



**PROPOSITION 39 CHARTER FACILITIES USE AGREEMENT  
BY AND BETWEEN  
OAKLAND UNIFIED SCHOOL DISTRICT AND  
BAY AREA TECHNOLOGY SCHOOL CHARTER SCHOOL**

THIS AGREEMENT ("Agreement") is made this thirteenth (13<sup>th</sup>) day of August, 2008, by and between the Oakland Unified School District, a public school district organized and existing under the laws of the State of California ("District") and Bay Area Technology School, a California public charter school ("Charter School"). The District and the Charter School are collectively referred to as "the parties."

**RECITALS**

**WHEREAS**, the Charter School is a non-profit public benefit corporation that is operating a charter authorized by the District;

**WHEREAS**, pursuant to the requirements of California Education Code section 47614 and its implementing regulations (also known as "Proposition 39"), the Charter School has made a written request for facilities for the 2008-2009 school year, a true and correct copy of which is attached as Exhibit A and hereby incorporated by reference; and

**WHEREAS**, pursuant to the requirements of Proposition 39 and its implementing regulations the District Board of Education has made a written offer to provide the Charter School with facilities for its in-district students, a true and correct copy of which is attached as Exhibit B and hereby incorporated by reference, and the Charter School has accepted the terms of that offer; and

**WHEREAS**, the parties desire to set forth the terms and conditions pursuant to which the Charter School will occupy classrooms and use facilities (the "Dedicated Space") at the District's Carter Campus (the "Site"), located at 4521 Webster Street, Oakland, CA, sharing the Site with Oakland International High School (the "District School"), commencing with the 2008-2009 school year. See Exhibit C for a detailed description of the Dedicated Space; and

**WHEREAS**, the Charter School and the District School will establish a Shared Site Committee through which the coordination of shared use of the Site will occur.

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

**Section 1. Use of Dedicated Space.** The District agrees to allow the Charter School exclusive use of the Dedicated Space (see Exhibit C), for the sole purpose of operating the Charter School educational program in accordance with the Charter School's charter. The Charter School's right to exclusive use of the Dedicated Space shall be coterminous with the term of this Agreement and shall be for the 2008-2009 school year only. Upon the termination of this Agreement, the right to exclusive use and occupation of the Dedicated Space and the facilities and equipment thereon shall revert to the District subject, to the parties' negotiation of a successor Agreement, if necessary, containing the terms of the District's provision of facilities to the Charter School in accordance with the provisions of Proposition 39. As titleholder to the Dedicated Space and the facilities and equipment located thereon, the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including, but not limited to, use of such Dedicated Space, facilities and equipment for District services.

The Charter School shall otherwise have full and exclusive use of the Dedicated Space. The Charter School shall comply with District policies and/or practices regarding the operations and maintenance of the facilities, furnishings, and equipment.

Although the Charter School shall have the exclusive use of the Dedicated Space, Charter School agrees 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. For purposes of compliance with the Civil Center Act with respect to the Dedicated Space only, the Charter School Governance Council shall hold the same powers and obligations applicable to School District Boards of Trustees under Education Code sections 38130-38139 and shall also follow District Board Policy and Administrative Regulations in making use of the facilities accessible to members of the community.

Pursuant to the requirements of Proposition 39, the allocation of space as set forth in this Section is based upon an assumption of 254 in-district ADA for the 2008-2009 school year. Future requests for additional facilities based on enrollment increases may be made in the manner specified in Section 11969.9 of the Proposition 39 regulations (Cal. Code Regs., tit. 5, § 11969.9.)

The parties agree that the provision of facilities pursuant to this Agreement constitutes full and complete satisfaction of the District's obligation to provide facilities to Charter School under Education Code section 47614 and the Proposition 39 regulations for the 2008-2009 school year.

**Section 2. Shared Space.** The District hereby grants to the Charter School the right to joint use of the following "Shared Space" solely for the purposes set forth in the Charter School's charter and on the terms and conditions set forth herein:

**COMMON HALLWAYS:** The District shall allow the Charter School students to use common hallways, to the extent necessary, for ingress and egress to the Charter School Dedicated Space described herein and to other shared spaces. Said use of common hallways by the Charter School students shall be pursuant to a set schedule and under the supervision of a Charter School employee.

**PARKING:** The District shall allow Charter School staff and faculty to access the employee parking at Carter Campus on the same basis as that permitted to District employees. The District shall make parking available for Charter School staff and visitors on the same basis as that permitted to other schools on the Carter Campus. The District shall distribute the number of parking spaces equitably between the Charter School and the District School.

**ATHLETIC FACILITIES:** The District shall allow the Charter School to schedule supervised student use of the Carter Campus gymnasium, locker rooms, and basketball/blacktop area so that the Charter School will provide its own Physical Education programs within the school day using these shared spaces. The Charter School shall coordinate with the Shared Site Committee to schedule its use of said athletic facilities for Physical Education. The athletic fields known as the "Field of Dreams" will be made available for use consistent with existing and future revised MOUs with the District School located on the site. Use of said fields will be in a manner defined by and distributed equitably within the MOU.

**MULTIPURPOSE/DINING AREA/CAFETERIA:** The District shall allow the Charter School to schedule supervised student use of the Carter Campus dining area as outlined below under "Coordinating Share Use."

**COORDINATING SHARED USE:** Charter School use of the parking area, shared bathrooms, athletic facilities, multipurpose/dining area/cafeteria shall be coordinated through the Shared Site Committee. A clear and reasonable process shall be developed and adopted prior to the start of school in August 2008. The District shall provide the Charter School with appropriate keys to access shared space no fewer than seven days prior to the start of school in August 2008. The Charter School will notify the Office of Charter Schools in writing by September 30, 2008 of any concerns regarding either access to keys or coordination of use for the shared space.

**STUDENT DISCIPLINE:** The Principal of the District School at the Site and Principal of the Charter School will collaborate to resolve any student disciplinary issues that involve students and/or property of both the Charter School and other District programs. The District shall otherwise have no responsibility as it relates to student discipline of Charter School students.

**BELL SCHEDULE/ALARMS/ANNOUNCEMENTS:** It is recognized that the Charter School will have a separate bell schedule from the District's programs. If deemed feasible, the

dedicated space will have a separate intercom and bell system. If the District is unable to provide a separate intercom system for the Space, the Charter School shall be allowed to pay for the addition and deduct this expense from the Proposition 39 Fee outlined herein.

**EMERGENCY:** The principal of the Charter School and the principal of the District School shall immediately inform one another or their designees of any health and/or safety emergency as they relate to the safety of the schools on Site. This includes reports of any serious incident that takes place on the Carter Campus where the police, fire department, or paramedics are involved, including, but not limited to, incidents of physical or sexual abuse, bomb threats, weapons on the school Site, and the sale of narcotics on the school Site. Charter School staff, faculty, and students shall cooperate with, and participate in, any lockdowns or exigent security procedures required by the District at the Carter Campus.

The Charter School will be notified two operating days in advance of scheduled fire drills and emergency drills on the Carter Campus which may disrupt the Charter School and its operations. The Charter School will provide notification two operating days in advance to the District School of scheduled fire drills and emergency drills on the Carter Campus which may disrupt the District School and its operations.

Fire and other security and emergency alarm testing will be limited to after-school hours or non-teaching/training days. The principal of the Charter School and the principal of the District School shall meet in September to identify appropriate dates and times through the year for these tests.

