Ability to gather information and prepare reports
- Ability to adhere to timelines
- Ability to maintain accurate records and maintain confidentiality at all times
- Ability to work collaboratively and tactfully with others
- Strong verbal and written communication skills
- Innovative and resourceful problem-solving skills
- Proficiency with computers and software including Google Suite, Word, Excel, ZOOM, and standard office equipment

EDUCATION/EXPERIENCE

- BA or equivalent years of experience in business administration
- A minimum of three years of work experience is required in Accounts Payable
- Experience working in an educational environment
- Employee management experience
- Experience in human resource management is desirable

WORK ENVIRONMENT/PHYSICAL DEMANDS

Office Environment - Work involves sitting most of the work day greater than 50% of the time. Walking and standing are required only occasionally. Typing and applying pressure with the fingers and palm are required. Substantial repetitive movements (motions) of the wrists, hands, and/or fingers. Required to have close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; and extensive reading, primarily on a computer monitor. Occasional travel is required for offsite meetings and events. Normally less than 10% of the time. Must be able to lift up to 15 lbs.

*Reasonable accommodations may be made to enable individuals with disabilities to perform essential job functions.

EOE STATEMENT

Sequoia Grove Charter Alliance is an equal-opportunity employer that is committed to diversity and inclusion in the workplace. We prohibit discrimination and harassment of any kind based on race, color, sex, religion, sexual orientation, national origin, disability, genetic information, pregnancy, or any other protected characteristic as outlined by federal, state, or local laws. This policy applies to all employment practices within our organization, including hiring, recruiting, promotion, termination, layoff, recall, leave of absence, compensation, benefits, training, and apprenticeship. Sequoia Grove Charter Alliance makes hiring decisions based solely on qualifications, merit, and business needs at the time.

ADDITIONAL REQUIREMENTS

DOJ fingerprint Clearance

Internal Professional Development/Training



Receptionist/Business Assistant	
Job Title	Receptionist/ Business Assistant
Direct Report	Director of Business and Operations
FLSA Status	Hourly
Position Type	Full Time, M-F -7:30AM to 4:00PM
Salary Schedule	Schedule A
Classification	Office Tech 2
Board Approved	
Revised	

SUMMARY OF POSITION

The Receptionist/Business Assistant will report to the Director of Business and Operations. This position will assist the Director of Business and Operations and assist in the daily operations of the Charter Services Organization office.. This is a full time on-site position.

REPRESENTATIVE DUTIES

Employees may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge or abilities associated with this classification, what is intended to accurately reflect the principal job elements.

ESSENTIAL FUNCTIONS

- Coordinate the day to day operations and activities of the office
- Prepare, input, and maintain employee information Answer phones, greet visitors, and assist with providing information or seeking assistance from other staff members
- Resolve and respond to phone and in person inquiries complaints and questions

- Provide excellent customer service, while maintaining the highest standards of confidentiality to internal staff, students and parents alike
- Maintain multiple calendars
- Sort and distribute/scan incoming mail (i.e. invoices, student records etc)
- Assist office staff to ensure the daily efficiency of workflow related tasks
- Complete daily spreadsheet requests (i.e. shipping requests, student I.D. cards, & equipment rentals)
- Manages various accounts within the office such as shipping, postage, ordering, etc.
- Maintain office supplies and process staff ordering requests.
- Refill coffee supplies, snack areas, drinks on a weekly basis or as needed
- Oversee (oversight of facilities issues or concerns) and notify the proper personnel
- Provide meeting preparation and planning as needed
- Assist and coordinate the assembly of office furniture and arrange the office layout
- Initiate training for office staff regarding pertaining the use of office equipment and safety procedures

REQUIRED SKILLS/ABILITIES

- Attention to detail and accuracy; excellent organizational, analytical, and problem-solving skills
- Ability to gather information and prepare reports
- Ability to adhere to timelines
- Ability to maintain accurate records and maintain confidentiality at all times
- Correct English usage, grammar, spelling, punctuation, and vocabulary.
- Interpersonal skills using tact, patience, and courtesy.
- Ability to work collaboratively and tactfully with others
- Strong verbal and written communication skills
- Innovative and resourceful problem-solving skills
- Proficiency with computers and software including Google Suite, Word, Excel, ZOOM, and standard office equipment
- Maintain a professional demeanor at all times

EDUCATION/EXPERIENCE

- High School Diploma
- AA Degree or higher desirable
- Minimum of one year of increasingly responsible clerical or secretarial experience involving frequent public contact and customer service, preferably in the field of public education and/or work in a closely related field.