### **Section 3. Facility & Amenities – Occupancy & Use.**

**FURNISHINGS AND EQUIPMENT:** The District shall provide, in accordance with the Proposition 39 regulations, furnishings, and equipment in the Dedicated Space. These furnishings and equipment shall remain the property of the District. The furnishings and equipment provided shall be equivalent to those furnishings and equipment provided in the comparison group of schools in accordance with 5 C.C.R. Section 11969.3. The District and the Charter School shall develop a mutually agreeable inventory of the furnishings and equipment that will be located in the Dedicated Space.

**BATHROOMS:** The Dedicated Space shall include 2 student bathrooms and 2 staff bathrooms. In addition, the Charter School students and staff shall have equal access to bathrooms in the shared space as determined by the Shared Site Committee.

**SECURITY:** The Dedicated Space shall be wired to the Carter Campus alarm system. The Charter School may have a unique security code. The Charter School shall be responsible for costs incurred due to false alarms and security breaches that are related to the Dedicated Space. The Charter School shall operate a closed campus and

cooperate with the District on security issues. If there is a fire at the property, the Charter School shall immediately notify the District but no later than within one business day.

**EMERGENCY:** In an emergency, including if the Space is destroyed or damaged in any material way, the District reserves the right to temporarily interrupt the Charter School's use of the Space, or any Carter Campus facilities or systems.

**CUSTODIAL:** The Charter School is responsible for sharing the proportional costs of Custodial Services to be provided by the District for the Site, including the Dedicated Space.

**SCHOOL SAFETY OFFICER:** If School Safety Officer services are to be provided, the District will be given the first opportunity to provide service. The Charter School will be responsible for the equitable share of the average salary and benefits, outlined in an MOU with the District. If the District deems it is unable to provide service, the Charter School may retain services from an external provider as defined by an MOU. The Charter School will be responsible for all associated costs of this external provider.

**Section 4. Reimbursement:** In the event that the space allocated to the Charter School is considered "over allocated" in accordance with 5 C.C.R. Section 11969.8, the Charter School shall follow the notification and reimbursement procedures outlined in 5 C.C.R. Section 11969.8.

**Section 5. Modernization.** In the event that the District designates matching facilities funds for other facilities and begins modernizing other facilities, the District and the Charter School will meet to discuss the issue of modernization for the Site.

**Section 6. Term.** The term of this Agreement shall begin on its date of execution and shall end on June 30, 2009.

Notwithstanding the term of this Agreement, the Charter School's right to renew this Agreement shall be subject to compliance with the annual notification requirements of Education Code section 47614 and 5 C.C.R. sections 11969 et seq. and compliance with the terms of this Agreement. Upon timely notification of the Charter School's facilities needs in accordance with 5 C.C.R. sections 11969 et seq., the parties shall amend the terms of this Agreement, if necessary, and the parties shall execute a new Agreement. The District reserves the right to provide alternative facilities at the end of the term of this Agreement that meet the requirements of Prop. 39, and makes no guarantee that the Dedicated Space will be available for any additional term beyond the current term.

**Section 7. Termination.** This Agreement will automatically terminate upon the termination or revocation of Charter School's charter or the cessation of Charter School's operations for any reason.

## **Section 8. Fees and Payment.**

A. Pursuant to Education Code section 47613, the Charter School shall pay the District an amount equal to one percent (1%) of the Charter School revenues (excluding grants, loans, and private donations). The District shall also charge the pro rata share amount referred to in Education Code section 47614(b)(1). The Charter School and the District agree that the total pro rata share amount payment shall be \$39,491 for the 2008-2009 school year. The total pro rata share amount does not include the one percent (1%) amount owed to the District.

B. The District will invoice the Charter School and the Charter School will make installment payments on this invoiced amount payable to "Oakland Unified School District" and delivered to the District's Office of Charter Schools according to the following schedule:

- 25% by October 1;
- 25% by December 1;
- 25% by April 1;
- 25% by July 1

C. The Charter School may choose to prepay any of the installment payments without incurring a prepayment penalty from the District.

D. Charter School payments of undisputed amounts that are more than 30 calendar days late arriving at the District will incur a one (1%) percent per month interest charge on the balance.

E. The District will deduct from subsequent transfer payments payable to the Charter School any undisputed scheduled payment amount due from this Agreement, plus interest charges, that is more than 60 calendar days past due.

F. The Fees are detailed in Exhibit C, Table I attached to this agreement.

G. The Fee does not include the Special Education encroachment fee which is calculated annually. In the event the Charter School uses a third party Special Education service provider outside of the District, the District will not assess a Special Education encroachment fee.

H. The Fee does not include site-specific costs which the school must include in its own budget. The Fee does not include, among other items, the cost of computers, computer lab, laptop carts, server equipment, internet service, phone service, audio-visual equipment, custodial, or campus security.

I. The Fee does not include site-specific costs which are not school-specific, which the Charter School will negotiate with the Shared Site Committee and formally record in an annual Inter-Connected School Agreement by the end of September.

J. Either the Charter School or the District may call, at any time, for a meeting to discuss adjustments or reconciliation of these figures whenever there is reason to believe that these estimates do not reflect actual amounts owing.

K. If the Charter School disputes any fee or charge, it shall send written notification to the District. The Charter School has the right to submit the issue for resolution. Pending resolution relating to the fee or charge, the Charter School shall only be required to continue paying any undisputed amount. Upon resolution of the dispute relating to the fee or charge, and based upon the ultimate resolution thereof, the Parties shall reconcile the amounts owed. The Charter School withholding disputed funds in not grounds for revocation.

**Section 9. Utilities.** The Charter School shall be solely responsible for the cost of all utilities used or consumed by the Charter School on the Site. With respect to internet connectivity, the Charter School shall assume use of the pre-existing T-1 line and shall transfer billing for the use of such line over to the Charter School. The Charter School shall obtain its own internet service provider and shall assume sole responsibility for upkeep and maintenance of all telephone systems, data lines, and related equipment, software and hardware. The Charter School will be billed according to the utilities billing cycle for its pro rata share of the total Carter Campus utilities costs where billing is unable to be separately billed. Utilities for which the Charter School will be responsible include, but are not limited to, electricity, gas, water, and waste management.

**Section 10. Maintenance.** Facilities, furnishings, and equipment provided to the Charter School shall remain the property of the District. The ongoing operations and routine maintenance of the facilities and equipment is the responsibility of the Charter School. Projects eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582 and the replacement of furnishings and equipment supplied by the District in accordance with District schedules and practices shall remain the responsibility of the District. The Charter School may purchase operations and maintenance services from the District as provided in a separate written agreement.

The District shall be responsible for the major maintenance of the facilities used by the Charter School. For purposes of this section, "major maintenance" includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. All other kinds of maintenance shall be considered routine maintenance.

**Section 11. Installation of Improvements.** The Charter School shall not construct or install any improvements on the Dedicated Space or otherwise alter the Dedicated Space without the prior written consent of the District, and if required, the Division of the State Architect. The District's approval of any improvements, including the construction schedule, work hours, and modifications, shall be at District's sole and absolute discretion, and District may disapprove of such improvements without reason. Contractors retained by the Charter School with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable to charter schools, including buildings codes and prevailing wage laws. The District or the District's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students.

**Section 12. Condition of Property.** The Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the Dedicated Space, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. The Charter School shall not be responsible for any and all environmental conditions that existed prior to the Charter School's occupancy of the Dedicated Space. The District shall remain responsible for compliance with the ADA, FEHA, and other applicable building code standards regarding access for any existing compliance issue prior to the date of execution of this Agreement. The Charter School shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvement made by the Charter School.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Dedicated Space due to the Charter School's use and occupancy thereof, the Charter School, at its expense, shall be obligated to clean all the property affected, to the satisfaction of the District and any governmental agencies having jurisdiction over the Dedicated Space.