WORK ENVIRONMENT/PHYSICAL DEMANDS

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ADDITIONAL REQUIREMENTS

DOJ fingerprint Clearance

Internal Professional Development/Training



SEQUOIA GROVE

Salary Schedule 260 Days

Pay Scale Level

	COORDINATOR		DIRECTOR**		SENIOR DIRECTOR**		C-LEVEL**	
Steps	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
1	\$66,580	\$32.00	\$78,321	\$37.65	\$90,781	\$43.64	\$120,741	\$58.05
2	\$68,557	\$32.96	\$80,671	\$38.78	\$93,504	\$44.95	\$124,475	\$59.84
3	\$70,614	\$33.95	\$83,091	\$39.95	\$96,309	\$46.30	\$128,325	\$61.69
4	\$72,732	\$34.96	\$85,584	\$41.15	\$99,198	\$47.69	\$132,294	\$63.60
5	\$74,914	\$36.01	\$88,151	\$42.38	\$102,174	\$49.12	\$136,385	\$65.57
6	\$77,161	\$37.09	\$90,796	\$43.65	\$105,240	\$50.60	\$140,604	\$67.60
7	\$79,476	\$38.21	\$93,520	\$44.96	\$108,397	\$52.11	\$144,953	\$69.69
8	\$81,860	\$39.35	\$96,325	\$46.31	\$111,649	\$53.68	\$149,436	\$71.84
9	\$84,316	\$40.53	\$99,215	\$47.70	\$114,998	\$55.29	\$154,058	\$74.07
10	\$86,846	\$41.75	\$102,191	\$49.13	\$118,448	\$56.95	\$158,823	\$76.36
11	\$89,451	\$43.00	\$105,257	\$50.60	\$122,001	\$58.65	\$163,736	\$78.72
12	\$92,135	\$44.29	\$108,415	\$52.12	\$125,662	\$60.41	\$168,800	\$81.15
13	\$94,899	\$45.62	\$111,667	\$53.69	\$129,431	\$62.23	\$173,864	\$83.59
14	\$97,746	\$46.99	\$115,017	\$55.30	\$133,314	\$64.09	\$179,079	\$86.10
15	\$100,678	\$48.40	\$118,468	\$56.96	\$137,314	\$66.02	\$184,452	\$88.68

** Director and C-Level positions are exempt

Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the CSO Board



charter tech services

Technology Services Proposal for Sequoia Grove Charter Alliance

Description

This document serves to describe a working relationship between Orion Technology Group, L.L.C. d.b.a. Charter Tech Services (CTS) and Sequoia Grove Charter Alliance (SGCA). The goal of this relationship is to provide SGCA with a comprehensive technology support service that includes daily support/repair services, along with strategic technology planning for its various on-site administration and distance learning operations.

Why Charter Tech Services

CTS is the leading provider of comprehensive technology support services for K-12 Education. Each year we donate more than 10% of our proceeds back to the schools we serve by sponsoring scholarships, tournaments, and other fundraisers. We differentiate ourselves from the competition by: 1) specializing in educational technology, 2) providing proactive onsite service, and 3) operating with scaleable success throughout California and Colorado.

Why Outsource

1. **Save Money:** As a quick and nimble private company we're able to offer competitive benefits to our employees while still achieving significant cost savings for our clients.
2. **Expertise:** We're not just one skilled person, we've got a deep bench of experts ready to assist with your ever changing needs, without increasing your costs.
3. **Accountability:** Outsourcing provides our clients with greater ability to achieve accountable results vs. the typical HR red tape involved with employee accountability.
4. **Continuity:** Our service also provides for greater continuity as we're able to provide consistent high quality service even as individual team members naturally advance and move on in their careers.

Comprehensive Support Composition - Typical Makeup

1. IT Management & Strategic Planning

- a. CTS will participate in weekly admin meetings with the SGCA administration to review service quality, response times, and discuss any upcoming projects.
- b. CTS will take a leadership role in asset management: including planned upgrades and replacements. This will include inventory tagging, secured asset tracking, and planning of long term equipment needs.
- c. CTS will be responsible for coordinating all relevant technology resources to ensure SGCA success, including but not limited to: internal SGCA staff, CTS staff members, external vendors, and 3rd party partners. This means that the SGCA administration sets priorities and can trust CTS will work with all relevant parties to get the job done.
- d. CTS will work with the SGCA Administration to document processes, procedures, and technology configurations. This includes mapping out the most efficient methods of handling equipment repair and remote support for employees and students working/learning from home.

2. Daily Repair and Support Team: TWO Onsite Technicians

- a. **CTS will provide TWO dedicated onsite technicians**, at SGCA's office to proactively respond to routine tech support, equipment distribution, and repair requests. This technician will work hand-in-hand with a complement of additional CTS staff assigned to the SGCA support team.
- b. During onboarding CTS technicians will perform work remotely while technicians are selected for office placement. CTS technicians (even those assigned to work onsite) may need to work remotely in response to future health orders from local, state, or federal government agencies.
- c. **CTS will provide additional onsite support** as needed for SGCA staff needs, testing events, and other onsite needs at the direction of SGCA.
- d. CTS technicians will track support requests via a ticketing system whereby requests are received by phone, email, and in-person. Requests may come from administrators, staff, students, and parents.
- e. CTS will provide higher level resources onsite as needed for no added cost, this may include Network Engineers, Application Specialists, etc.
- f. CTS will provide services outside of school hours at the direction of SGCA.

3. Auxiliary Support

- a. At no additional cost, CTS will provide additional layers of support including but not limited to: daily IT management and planning, season demand fluctuations.
- b. CTS will provide higher level escalation support as needed and without limit. This support will be provided both onsite and remotely.
- c. CTS will provide mentorship and development for the onsite level-1 technicians to ensure that their value increases over time.
- d. CTS will provide additional onsite support as needed during times of higher need, such as smarter balanced testing.

Typical Support Interaction

1. SGCA Administration Team
 - a. CTS expects to have regular weekly meetings with members of the SGCA Administration Team to provide routine updates and evaluate prioritization of ongoing initiatives.
 - b. SGCA Administration Team will provide approval for necessary tech purchases and guidelines for satisfying routine tech order requests from staff.
 - c. SGCA Administration Team may redirect and reprioritize CTS staff attention to/from various tech initiatives as deemed necessary.
2. SGCA Teachers and Staff
 - a. SGCA Teachers and Staff will submit support requests for themselves, their co-workers, and/or their students/parents.
 - b. These support requests may be submitted by phone, email, or in person.
 - c. CTS will be available for in-person troubleshooting, equipment exchange, and one-on-one training at either SGCA Office location.
 - d. Support requests may include, but are not limited to, requests for password assistance with various platforms, software installation, computer troubleshooting, office/school phone line troubleshooting, etc.
3. SGCA SPED Department
 - a. SGCA SPED Department will provide instructions to CTS on necessary Assistive Technology that must be distributed to SPED Students.
 - b. CTS expects to distribute/track Assistive Technology equipment such as Laptops, Tablets, Hotspots, Headsets, and other computer electronic devices.
 - c. CTS understands that SPED Assistive Technology requests are very time sensitive and will work with the SPED Department to find timely and appropriate delivery options.
 - d. CTS will install/manage student support Apps on laptops and tablets as requested by SGCA SPED Department.
4. SGCA Students and Parents
 - a. SGCA Students and Parents will submit support requests via phone and email.
 - b. CTS will follow SGCA instructions for validating the identity of students and parents.
5. Notes for all forms of support
 - a. CTS will utilize a central UPS account for shipping/receiving equipment to/from Teachers and Staff.
 - b. CTS will serve as a support concierge to any necessary outside tech support entities. This may include receiving end user reports of assistance needed, performing initial information gathering and research, and then reaching out to third parties as necessary (together with the end user) to ensure the issue is properly resolved and that the end user is fully supported throughout the whole process.

Typical IT Infrastructure and Support Expectations

1. Evaluation
 - a. CTS will perform a diligent and extensive evaluation of SGCA needs.
 - b. CTS works with approx 50 other charter schools and will draw on these experiences when making recommendations.
 - c. All recommendations will be adjusted for any/all SGCA unique needs.
2. **Google Apps/Suite/Workspace Setup**
 - a. CTS will immediately begin setting up the Google Workspace for Education account that will be a foundational IT platform for the organization.
3. **Device Migration**
 - a. CTS will assist SGCA Administration with conducting an equipment survey and compiling results.
 - b. CTS will work directly with Students/Parents to migrate student technology off of the old ICS management platforms and onto software management platforms owned/controlled by SGCA.
 - c. CTS will migrate Windows laptop authentication to Microsoft Azure and Microsoft InTune.
4. **Computer Inventory Procurement and Distribution**
 - a. CTS will assist SGCA with technology asset management, procurement, and distribution.
 - b. CTS will work with the student/staff ordering platform designated by SGCA to process equipment requests and fulfill those requests.
5. Email / Backup and Recovery / Networking / Antivirus
 - a. CTS expects to continue utilizing the email server functionality built into the Google G Suite for Education.
 - b. CTS expects to utilize the file storage, backup, and sync capabilities that are built into the G Suite and Microsoft 365 platforms. These platforms are industry leaders and are available within the licensing that the school already has.
 - c. CTS expects networking for both SGCA offices to be simple and cost effective. Since both offices serve relatively small staff populations, minimal hardware should be required.
 - d. CTS expects to utilize Microsoft InTune to centrally manage Windows Defender across all Azure AD connected devices. This software is the standard in the education space for Antivirus and AntiMalware protection, and offers additional advanced feature sets that may be appropriate for leadership PCs.
6. Computer Imaging / Cleanup / Deployment / Maintenance
 - a. CTS expects to have full responsibility for the configuration and support of all computer hardware in use by SGCA Staff, Teachers, and Students.
 - b. This responsibility includes but is not limited to installing central management software, configuring software, and all other aspects of computer deployment and maintenance.

7. Response Times

- a. CTS will strive to provide a same-day response for every support request that comes in during business hours.
- b. CTS will monitor and triage tickets afterhours, providing emergency response as needed, and next-business day response for non-emergency requests.

Frequently Asked Questions

Question: Will SGCA be charged extra for additional tech support during seasonally busy times?

Answer: No.

Question: Will SGCA be charged extra for additional fees to configure new laptops? Or set up new office equipment? Or assist with testing setup?

Answer: No.

Question: What costs is SGCA responsible for?

Answer: Support costs are a single fixed price and detailed below. Additional costs are subject to SGCA approval but include UPS shipping charges, software licensing fees, repair parts, computer equipment.

Question: What software costs are anticipated?

Answer: SGCA will need management software to centrally manage and license their Windows computers, Apple devices, and Chromebooks. SGCA will need internet filtering software for students.