**Section 13. Title to Property.** The parties acknowledge that title to the Dedicated Space is held by the District and shall remain in the District at all times.

**Section 14. Fingerprinting.** The Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1. Verification of compliance with the aforementioned fingerprinting and criminal background investigation

requirements shall be provided in writing to the District prior to each individual's commencement of employment or participation in any activity of the Charter School on the Dedicated Space and prior to permitting contact with District pupils.

**Section 15. Insurance.** The District will continue to maintain its current levels of insurance on the structures on the Dedicated Space. The Charter School shall, during the term of this Agreement, maintain in force the required levels of insurance.

The Charter School shall secure and maintain property insurance that addresses business interruption and casualty needs, including flood, fire, earthquake, and other hazards with replacement costs coverage for all assets listed in the Charter School's property inventory and consumables. The Charter School shall secure property coverage with a minimum policy limit of 80 percent of the fair market value of the Charter School's contents.

**Section 16. Indemnification.** The Charter School shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property occurring in, on or about the Dedicated Space after District delivers possession of the Dedicated Space to the Charter School, arising from the Charter School's use of the Dedicated Space or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Charter School in or about the Dedicated Space; provided, however, that the Charter School shall not have any obligation to indemnify, hold harmless or defend the District, its trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property occurring in, on or about the Dedicated Space after the District delivers possession of the Dedicated Space to the Charter School, resulting from or arising out of the sole negligence or willful malfeasance of the District, its trustees, officers, employees and agents or any person or entity not subject to the Charter School's control and supervision.

**Section 17. Access.** The Charter School shall permit the District, its agents, representatives, or employees, to enter upon the Dedicated Space for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the Dedicated Space. The District shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants.

**Section 18. Surrender of Dedicated Space.** Upon the Termination Date or other termination of this Agreement, the Charter School shall peaceably quit and surrender to the District the Dedicated Space together with the Charter School improvements and all alterations approved by the District in good order and condition, except for normal wear and tear after the Charter School's having made the last necessary repair required on its

part under this Agreement, and further except for any portion of the Dedicated Space condemned and any damage and destruction for which the Charter School is not responsible hereunder.

**Section 19. Capacity to Sign.** All parties represent and warrant that they possess all necessary capacity and authority to sign and enter into this Agreement. Each individual signing this Agreement for a party which is a public agency, a corporation, a partnership, a limited liability company, or other legal entity, or signing under a power of attorney or as a trustee, guardian, conservator, or in any other legal capacity, represents and warrants that he or she has the necessary capacity and authority to act for, sign, and bind the respective entity or principal on whose behalf he or she is signing.

**Section 20. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the District:      Office of Charter Schools  
                                    1025 Second Avenue, Room 206  
                                    Oakland, CA 94606  
                                    Attn: David Montes de Oca

If to the School:        Bay Area Technology School  
                                    1920 Telegraph Avenue  
                                    Oakland, CA 94612  
                                    Attn: Oscar Yildiz

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

**Section 21. Subcontract and Assignment.** Neither party shall assign its rights, duties or privileges under this Agreement, nor shall a party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other party.

**Section 22. Independent Status.** This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

**Section 23. Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the parties.

**Section 24. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Alameda County, California.

**Section 25. Attorneys' Fees.** If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.

**Section 26. Waiver.** The waiver by any party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**Section 27. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

**Section 28. Modifications.** Written modifications of this Agreement may be made by mutual written agreement at any time and must express intent to modify this Agreement. Any modification of this agreement must be in writing and executed by duly authorized representatives of both parties.

**Section 29. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**Section 30. Captions.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

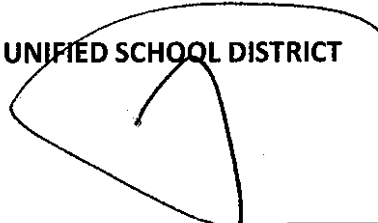
**Section 31. Construction** Nothing in this Agreement shall affect the number of positions held by or reduce the amount of work performed by District employees covered by a collective bargaining agreement with the District.

**Section 32. Severability.** Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

**Section 33. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are incorporated herein by reference.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the date first above written.

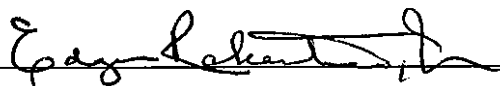
**OAKLAND UNIFIED SCHOOL DISTRICT**



\_\_\_\_\_  
David Kakishiba, President, Board of Education

8/21/08

\_\_\_\_\_  
Date



\_\_\_\_\_  
Edgar Rakestraw, Jr., Secretary, Board of Education

8/14/08

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Deborah A. Cooksey, OUSD General Counsel

8.6.08

\_\_\_\_\_  
Date

**BAY AREA TECHNOLOGY SCHOOL CHARTER SCHOOL**

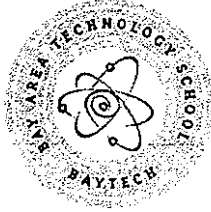
By: Matt Demit

Date: 08/06/08

Title: Principal

**EXHIBIT A**

**Bay Area Technology School's Proposition 39 Application**



**BAY AREA TECHNOLOGY SCHOOL  
(BAYTECH)**

1920 Telegraph Ave.  
Oakland, CA 94612  
Phone: (510) 645-9932  
Fax: (510) 645-9934  
Email: [contact@baytechschool.org](mailto:contact@baytechschool.org)  
Web: [www.baytechschool.org](http://www.baytechschool.org)

Delivery method [DROPP]

September 28, 2007

*4:50pm / 9/27/07*  
*[Signature]*

Interim State Administrator Vincent Matthews  
Oakland Unified School District  
1025 Second Avenue  
Oakland, CA 94606-2212

RE: Request for Proposition 39 Facilities for the 2008-09 School Year

Dear Administrator Vincent Matthews:

I am writing on behalf of the Bay Area Technology School ("Charter School") to request reasonably equivalent school facilities from the Oakland Unified School District ("District") pursuant to Education Code Section 47614 (i.e., Proposition 39) and Title 5 of the California Code of Regulations ("CCR") Section 11969.1 through 11969.9 ("Implementing Regulations").

Proposition 39, passed by the voters of California on November 7, 2000, requires school districts to make available, to each charter school operating within the school district, school facilities sufficient for each charter school to accommodate all of the charter school's in-district students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending other public schools of the school district. Facilities provided shall be contiguous, furnished, and equipped, and shall remain the property of the school district. In addition, the school district must make reasonable efforts to provide the charter school with facilities near to where the charter school desires to be located. (See Education Code Section 47614(b)).

The Proposition 39 Implementing Regulations, adopted by the State Board of Education ("SBE") on August 29, 2002, require the Charter School to make an annual written request for facilities. Title 5 CCR Section 11969.9(c)(1) specifies the information that must be included in the annual facilities request. This letter, along with the information submitted herewith, meets and exceeds the requirements of Education Code Section 47614 and the Implementing Regulations.

We are submitting this request in advance of the deadline. We respectfully request the District to notify us in writing prior to the deadline if the District desires any additional information or has any concerns regarding the completeness of this request.

**Projected Average Daily Attendance (ADA)**

In accordance with Education Code Section 47614(b)(2) the District is required to allocate school facilities to the Charter School for the following school year based upon a projection of average daily classroom attendance provided by the Charter School.