- Typical Microsoft licensing costs \$5.75 per staff member per month, students are included for free.
- Typical Apple Device management software costs approx \$10 per device per year.
- Google Chromebook Device licenses cost approx \$38 per device (one time), with each license lasting for the lifetime of the device.
- Typical CIPA compliant internet filters cost \$5-\$10 per student per year.
- CTS has provided SGCA with a software budgeting spreadsheet.

Question: Can CTS assist with student tech store orders or catalog development?

Answer: Yes. CTS can serve and assist in whatever capacity is deemed appropriate by the SGCA Administration. That may include sourcing, comparing, procuring, fulfilling, or simply supporting.

Basic Terms

1. Services shall begin on 7/1/2024.
2. Monthly service costs shall be \$29,400 per month, due on or before the 10th of each month.
3. This agreement can be canceled with three months' written notice.
4. Unless superseded by another agreement or terminated, this price will increase by 5% every July 1st, beginning July 1st of 2025.
5. CTS shall bill SGCA for approved third-party materials and fees necessary to provide service. Examples include: shipping/packing costs, domain registration, computer cables, laptop parts, software licensing, manufacturer repair fees.
6. Where memory of verbal discussions contradicts any part of this document, this document alone shall serve as the final agreement.
7. In the event that SGCA would like to hire CTS's employees, subcontractors, or representatives, SGCA agrees to provide 3 months written notice of any service change and pay a fee equal to 30% of the first year's combined salary and benefits to CTS as a recruitment fee for each party.
8. In the event of serious disagreement, damages shall be limited to the total compensation earned under this agreement, disputes shall be arbitrated by a mutually agreed upon arbitrator, with the prevailing party entitled to reimbursement of legal fees.

Additional Terms

9. In order to remain FERPA compliant: During the term of this Agreement, and thereafter in perpetuity, neither party shall without the prior written consent of the other, disclose to anyone any Confidential Information of the other. "Confidential Information" for the purposes of this Agreement shall include each party's proprietary and confidential information such as, but not limited to, any Personal Identifiable Information (PII) of students, parents, and staff of SGCA and its member schools. Confidential Information shall not include any information that SGCA makes publicly available or information which becomes publicly available through no act of CTS or SGCA or is rightfully received by either party from a third party.
10. CTS shall not be liable to SGCA or any of its affiliates for any damages, whether incidental, direct, indirect, special, consequential or punitive damages arising out of service or equipment provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, or loss to person or property, costs of substitute equipment or other costs even if CTS has been advised of the possibility of such damages. Regardless of the form of action, CTS's cumulative liability shall be only for loss or damage directly attributable to negligence of a CTS employee or contractor, for the cost of restoring the network to its condition prior to the negligence, but not to exceed thirty thousand Dollars. If a collection action is initiated by either party or if CTS

has to defend any action by SGCA, CTS is entitled to its reasonable attorney fees and expenses to be paid by SGCA.

11. Implied Warranties are expressly disclaimed by CTS. A CTS contractor is a technician or contractor who operates on behalf of CTS, is paid by CTS and has access to CTS's service ticket management system for making time entries and charges for their work. CTS is not responsible for the acts of other technicians, contractors or consultants providing service to SGCA not under its control and direction. If SGCA purchases equipment from CTS it understands and agrees that it will look to the manufacturer for all remedies and warranties and agrees that CTS is not responsible for functioning of the equipment and has not made any express or implied warranties. CTS shall not be liable for any claim or demand against the SGCA by any third party on account of errors or omissions performed hereunder.
12. Force Majeure: Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, pandemics, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, terrorism, blockades, embargoes, storms, explosions, labor disputes, pandemics, acts of any governmental body, failure or delay of third parties or governmental bodies from whom approvals, authorizations, licenses, franchises or permits must be obtained, or inability to obtain labor, materials, equipment, or transportation or illness of CTS technical staff. Each party shall use reasonable efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event.
13. This Agreement is fully assignable by CTS. Immediately upon assignment the assignee's name, address and contact information shall be provided to the other party. This Agreement shall be fully binding and enforceable as against all permitted assignees and successors in interest.
14. SGCA agrees to carry liability insurance and property insurance covering any damage to its network as well as to any clients of the SGCA adversely affected by SGCA's network functioning or transmissions from its network.

Technology Services Proposal for Sequoia Grove Charter Alliance

References

This is a shortlist of relevant references for whom we are the exclusive provider of technology support services.

Guajome Park Academy Kevin Humphrey humphreyke@guajome.net	Steele Canyon High School Scott Parr sparr@schscougars.org
Contra Costa School of Performing Arts Neil McChesney neil.mcchesney@cocospa.org	Heartland Charter School Lydia Olds lydia.olds@heartlandcharterschool.com

Acceptance

Both parties agree to the terms and descriptions set forth above.