The Charter School's Governing Board has determined that a reasonable projection of the Charter School's in-District average daily classroom attendance for the 2008/2009 school year is 300. The following is a break down of the Charter School's projected average daily attendance ("ADA") as required by 5 CCR Section 11969.9(c)(1). The Charter School's ADA figures are based on the ADA claimed for apportionment in the 2006-2007 school year and adjusted for expected changes in the 2007-2008 and 2008-2009 school years:

Please note:

- "Prior year" means the fiscal year prior to the year in which a facilities request is made. For this request, the prior year is 2006-07.
- "Current year" means the fiscal year in which a facilities request is made. For this request, the current year is 2007-08.
- "Request year" means the fiscal year for which facilities are being requested. For this request, the request year is 2008-09.

**Table 1: Total ADA**

A	B	C	D	E
Grade Level	Actual Total Prior Year	Projected Change Prior to Current Year	Projected Change Current to Request Year	Projected Total Request Year (B+C+D)
K				
1				
2				
3				
4				
5				
6	45	3	0	48
7	80	-23	15	72
8	66	1	5	72
9	0	43	5	48
10	0	0	48	48
11	0	0	0	0
12	0	0	0	0
<b>Total</b>	<b>191</b>	<b>24</b>	<b>73</b>	<b>288</b>

**Table 2: Total In-District ADA**

A	B	C	D	E
Grade Level	<u>Actual Total</u> Prior Year	<u>Projected Change</u> Prior to Current Year	<u>Projected Change</u> Current to Request Year	<u>Projected Total</u> Request Year (B+C+D)
K				
1				
2				
3				
4				
5				
6	38	5	0	43
7	67	-15	10	62
8	57	6	-1	62
9	0	34	10	44
10	0	0	43	43
11	0	0	0	0
12	0	0	0	0
<b>Total</b>	<b>162</b>	<b>30</b>	<b>62</b>	<b>254</b>

**Table 3: Total Classroom ADA**

A	B	C	D	E
Grade Level	<u>Actual Total</u> Prior Year	<u>Projected Change</u> Prior to Current Year	<u>Projected Change</u> Current to Request Year	<u>Projected Total</u> Request Year (B+C+D)
K				
1				
2				
3				
4				
5				
6	45	3	0	48
7	80	-23	15	72
8	66	1	5	72
9	0	43	5	48
10	0	0	48	48
11	0	0	0	0
12	0	0	0	0
<b>Total</b>	<b>191</b>	<b>24</b>	<b>73</b>	<b>288</b>

**Table 4: Total In-District Classroom ADA**

A	B	C	D	E
Grade Level	<u>Actual Total</u> Prior Year	<u>Projected Change</u> Prior to Current Year	<u>Projected Change</u> Current to Request Year	<u>Projected Total</u> Request Year (B+C+D)
K				
1				
2				
3				
4				
5				
6	38	5	0	43
7	67	-15	10	62

8	57	6	-1	62
9	0	34	10	44
10	0	0	43	43
11	0	0	0	0
12	0	0	0	0
<b>Total</b>	<b>162</b>	<b>30</b>	<b>62</b>	<b>254</b>

The following is a list of the projected in-District classroom ADA by grade level and the school in the District the pupils are otherwise eligible to attend:

School Name/Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Cole Middle School							15	25	25				
West Oakland Middle School							15	15	14				
West Lake Middle School							15	15	15				
Oakland Tech High School										20			
McClymonds										15			
<b>TOTAL</b>													

**Methodology Used In Making ADA Projection:**

The Implementing Regulations state that the annual request must include a description of the methodology for the ADA projections. The Charter School utilized the following methodology in calculating the ADA projections:

BayTech School's enrollment history: We finished the 2004-05 academic year with 83 students in 6th grade. We acquired our new facility at the beginning of September 2006. We started the 2005-06 academic year with 140 students. Through out the year, with the help of parents in the form of word of the mouth and mailing our brochure to 10 mail radius neighborhood, we increased our enrollment to 160. We have started 06-07 school year with 225 students. This is about 50% increase in enrollment compared to previous year. We currently have about 84 % in-district students. For next year, our goal is to reach 300 students with approximately 75-80 % in-district students. In August September, we mailed about 17,000 postcards to the parents who have children in middle school ages within our 10-mile radius neighborhood. Below is the image of our postcard that was mailed.

## LIMITED SPACE AVAILABLE

Bay Area Technology School (BayTech) is a college preparatory, tuition free, Oakland Public Charter School providing a rigorous and innovative curriculum focusing on math, science and technology.

As a small, structured, community school, BayTech strives to create a positive and dynamic learning environment through high expectations, a comprehensive curriculum, and motivational activities.

For ongoing open house, please call (510) 645-9932.

### SMALL CLASS SIZES

With a maximum of 25 students per class, BayTech teachers can focus on each child's individual strengths and weaknesses. As the class sizes are small, students have more opportunities to participate and demonstrate their level of academic understanding.

### A SCHOOL FROM 3AM TO 6PM

Extended day homework club between 3:00-4:15pm and after school activities between 4:15 to 6:00pm enables BayTech students to stay on school and enjoy a variety of after school programs such as basketball, computer, dance, chess, art, table tennis and more.

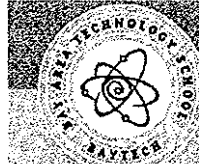
### EXTRA CURRICULAR ACTIVITIES

Here are the some activities BayTech students enjoy annually: Summer camp at Lake Tahoe, Europe trip, Winter camps, LA Universal Studios trip, Marine World Six Flags, San Diego Sea World, Monterey Bay Aquarium, SF city trips and Academic trips to Exploratorium, UC Berkeley labs, Chabot Space & Science Center, San Jose Tech Museum and many more.



### BAY AREA TECHNOLOGY SCHOOL

1920 Telegraph Ave Oakland, CA 94612  
Phone: 510-645-9932 Fax: 510-645-9934  
www.baytechschool.org  
contact@baytechschool.org



# BAYTECH

Escuela Publico Secundaria  
**BAY AREA TECHNOLOGY SCHOOL**  
College Prep School



**TUITION FREE  
PUBLIC CHARTER  
MIDDLE & HIGH  
SCHOOL**

**ENROLL NOW ▶**

## WHAT BAY AREA TECHNOLOGY SCHOOL OFFERS...

### EMPHASIZE ON MATH, SCIENCE & TECHNOLOGY

In order to prepare students for our technology driven society, BayTech emphasizes on math, science and technology with a rigorous curriculum designed to stimulate students' interest.

### ACADEMIC PROGRAM AND TUTORING

BayTech's rigorous academic program prepares students to participate highly academic competitions in the region and nationwide. BayTech students got many awards in regional and national contests. BayTech students can obtain help from their teachers both during school and after school in any subject.

### CHARACTER EDUCATION & HOME VISIT

A person of character is a good person, someone to look up and admire, knows the difference between right and wrong and always tries to do what is right. BayTech's unique character education programs helps students to build a good character.

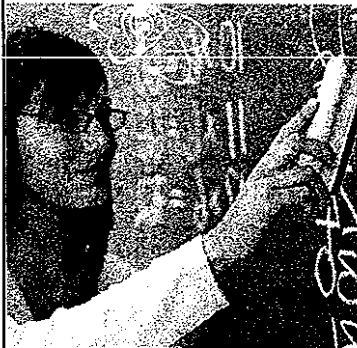
BayTech teachers visit students at home to establish a better communication between school and home.

### MATH, SCIENCE, AND LIBERAL ARTS PROJECTS AND FAIRS

BayTech always gives high priority to motivational activities. Therefore, math competitions, science fairs, hands-on experiments and projects in Technology, Social Studies and English play a very important role in our students' academic experience.

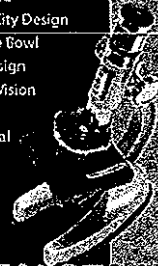
- Programa Académico y Tutoría
- Énfasis en Matemática, Ciencia y Tecnología
- Educación de Carácter Conducta y visitas a casa
- Clase pequeños de no más de 25 niños
- Horas de escuela 3am a 6pm
- Muchos Extracurriculares
- Feria de Proyectos de Matemática, Ciencia y Arte de Liberal

- 教學課程及家教課程
- 特別加強在數學、科學及工業技術
- 高品質的教育方針及家庭訪問
- 數學、科學、文科研究及博覽會
- 小班制 (每班人數最多 25 位)
- 上課時間 3 am-5pm
- 多元化的課外活動



- MathCounts, AMC
- SimCity Future City Design
- National Science Bowl
- Lego® Robot Design
- Toshiba ExploraVision
- Web Design
- Oratorical Festival
- Science Fair
- Spelling Bee

AND MANY MORE !!!



Incredible accomplishment in a very short amount of time.  
John Cummins  
Assoc. Chancellor, UC Berkeley

Congratulations BayTech team for their current success, which is an amazing accomplishment given such limited time.  
Ozih Ozil, Ph.D.  
Assistant Professor, Stanford University

# SCIENCE MATH TECHNOLOGY

Table below shows the enrollments, ADA, retention rate and growth rate for last three years. Enrollment is the average enrollment through out the year. It is not the absolute enrollment since it changes from month to month due to some flow of students. For example, since we started 2005-06 school year with 134 students and ended with 160, the average enrollment is 146 considering our P2 ADA and 95% attendance rate. Growth percentage is calculated with respect to previous years enrollment.

School Year	Enrollment	ADA Claimed at P-2	Retention Rate	Growth Percentage Change	# of Wait Listed Children
2004/2005	82	78	%70		
2005/2006	146	136	%67	%87	
2006/2007	200	195	%65	%41	

### **Supporting Documentation**

The Implementing Regulations state that the annual request must include, if relevant, documentation of the number of in-District students meaningfully interested in attending the Charter School. It is our understanding that this requirement was only intended for "new" charter schools that do not have an existing enrollment base to rely upon to substantiate its projections. However, in an abundance of caution we have attached and incorporated herein by reference the following supporting documentation that fully substantiates the reasonableness of our ADA projections for the following school year: (1) A roster of current students, by name, address, and phone number; (2) a declaration from the Principal regarding the Charter School's annual ADA and retention rate; (3) newly received enrollment applications for new students; and (4) signed parental "Intent to Reenroll" forms for all current students.

Please see the **Attachment-1** for current Bay Area Technology School student enrollment list.

- (1) a roster of current year students, by name, address, and phone number;
- (2) a declaration from the Principal regarding the Charter School's annual ADA and retention rate;
- (3) newly received enrollment applications for new students for the current year;
- (4) signed parental "Intent to Reenroll" forms for all current year students for the request year;
- (5) CBEDS forms for the years listed above proving the enrollment listed in the chart above;
- (6) P-2 ADA forms demonstrating the ADA claimed in the chart above; and
- (7) a copy of our waiting list for the current school year demonstrating the continuing interest in enrollment in our School.

Should the District desire additional documentation or information regarding the Charter School's ADA projections please contact me as soon as possible. We remain willing to cooperate with the District to immediately address any questions or concerns about this request and the supporting documentation.

**Instructional Calendar:**

The Charter School's instructional calendar is attached (**Attachment-2**) for your review. Although the Charter School's instructional year begins on August 25, 2008, we will need access to the facility on or before July 2, 2008 in order to prepare for the first day of classes. Please note that Title 5 CCR Section 11969.9(g) requires the District to ensure that a furnished and equipped facility meeting the requirement of Proposition 39 be made available to the Charter School no less than seven (7) days prior to the charter school's first day of instruction. In addition, in accordance with Section 11969.5 the space allocated must be made available for the Charter School's entire school year regardless of the School District's instructional year or class schedule.

**Educational Program:**

Title 5 CCR Section 11969.9(c)(1)(F) requires the facilities request to provide information regarding the charter school's educational program that is relevant to the assignment of facilities. The Charter School's educational program does have unique facilities needs. [As you are aware, a key component of the educational program of the Charter School is math, science, technology, and sports integrated college prep emphasis. In order to provide this aspect of our educational program, the facility allocated to the Charter School must provide the following:

- 1- ) 25,000 + sqft indoor space for 20 classrooms, 2 computer labs, 2 Science Labs and offices.
- 2- ) PE facility for sports integrated curriculum (preferable a gym and outdoor play grounds).
- 3- ) Cafeteria in order to serve our National School Lunch Program for qualified students (BayTech is serving average of %78 free and reduced lunch eligible students in the first three years of operation)

In addition, and in accordance with its charter, the Charter School operates grade levels 6 through 12 on one contiguous school site. Consequently, the Charter School's educational program requires a single contiguous school site in which to operate.

**Facility Location:**

Based upon the needs of the Charter School and the residency of the current and projected student enrollment, the Charter School desires to locate its facility within 3 miles distance around downtown Oakland (Assumption based on current student population and charter petition promises).

**Procedures and Timelines:**

As noted, we are submitting this facilities request in advance of the deadline. We have done this to allow us time to cure any concerns or alleged deficiencies the District may find

regarding the completeness of this request. In accordance with the Implementing Regulations the District is required to review the Charter School's attendance projections and to express any concerns that it has about the Charter School's attendance projections. The District must then provide a reasonable opportunity to respond to those concerns. (5 CCR Section 11969.9(d).) In order to allow ample time to resolve any disputes regarding the enrollment projections, we respectfully request that the District express any concerns to the projections in writing by December 1, 2007. We anticipate responding to any concerns by January 2, 2008..

Furthermore, we look forward to receiving a preliminary facilities proposal from the District, as required under the Implementing Regulations. (5 CCR Section 11969.9(d).) We would request that the preliminary proposal include all the information that must be included in the final proposal so that the School can make an informed decision about the preliminary offer of facilities. Therefore, the preliminary offer should include the following information: (1) the teaching station, specialized and non-classroom based space to be allocated to the Charter School (with an indication as to whether the space is exclusive or shared use); (2) the projections of in-district classroom ADA on which the proposal is based; (3) the specific location of the space; (4) all conditions pertaining to the space, including a draft of any proposed agreement pertaining to the Charter School's use of the space, (typically referred to as a facilities use agreement); and (5) the associated pro rata share amount and a description of the methodology used to determine that amount. Additionally, we would request that the District provide the Charter School a list and description of the comparison group schools used in developing its preliminary proposal, and a description of the differences between the preliminary proposal and the Charter School's facilities request.

In order for the Charter School to properly address the budget implications of securing a Proposition 39 facility from the District for the following school year, we are respectfully requesting that the District provide a written preliminary proposal to the Charter School no later than February 1, 2008. This will allow sufficient time for the District and the Charter School to engage in a productive dialogue regarding the proposed facilities allocation well in advance of the District's deadline for providing final notification. We expect to respond to the preliminary proposal by March 1, 2008. Moreover, Section 11969.9(h) requires the parties to "negotiate an agreement regarding use and payment for the space." This agreement is typically referred to as a "facilities use agreement." We would respectfully request that the District provide the Charter School with a draft of any proposed facilities use agreement as soon as possible, but no later than the time it provides the Charter School its preliminary proposal.