Orion Technology Group LLC
(d.b.a Charter Tech Services)

Sequoia Grove Charter Alliance

(sign & date)

Andrew Lane

President

(sign & date)

Name: _____

Title: _____

Property: 1544 Eureka Rd, Roseville, CA 95661

California Natural Hazard Disclosures. California law requires the transferor and/or the transferor's agent, as soon as practicable before the transfer/sale of real property, to disclose to any prospective transferee the fact that the property is located in the following: (1) A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency; (2) AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to §8589.5 of the Government Code; (3) A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to §51178 or §51179 of the Government Code, which will subject the owner of such property to the maintenance requirements of §51182 of the Government Code; (4) A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to §4125 of the Public Resources Code, which will subject the owner of such property to the maintenance requirements of §4291 of the Public Resources Code; (5) AN EARTHQUAKE FAULT ZONE pursuant to §2622 of the Public Resources Code, and (6) A SEISMIC HAZARD ZONE pursuant to §2696 of the Public Resources Code. The transferor shall provide any prospective transferee with a Natural Hazard Disclosure Statement for the Property in a form sufficient to satisfy California law.

Flood Zones. Many lenders require flood insurance for properties located in flood zones, and government authorities may regulate development and construction in flood zones. Whether or not located in a flood zone, properties can be subject to flooding and moisture problems, especially properties on a slope or in low-lying areas. Buyers/tenants should have their experts confirm whether the Property is in a flood zone and otherwise investigate and evaluate these matters.

Earthquakes. Whether or not located in a designated earthquake fault or seismic hazard zone, all properties in California are subject to earthquake risks and may be subject to state and local earthquake-related requirements, including retrofit requirements. Among other items, water heaters must be braced, anchored or strapped to resist falling or horizontal displacement, and in sales transactions sellers must execute a written certification that water heaters are so braced, anchored or strapped (California Health and Safety Code §19211). Buyers/tenants should have their experts confirm and otherwise investigate and evaluate these matters. More information may be found in the California Commercial Property Owner's Guide to Earthquake Safety, available at www.seismic.ca.gov.

Fires. Properties, whether or not located in a designated fire hazard zone, are subject to fire/life safety risks and may be subject to state and local fire/life safety-related requirements, including retrofit requirements. Have your experts investigate and evaluate these matters.

Hazardous Materials and Underground Storage Tanks. Due to prior or current uses of the Property or in the areas or the construction materials used, the Property may have hazardous or undesirable metals (including but not limited to lead-based paint), minerals (including but not limited to asbestos), chemicals, hydrocarbons, petroleum-related compounds, or biological or radioactive/emissive items (including but not limited to electrical and magnetic fields) in soils, water, building components, above or below-ground tanks/containers or elsewhere in areas that may or may not be accessible or noticeable. Such items may leak or otherwise be released. Asbestos has been used in items such as fireproofing, heating/cooling systems, insulation, spray-on and tile acoustical materials, floor tiles and coverings, roofing, drywall and plaster. If the Property was built before 1978 and has a residential unit, sellers/landlords must disclose all reports, surveys and other information known to them regarding lead-based paint to buyers/tenants and allow for inspections (42 United States Code §4851 et seq.). Sellers/landlords are required to advise buyers/tenants if they have any reasonable cause to believe that any hazardous substance has come to be located on or beneath the Property (California Health and Safety Code §25359.7), and sellers/landlords must disclose reports and surveys regarding asbestos to certain persons, including their employees, contractors, buyers and tenants (California Health and Safety Code §25915 et seq.); buyers/tenants have similar obligations. If sellers/landlords know of the presence of mold that exceeds permissible exposure limits or poses a health threat, they are required to disclose that information in writing (California Health and Safety Code §26140). For residential properties, all contracts for sale must include certain mandated disclosures regarding gas and hazardous waste pipelines (California Civil Code §2079.10.5). Have your experts investigate and evaluate these matters.

Americans with Disabilities Act (ADA). The Americans With Disabilities Act (42 United States Code §12101 et seq.) and other federal, state and local requirements may require changes to the Property. All commercial property owners and/or lessors are required to state on every lease form or rental agreement whether the property has undergone inspection by a Certified Access Specialist (CASp), and, if so, whether the property has or has not been determined to meet all applicable construction-related accessibility standards (California Civil Code §1938). Have your experts investigate and evaluate these matters.

Taxes. Sales, leases and other real estate transactions can have federal, state and local tax consequences. In sales transactions, Internal Revenue Code §1445 requires buyers to withhold and pay to the IRS 15% of the gross sales price within 20 days of the date of a sale unless the buyers can establish that the sellers are not foreigners, generally by having the sellers sign a Non-Foreign Seller Affidavit. Depending on the structure of the transaction, the tax withholding liability can exceed the net cash proceeds to be paid to the sellers at closing. California imposes an additional withholding requirement equal to 3 1/3% of the gross sales price not only on foreign sellers but also out-of-state sellers and sellers leaving the state if the sales price exceeds \$100,000. Withholding generally is required if the last known address of a seller is outside California, if the proceeds are disbursed outside of California, or if a financial intermediary is used. Have your experts investigate and evaluate these matters.