Implementing Regulations Section 11969.9(e) requires the District to provide a final notification regarding the space to be allocated to the Charter School prior to April 1, 2008. We request that the final notification specifically identify, at a minimum, the following:

- (1) the teaching station, specialized classroom space, and non-teaching station space offered for the exclusive use of the charter school and the teaching station, specialized classroom space, and non-teaching station space which the charter is to be provided access on a shared basis with school district operated programs, if any;
- (2) for shared space, if any, the proposed arrangements for sharing;
- (3) the mutually agreed upon in-district classroom ADA assumptions for the charter school upon which the allocation is based and, if the assumptions are different

than those submitted by the charter school, a written explanation of the reasons for the differences;

- (4) the specific location of the space;
- (5) all conditions pertaining to the Charter School's use of the space;
- (6) the pro rata share amount and a description of the methodology used to determine that amount; and
- (7) the payment schedule for the pro rata share amount, which shall take into account the timing of revenues from the state and from local property taxes.

A California Court of Appeal decision has made clear that in meeting their Proposition 39 obligation, school districts must give the same degree of consideration to the needs of charter school students as it does to the students in district run schools. The court noted that "accommodating a charter school might involve moving district-operated programs or changing attendance areas" and that providing a contiguous school facility to a charter school might require disruption and dislocation among district students, staff and programs. Ridgecrest Charter School v. Sierra Sands Unified School District, 130 Cal.App.4<sup>th</sup> 986 (2005). In addition, the Court concluded that a school district responding to a request for facilities must issue a statement of reasons at the time it makes its final determination that is "thorough" and "factual" enough to permit "effective review by the courts"; the statement of reasons issued by the school district must demonstrate that the district has "adequately considered all relevant factors" and that the district can "demonstrate a rational connection between those factors, the choice made, and the purposes of [Proposition 39]."

Although Proposition 39 requires the District to allocate a school facility for Charter School use, the Charter School is amenable to discussing alternative facilities arrangements that meet both the needs of the District and the Charter School.

The Charter School Governing Board has delegated to me the responsibility to negotiate the allocation of a facility under Proposition 39. All communications regarding this matter should be sent to my attention at the address below. My contact information is as follows:

Oscar Yildiz  
1920 Telegraph Ave  
Oakland, CA 94612  
Phone: 510-645-9932  
Cell: 510-759 1877  
Fax: 510-645-9934  
Email: yildiz@baytechschool.org

I will contact you next week to discuss mutually agreeable dates in the latter part of January so that we can meet to discuss the District's initial proposals. I appreciate your time and consideration of this request and I look forward to developing a mutually agreeable plan to meet the facilities needs of the Charter School's in-District students.

Sincerely,

Oscar Yildiz  
Principal

cc: Suleyman Bahceci PH.D, President  
Mehmet Sen, PH.D, Vice President  
Baris Cagdaser, Treasurer

Attachments (the following attachments are incorporated by reference herein):

Attachment-1: Bay Area Technology School enrollment list for 2007-08

Attachment-2: School Calendar for 2008-09

**ATTACHMENT-1  
BAY AREA TECHNOLOGY SCHOOL  
STUDENT ROSTER**

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## 6th Grade Student Information

#	Last Name	First Name	City	State	Zip code
1	Arnold	Adreena	Oakland	CA	94608
2	Baaqee	Ale'ah	Oakland	CA	94607
3	Barrios	Laura	Oakland	CA	94612
4	Bautista	Christian	Oakland	CA	94607
5	Bell	Dereke	Walnut Cre	Ca	94597
6	Brewer	Mykiesha	Oakland	Ca	94621
7	Bryant	Reúel	Oakland	CA	94609
8	Burke	Roland	Oakland	CA	94610
9	Carrigan	Tyrel	Alameda	Ca	94501
10	Chakhalidze	Dzhamal	Oakland	Ca	94619
11	Chakhalidze	Dzhamilya	Oakland	Ca	94619
12	Cross	Lionel	Oakland	CA	94610
13	Delos Reyes	Christian Alva	Oakland	CA	94607
14	Downs III	John	Oakland	Ca	94608
15	Finley	Jabir	Oakland	Ca	94607
16	Fuller	Raven	Oakland	CA	94610
17	Gaives	Gabbriall	Oakland	Ca	94612
18	Gilbert	William	Oakland	CA	94612
19	Gilreath	Justin	Oakland	CA	94612
20	Gray	Cornelus	Oakland	CA	94606
21	Hill	Sukari	Oakland	CA	94607
22	Houston	Tierra	Oakland	CA	94621
23	Humphrey	Chanel	Berkeley	Ca	94702
24	Hussein	Jamila	Oakland	CA	94606
25	Jones	Ebony	Oakland	CA	94608
26	Jones	Giavonte	Oakland	CA	94608
27	Judan	Micah	Oakland	Ca	94608
28	Kriquer	Jasper	Oakland	CA	94609
29	LeBlanc	Breanne	Hayward	Ca	94544
30	Lopez	Alexa	Oakland	CA	94621
31	Mamedova	Elif	Oakland	Ca	94619
32	Marcial	Nester	Oakland	CA	94601
33	McCarthy	Gregory	Oakland	CA	94605
34	McElory	Omri	Oakland	CA	94602
35	Mendoza	Hector	Oakland	CA	94606
36	Mills	Keva'nique	Alameda	Ca	94501
37	Mohamed	Arewa	Oakland	CA	94607
38	Mohamed	Kharima	Oakland	CA	94606
39	Morrison	Natasha	Oakland	Ca	94621
40	Perez	Luis	Oakland	CA	94601
41	Robinson	Chris	Oakland	CA	94603
42	Russell	Jayson	Oakland	CA	94612
43	Salgado	Samuel	Oakland	CA	94603
44	Sanchez	Eugenio	Richmond	CA	94804
45	Smith	Anthony	Oakland	CA	94619
46	Smith	Monte	Oakland	Ca	94612
47	Trammell	Osiris	Richmond	Ca	94804
48	Wood	Antoinette	Oakland	CA	94607
49	Wright-Purify	Alex	Oakland	CA	94608

## 7th Grade Student Information

#	Last Name	First Name	City	State	Zip code
1	Adams	Michael	Oakland	CA	94608
2	Alegria	Diego	Oakland	CA	94606
3	Banks	Timonty	Oakland	Ca	94607
4	Barajas Martinez	Omar	Oakland	CA	94606
5	Burns	Jaylyn	Oakland	CA	94607
6	Castillo	Bryan	Oakland	CA	94621
7	Conway	Jacob	Alameda	Ca	94501
8	Dorsey Jr.	Drexel	Oakland	CA	94608
9	Evans	Maalik	Oakland	Ca	94607
10	Gilbert	Twannishia	Oakland	CA	94621
11	Glassman	Selah	San Pablo	CA	94806
12	Griffin II	John	Oakland	CA	94605
13	Hardin	Tyrin	Alameda	CA	94501
14	Harrison	Ronnie	Oakland	CA	94605
15	Heard	John	Oakland	CA	94607
16	Hendricks	Nia	Oakland	Ca	94605
17	Hobdy	Christal	Oakland	CA	94607
18	Idrisov	Kemal	Oakland	CA	94619
19	Juniel	IniQue	San Leand	CA	94578
20	Lee	Akin	Oakland	CA	94603
21	Limbrick	Darius	Oakland	CA	94603
22	Maddliyeva	Alifya	Oakland	CA	94606
23	Martinez	Julian	Oakland	CA	94606
24	Mason	Zapora	Oakland	Ca	94609
25	McCarthy	Edward	Oakland	CA	94619
26	McElory	Malik	Oakland	CA	94602
27	McElroy	Anthony	Richmond	CA	94804
28	McNeal	DaeSean	Oakland	CA	94606
29	Mirzayev	Ibragim	Oakland	CA	94606
30	Mirzayev	Feyzul	Oakland	CA	94606
31	Mohamed	Kharima	Oakland	CA	94606
32	Montiel	Bernardo	Oakland	CA	94601
33	Moorer	Karren	San Leand	Ca	94578
34	Moreno	Erika	Oakland	CA	94610
35	Morton	Isiah	Oakland	CA	96621
36	Parham	Monique	Oakland	Ca	94601
37	Pena	Mercy	Oakland	CA	94609
38	Pierce-Love	Duron	Oakland	CA	94605
39	Ramirez	Adriana	Oakland	CA	94621
40	Rhodes	Halim	Oakland	CA	94607
41	Rivas	Estephanie	Oakland	CA	94601
42	Robinson	Charles	Oakland	CA	94605
43	Robinson Jr.	Dewayne	Oakland	CA	94612
44	Rodriquez	Mario	Oakland	CA	94603
45	Smith	Marquis	Oakland	CA	94609
46	Stackiewicz	Mary	Oakland	CA	94621
47	Sterling-Lowe	Yusef	Oakland	CA	94601
48	Stevens	Michelle	Oakland	CA	94621
49	Swygert	Jenaiah	Oakland	CA	96619
50	Taylor	Normalya	Oakland	CA	94612
51	Thomas	Goddess	Oakland	CA	94609
52	To	Jason	Oakland	CA	94609
53	Tucker	Richard	Oakland	CA	94603
54	Williams III	Ocie	Oakland	CA	94603
55	Zinabidine	Salma	Oakland	CA	94103

### 8th Grade Student Information

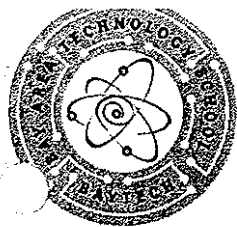
#	Last Name	First Name	City	State	Zip code
1	Ali	Hasan	Oakland	CA	94605
2	Arbogast	Moses	Alameda	CA	94501
3	Armstrong	Jasmine	Oakland	CA	94607
4	Baaqee	Inayah	Oakland	CA	94607
5	Bailey	Derrick	Oakland	CA	94608
6	Bailey	Aunie	Hayward	CA	94544
7	Bauzon	Josephine	Oakland	CA	94612
8	Bell	Shamari	Oakland	CA	94611
9	Brown	Jasian	Oakland	CA	94621
10	Bryant	Brianna	Oakland	CA	94609
11	Bryant III	Roscoe	Oakland	CA	94609
12	Chakhalidze	Ibragim	Oakland	CA	94602
13	Chennault	Ayesha	Oakland	CA	94603
14	Combs	Dontaz	Oakland	CA	94605
15	Cook	Tramani	Oakland	CA	94601
16	Cook	Elexia	Emeryville	CA	94608
17	Cooper	David	Oakland	CA	94605
18	Correa	Tyler	Oakland	CA	94605
19	Curiel	Julio	Oakland	CA	94601
20	Davis	Dejaray-Queen	Oakland	CA	94608
21	Duckett	Michelle	Oakland	Ca	94612
22	Egbuonu	Michael	Alameda	CA	94501
23	Foster	Brenden	Oakland	CA	94603
24	Frazier	Robert	Oakland	CA	94603
25	Garcia	Michael	Pittsburg	Ca	94565
26	Goosby	Alexis	Oakland	CA	94609
27	Guerra	Jorge	Oakland	CA	94601
28	Hankins	Robert	Oakland	Ca	94531
29	Harbin	DeJade	Oakland	CA	94621
30	Helsel	Bethany	Richmond	Ca	94804
31	Hernandez	Jair	Oakland	CA	94621
32	Hobson	Tahje	Hayward	CA	94542
33	Jackson	Quintella	Oakland	CA	94606
34	Jackson	Andre	Berkeley	CA	94702
35	Johnson	Trevon	Richmond	Ca	94806
36	Kelly	Angelina	Berkeley	CA	94704
37	Lang Jr.	Aaron	Oakland	CA	94607
38	Lewis	Nashea	Oakland	CA	94607
39	Lugo	Justin	San Leand	CA	94577
40	Magana	Raquel	Oakland	CA	94605
41	McCright	Maurice	Oakland	CA	94606
42	Moore	Taiwan	Emeryville	CA	94608
43	Moorehead	James (Jake)	Oakland	CA	94610
44	Mostafavi	Maha	Oakland	CA	94610
45	Munson	Jelexus	Oakland	CA	94605
46	Nunley	Kai	Oakland	CA	94602
47	Nunley	Maia	Oakland	CA	94602
48	Nuriddin	Khaliqa	Oakland	CA	94621
49	Pardave	Francisco	Oakland	CA	94601
50	Pena	Joseph	Oakland	CA	94609

51	Perez	Cecilia	Oakland	CA	94621
52	Reed	Isaiah	Pittsburg	CA	94565
53	Roberts	Lovie	Oakland	CA	94601
54	Sami	Zarinah	Oakland	CA	94609
55	Sanchez	Erick	Oakland	CA	94621
56	Sariyev	Makhmud	Oakland	CA	94606
57	Simpson	Denzil	Oakland	CA	94606
58	Stewart	Rashia	Oakland	CA	94605
59	Swaby	Caesar	Oakland	CA	94603
60	Thompson	Abdul-Jumar	San Pablo	CA	94806
61	Tucker	Richard	Oakland	CA	94603
62	Tucker	Yahshua	Oakland	CA	94603
63	Turner	Mike	Oakland	CA	94602
64	Tyson	Sayveon	Oakland	CA	94612
65	Vorgar	Blessed	Oakland	CA	94601
66	Walker	Jumoke	Oakland	CA	94609
67	Williams	Mustapha	San Pablo	CA	94806
68	Wilson	Morgan	Oakland	CA	94601
69	Winnfield	Corey	Oakland	CA	94605
70	Zareef	Salih	Oakland	CA	94601

## 9th Grade Student Information

#	Last Name	First Name	City	Stat	Zip code
1	Bassel	John	Oakland	CA	94609
2	Bell	Kelly	Oakland	CA	94621
3	Bey	Malik	Richmond	CA	94803
4	Burkes	William	Oakland	CA	94612
5	Chukwuemeka	Victor	Oakland	CA	94610
6	Coleman	Breanna	Oakland	CA	94606
7	Cooper	Daejenae	Oakland	CA	94605
8	Dorsey	Dominique	Piedmont	CA	94620
9	Earle	Christopher	Oakland	CA	94602
10	Edwards	Adrien	Oakland	CA	94607
11	Estrada	Alex	Oakland	CA	94601
12	Franklin	Neshei	Oakland	CA	94619
13	Hamed	Kumare	Oakland	CA	94608
14	Jones	Shakeel	Oakland	CA	94608
15	Khamidor	Nurmukhammed	Oakland	CA	94619
16	Magana	Mikaela	Oakland	CA	94612
17	Martinez	Sylvia	Oakland	CA	94621
18	Mentese	Said	Berkeley	CA	94702
19	Miller	Nisa	Oakland	CA	94605
20	Mirzaeva	Farida	Oakland	CA	94606
21	Mirzaeva	Zamira	Oakland	CA	94606
22	Sariyer	Mukhammat	Oakland	CA	94606
23	Nobles	Mikal	San Leandr	CA	94578
24	Parham	Hessie	Oakland	CA	94601
25	Purcell	Jamari	Oakland	CA	94601
26	Purify-Wright	Alan	Oakland	CA	94608
27	Rexhepi	Dardan	Oakland	CA	94612
28	Sariyev	Mukhammat	Oakland	CA	94606
29	Scott	Jahrell	Oakland	CA	94607
30	Simmons-Wea	LaTajh	San Pablo	CA	94806
31	Snyder	Alexander	Oakland	CA	94608
32	Stewart III	Raymond	Oakland	CA	94605
33	Tenzeldam	Audra	Alameda	CA	94501
34	Watson	Curvena	Oakland	CA	94607
35	Wheeler	Thomas	Hayward	CA	94541
36	Woods	Yolanda	Oakland	CA	94621
37	Wyatt	Jacquese	Berkeley	CA	94702