Seller/Landlord Disclosure of Material Facts, Delivery of Reports, and Compliance with Laws. Sellers/landlords are hereby requested to disclose directly to buyers/tenants all facts known to sellers/landlords that materially affect the value or desirability of the Property and are not readily observable nor known to the buyer/tenant, including, but not limited to, facts regarding hazardous materials, zoning, construction, design, engineering, soils, title, survey, fire/life safety, and other matters, and to provide buyers/tenants with copies of all reports in the possession of or accessible to sellers/landlords regarding the Property. In California, if a pest control report is a condition of the purchase contract, then buyers/tenants are entitled to receive a copy of the report and any certification and notice of work completed (California Civil Code §1099). Sellers/landlords and buyers/tenants must comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

Property Inspections and Evaluations. Buyers/tenants should have the Property thoroughly inspected and all parties should have the transaction thoroughly evaluated by the experts of their choice. Ask your experts what investigations and evaluations may be appropriate as well as the risks of not performing any such investigations or evaluations. Information regarding the Property supplied by the real estate brokers has been received from third party sources and has not been independently verified by the brokers. Have your experts verify all information regarding the Property, including any linear or area measurements, the availability of all utilities, applicable zoning, and entitlements for the intended use. All work should be inspected and evaluated by your experts, as they deem appropriate. Any projections or estimates are for example only, are based on assumptions that may not occur, and do not represent the current or future performance of the property. Real estate brokers are not experts concerning, nor can they determine if any expert is qualified to provide advice on, legal, tax, design, ADA, engineering, construction, soils, title, survey, fire/life safety, insurance, hazardous materials, or other such matters. Such areas require special education and, generally, special licenses not possessed by real estate brokers. Consult with the experts of your choice regarding these matters.

Use Verification:

Lessee's Use of the Premises: Lessee hereby warrants and represents that Lessee has completely inspected the Premises and has obtained all necessary approvals and/or permission from all governing entities over the Premises for Lessee's intended use of the Premises. Lessee agrees to hold harmless Lessor and Broker from any and all liability should Lessee not be able to use the Premises for Lessee's intended use for any reason and/or incurs fees, charges or cost of any kind associate with Lessee's use of the Premises. Lessee has not relied on any statements or representation made by Lessor and/or Broker as to the suitability of the Premises for Lessee's intended use of the Premises.

Square Footage:

Any statement of square footage set forth in this Lease or the Exhibits hereto, or that may have been used in calculating rent or Tenant's other monetary obligations or rights, is an approximation. Landlord and Tenant agree that said approximation is fair and reasonable and the rent based thereon is not subject to revision whether or not the actual square footage is more or less.

CONSULT YOUR ADVISORS – This document has legal consequences. No representation or recommendation is made by Broker as to the legal or tax consequences of this Agreement or the transaction(s) which it contemplates. This form is not intended to substitute for any disclosures the law requires that the parties make to each other. These are questions for your attorney and financial advisors.



FANHD Commercial Property Disclosure Reports The Natural Hazard Disclosure Abstract For PLACER County

Property Address: 2270 DOUGLAS BL
ROSEVILLE, PLACER COUNTY, CA 95661
("Property")

APN: 048-171-033-000
Report Date: 03/29/2024
Report Number: 3293900

Natural Hazard Disclosure ("NHD") Statement and Acknowledgment of Receipt

The transferor and his or her agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective transferees may rely on this information in deciding whether and on what terms to purchase the Property. Transferor hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the Property.

The following are representations made by the transferor and his or her agent(s) or a third-party consultant based on their knowledge and maps drawn by the state and federal government. This information is a disclosure and is not intended to be part of any contract between the transferee and the transferor. THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency
Yes ___ No Do not know and information not available from local jurisdiction ___

AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code.
Yes No ___ Do not know and information not available from local jurisdiction ___

A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this Property is subject to the maintenance requirements of Section 51182 of the Government Code.
Yes ___ No

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISK AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this Property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.
Yes ___ No

AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code.
Yes ___ No

A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.
Yes (Landslide Zone) ___ Yes (Liquefaction Zone) ___
No ___ Map not yet released by state

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED, ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

_____ Signature of Transferor(s)	_____ Date	_____ Signature of Transferor(s)	_____ Date
_____ Signature of Agent	_____ Date	_____ Signature of Agent	_____ Date

- Transferor(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s).
- Transferor(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Civil Code Section 1103.7, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Civil Code Section 1103.4. Neither transferor(s) nor their agent(s) (1) has independently verified the information contained in this statement and Report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:

Third-Party Disclosure Provider(s) FIRST AMERICAN REAL ESTATE DISCLOSURES CORPORATION OPERATING THROUGH ITS FANHD DIVISION.
Date 29 March 2024

Transferee represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, the representations in this Natural Hazard Disclosure Statement do not constitute all of the transferor's or agent's disclosure obligations in this transaction.

_____ Signature of Transferee(s)	_____ Date	_____ Signature of Transferee(s)	_____ Date
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FANHD Commercial Property Disclosure Reports

Terms and Conditions

Property Address: 2270 DOUGLAS BL
ROSEVILLE, PLACER COUNTY, CA 95661
("Property")

APN: 048-171-033-000
Report Date: 03/29/2024
Report Number: 3293900

TERMS and CONDITIONS

ACCEPTANCE OR USE OF THIS REPORT CONSTITUTES APPROVAL AND ACCEPTANCE OF THE TERMS, CONDITIONS, AND LIMITATIONS STATED HEREIN.

This Report is made for the real property specifically described in the Report (the "Property") and solely for the transaction for which it was originally purchased ("Transaction").

- 1) **No Third Party Reliance on This Report.** Only the transferor(s) and transferee(s), and their agents/brokers, if any, involved in the Transaction (collectively, the "Recipients") may use and rely on this Report and only after they have paid in full for the Report.
- 2) **Seller and Seller's Agent's Responsibility of Full Disclosure.** Recipients are obligated to make disclosures, and always disclose material facts, that are within their actual knowledge.
- 3) **Scope of Report.** This Report is limited to determining whether the Property is in those specified natural hazard zones as defined in the Report. The Report is not a geologic report or a land survey and no site inspection has been made in producing the Report. **This Report is not an insurance policy.**
- 4) **Changes to Government Record after Report Date.** This Report is issued as of the Report Date identified in the Report. FANHD shall have no obligation to advise any Recipient of any information learned or obtained after the Report Date even if such information would modify or otherwise affect the Report. Subsequent to FANHD acquisition of Government Records, changes may be made to said Government Records and FANHD is not responsible for advising the Recipients of any changes. FANHD will update this Report upon request and at no charge during the transaction process for which this Report was issued, but not to exceed one year from the date of the Report. Likewise, FANHD is not liable for any impact on the Property that any change to the Government Records may have.
- 5) **Government Record Sources.** FANHD relies upon the Government Records without conducting an independent investigation of their accuracy. FANHD assumes no responsibility for the accuracy of the Government Records. FANHD makes no warranty or representation of any kind, express or implied, with respect to the Report. FANHD expressly disclaims and excludes any and all other express and implied warranties, including, without limitation, warranties of merchantability or fitness for a particular purpose. The FANHD Report is "AS IS".
- 6) **Limitation of FANHD's Liability.** FANHD's total liability and responsibility to all Recipients collectively for any and all liabilities, causes of action, claim or claims, including but not limited to claims for breach of contract or negligence, shall be limited to the price paid for the Report. FANHD expressly disclaims any liability for Recipients indirect, incidental and/or consequential damages, including without limitation lost profits even if such damages are foreseeable. In the event of any error, omission or inaccuracy in the FANHD Report for which FANHD is liable, FANHD shall have no duty to defend or pay any attorneys' fees, costs or expenses incurred by the Recipients, or any of them. The Recipients, and each of them, expressly waive the benefits of California Civil Code Section 2778. FANHD has not conducted an independent investigation of the accuracy of the information provided by the Recipient. FANHD assumes no responsibility for the accuracy of information provided by the Recipient. FANHD shall be subrogated to all rights of any claiming party against anyone including, but not limited to, another party who had actual knowledge of a matter and failed to disclose it to the Recipients in writing prior to the close of escrow.
- 7) **Governing Law.** The Report shall be governed by, and construed in accordance with, the laws of the State of California.
- 8) **Small Claims or Arbitration.** This provision constitutes an agreement to arbitrate disputes on an individual basis. Any party may bring an individual action in small claims court instead of pursuing arbitration. All disputes and claims arising out of or relating to the Report must be resolved by binding arbitration. This Report to arbitrate includes, but is not limited to, all disputes and claims between FANHD, transferor(s) and transferee(s) and claims that arose prior to purchase of the Report. This agreement to arbitrate applies to transferor(s) and transferee(s) successors in interest, assigns, heirs, spouses, and children. As noted above, a party may elect to bring an individual action in small claims court instead of arbitration, so long as the dispute falls within the jurisdictional requirements of small claims court.

Any arbitration must take place on an individual basis, FANHD, transferor(s) and transferee(s) agree that they are waiving any right to a jury trial and to bring or participate in a class, representative, or private attorney general action, and further agree that the arbitrator lacks the power to consider claims for injunctive or declaratory relief, or to grant relief effecting anyone other than the individual claimant.

The arbitration is governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. Company will pay all AAA filing, administration and arbitrator fees for any arbitration it initiates and for any arbitration initiated by another party for which the value of the claims is \$75,000 or less, unless an arbitrator determines that the claims have been brought in bad faith or for an improper purpose, in which case the payment of AAA fees will be governed by the AAA Rules. **A COPY OF THESE RULES IS AVAILABLE FROM THE AAA'S WEB SITE AT WWW.ADR.ORG OR ON REQUEST FROM THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY FEDERAL, STATE, OR OTHER APPLICABLE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.**



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty, and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

CBRE, INC.
Agent

Associate Licensee Signature (Date)

Scott Rush
Associate Licensee Printed Name

Buyer/Lessee Signature (Date)

Buyer/Lessee Printed Name

Seller/Lessor Signature (Date)

Seller/Lessor Printed Name

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

- (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions.
- (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property.
- (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29.
- (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction.
- (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement.
- (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation.
- (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent.
- (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.
- (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller.
- (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code.
- (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase.
- (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration.
- (m) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property.
- (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows:

- (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.
- (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.17.

- (a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.
- (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.
- (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

SAMPLE ONLY – DO NOT FILL OUT

_____ is the broker of (check one):

- the seller; or
- both the buyer and seller (dual agent)

_____ is the broker of (check one):

- the buyer; or
- both the buyer and seller (dual agent)

_____ is (check one):

- is the Seller's Agent (salesperson or broker associate) [
- is both the Buyer's and Seller's Agent (dual agent)

_____ is (check one):

- the Buyer's Agent (salesperson or broker associate) [
- both the Buyer's and Seller's Agent (dual agent)

- (d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21. (a) A dual agent may not without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller.

(b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer.

- (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered.

(d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22. Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23. (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

(b) A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.



REPRESENTATION CONFIRMATION

Date: April 16, 2024
Seller/Lessor: 1544 Dani-Tal
Buyer/Lessee: Sequoia Grove Charter Alliance
Street Address, City, State: 1544 Eureka Rd Suite 210, Roseville, CA 95661
Further described as: An approximate 4,843 rentable square foot space

SELLER'S AGENT

CBRE, Inc. (Lic 00409987) (Seller's brokerage firm and license number) is the broker of (check one):
 the seller.
 both the buyer and seller (dual agent).

Scott Rush (Lic 01228479) (individual agent and license number) is the broker of (check one):
 the Seller's Agent (salesperson or broker associate).
 both the Buyer's and Seller's Agent (dual agent).

BUYER'S AGENT

Cushman & Wakefield (Lic. 00616335) (Buyer's brokerage firm and license number) is the broker of (check one):
 the buyer.
 both the buyer and seller (dual agent).

Spencer Nielsen (Lic. 01964163) (individual agent and license number) is the broker of (check one):
 the Buyer's Agent (salesperson or broker associate).
 both the Buyer's and Seller's Agent (dual agent).

CBRE, INC.
Agent

Salesperson or Broker Associate (Signature) (Date)

Scott Rush
Salesperson or Broker Associate (Printed Name)

Buyer

Buyer (Signature) (Date)

Buyer (Printed Name)

Seller

Seller (Signature) (Date)

Seller (Printed Name)

FIRST AMENDMENT TO OFFICE BUILDING LEASE

This First Amendment to Office Building Lease ("**First Amendment**") dated for reference purposes as April 16, 2024, is entered into by and between 1544 Dani-Tal, LLC, a California limited liability company ("**Landlord**") and Sequoia Grove Charter Alliance, a California non-profit corporation ("**Tenant**"). In the event of any inconsistencies between the Lease (as defined below) and this First Amendment, this First Amendment shall govern and control.

RECITALS

A. Landlord and Tenant have entered into that certain Office Building Lease ("**Lease**") dated June 1, 2021 for the property located at 1544 Eureka Road, Suite 210, Roseville, CA. 95661 a ±4,843 RSF suite ("**Premises**").

B. Landlord and Tenant now desire to amend the Lease in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, and the mutual covenants contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this First Amendment shall have the same meaning as defined in the Lease.

2. Effective Date. This First Amendment shall be effective as of the date upon which the last party hereto executes this First Amendment.

3. Section 2. b, d, and g; Definitions. Section 2. b, d, and g of the Lease is deleted in its entirety and replaced with the following language:

2. b. Base Year. The calendar year of 2025.

2. d. Commencement Date. September 1, 2024.

2. g. Expiration Date. October 31, 2027.

4. Section 39; Rent Schedule. Section 39 of the Lease is deleted in its entirety and replaced with the following language:

Rents shall be paid as set forth below:

Months One (1) \$10,315.59 per month
Through Twelve (12)

Months Thirteen (13) \$10,625.06 per month
Through Twenty-four (24)

Months Twenty-five (25) \$10,943.81 per month
Through Thirty-six (36)

Months Thirty-seven (37) \$0.00 per month
Through Thirty-eight (38)

5. Section 41; Tenant Improvements. Section 41 of the Lease is deleted in its entirety and replaced with the following language:

Section 41 Tenant Improvements. Landlord, at its sole cost and expense, shall perform the following tenant improvements, but not limited to:

- Replace all stained and damaged ceiling tiles throughout Premises with tile that match the rest of the grid.
- Repair electrical issues in the break room, as several outlets do not operate correctly.
- Per exhibit A, add a duplex outlet to power to each of the two columns in the center of the Premises.
- Rebalance the HVAC throughout the Premises.

6. Ratification. Except as modified by this First Amendment, the Lease is ratified, affirmed, remains in full force and effect, and is incorporated herein by this reference.

7. Authority. The undersigned hereby represent and warrant, each to the other, that (i) they have the legal right, power and authority to enter into this First Amendment on behalf of the party for whom they are a signatory, and (ii) the execution, delivery and performance of this First Amendment has been duly

authorized, and (iii) no other action is requisite to the valid and binding execution, delivery and performance of the Lease as modified by this First Amendment.

8. Counterparts. This First Amendment may be executed in multiple counterparts, each of which counterpart shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates written below.

LANDLORD:

TENANT:

1544 DANI-TAL, LLC

SEQUOIA GROVE CHARTER ALLIANCE

By: _____

By: _____

Date: _____

Date: _____