**ATTACHMENT-2**  
**BAY AREA TECHNOLOGY SCHOOL**  
**2008-09 SCHOOL YEAR**



# BAY AREA TECHNOLOGY SCHOOL

Sharpens the Mind, Prepares for the Future

## School Calendar 2008-2009

### AUGUST

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24		26	27	28	29	30
31						

### AUGUST

August 11-15 .....In-Service -Professional Development  
 August 16-20.....Parent & Student Open House Orientation  
 August 25.....First Day of School  
 August 25-September 5.....MAP Testing I

### SEPTEMBER

S	M	T	W	T	F	S
		2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

### SEPTEMBER

September 1..... Labor Day (School Closed)  
 September 7.....Parent Club Meeting  
 September 24.....Back to School Night

### OCTOBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### OCTOBER

October 6.....Parent Club Meeting/Fundraiser  
 October 31..... Costume Contest

### NOVEMBER

S	M	T	W	T	F	S
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16	17	18	19	20	21	22
23	24	25				29
30						

### NOVEMBER

November 3.....Parent Club Meeting  
 November 10.....Veteran Day (School Closed)  
 November 10-21.....MAP Testing II  
 November 26-28..... Thanksgiving Recess (School Closed)

### DECEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14						20
21						27
28						

### DECEMBER

December 1..... Parent Club Meeting  
 December 15-January 2.....Winter Recess (School Closed)

### DECEMBER

S	M	T	W	T	F	S
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7	8	9	10	11	12	13
14						20
21						27
28						

### JANUARY

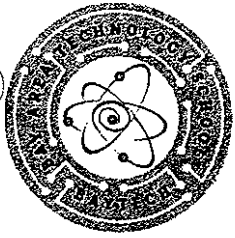
January 5.....Parent Club Meeting  
 January 19.....Martin Luther King Jr. Day (School Closed)  
 January 23.....1<sup>st</sup> Semester Report Card I  
 January 25.....Second Semester Starts

### JANUARY

S	M	T	W	T	F	S
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11	12	13	14	15	16	17
18		20	21	22	23	24
25	26	27	28	29	30	31

### BAY AREA TECHNOLOGY SCHOOL (BAYTECH)

1920 Telegraph Ave.  
 Oakland, CA 94612  
 Phone: 510-645-9932  
 Fax: 510-645-9934  
 e-mail: [contact@baytechschool.org](mailto:contact@baytechschool.org)  
[www.baytechschool.org](http://www.baytechschool.org)



# BAY AREA TECHNOLOGY SCHOOL

Sharpens the Mind, Prepares for the Future

## School Calendar 2008-2009

### FEBRUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
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### FEBRUARY

February 2.....Parent Club Meeting  
 February 2-13.....MAP Testing III  
 February 16.....President's Day (School Closed)  
 February 21.....MathMatters Contest for 5<sup>th</sup> Graders

### MARCH

S	M	T	W	T	F	S
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29	30					

### MARCH

March 2.....Parent Club Meeting  
 March 30-April 3.....Spring Break(School Closed)  
 March 30.....Cesar Chavez Day (School Closed)

### APRIL

April 6.....Parent Club Meeting

### MAY

May 4.....Parent Club Meeting  
 May 22.....In Lieu of Lincoln's Day Holiday (School Closed)  
 May 25.....Memorial Day (School Closed)

### APRIL

S	M	T	W	T	F	S
						4
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19	20	21	22	23	24	25
26	27	28	29	30		

### JUNE

June 1.....Parent Club Meeting  
 June 11.....8<sup>th</sup> Grade Graduation  
 June 11.....End of School (Report Card IV)  
 June 12-15-16.....Teacher Wrap-up Meetings  
 June 22-27.....Summer Math and Science Camp

### MAY

S	M	T	W	T	F	S
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24	25	26	27	28	29	30
31						

### JULY

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28	29	30				

S	M	T	W	T	F	S
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**BAY AREA TECHNOLOGY  
SCHOOL (BAYTECH)**

1920 Telegraph Ave.  
 Oakland, CA 94612  
 Phone: 510-645-9932  
 Fax: 510-645-9934  
 e-mail: [contact@baytechschool.org](mailto:contact@baytechschool.org)  
[www.baytechschool.org](http://www.baytechschool.org)

**EXHIBIT B**

**OUSD's Proposition 39 Final Facilities Offer**

Office of Charter Schools  
1025 Second Avenue Rm. 206  
Oakland, CA 94606  
P: 510.879.8349 F: 510.879.1844



OAKLAND UNIFIED  
SCHOOL DISTRICT

EXPECT SUCCESS

www.ousdcharters.com

every student. every classroom. every day.

May 1, 2008

Oscar Yildiz, Director  
Bay Area Technology School  
1920 Telegraph Avenue  
Oakland, CA 94612

Certified Mail &  
Fax

**RE: PROP 39 2007-2008 FINAL FACILITY SPACE OFFER**  
**BayTech – Carter Campus 4521 Webster Street, Oakland**

Dear Mr. Yildiz:

On November 7, 2000, California voters passed Proposition 39. A portion of this initiative amended Education Code section 47614 to mandate that school districts make excess facility space available to in-district charter school students, if certain conditions are met, in a manner that is fair to all public school students. The California Department of Education has also promulgated implementing regulations, most of which took effect on August 29, 2002.

To the extent possible, OUSD has attempted to match charter school facility requests with space available based on the compatibility of the following features:

- The quantity of classroom space requested and the excess classroom space available.
- The grades served by each program when programs are co-located.
- The school program and the site.
- The location requested and the location available.

This letter constitutes a Final Offer of facility space, to occupy space for one year only at the Carter Campus located at 4521 Webster Street, Oakland, CA 94409, sharing with Oakland International High School, as required by the California Code of Regulations, Title 5. Education, Division 1. California Department of Education, Chapter 11. Special Programs, Subchapter 19, Charter Schools, Article 3. Facilities for Charter Schools, Section 11969.9 (5 CCR s 11969.9 Cal. Admin. Code tit. 5, s 11969.9).

**PROP 39 2007-2008 FINAL FACILITY SPACE OFFER**  
**From Oakland Unified School District (OUSD)**  
**To BayTech**  
**For the 2008-2009 School Year Only**

- Exclusive use of twelve (12) classrooms at the Carter Campus; to include two (2) portables, nine (9) classrooms, and one (1) room adjacent to the kitchen
- Exclusive use of one existing SPED portable for administrative non-teaching space
- Shared use of the gym, multi-purpose room/cafeteria, outdoor space, and parking

This offer is based on an in-district classroom ADA assumption of 254 students in grades 6-10 at BayTech.

The school district and the charter school shall negotiate a Facility Use Agreement regarding use of and payment for the space. The agreement shall contain at a minimum, the information included in this notification provided by the school district to the charter school. In addition, the school district requires that the agreement shall provide that the charter school shall:

- (1) Maintain liability insurance naming the school district as an additional insured to indemnify the school district for damage and losses for which the charter school is liable; and/or
- (2) Comply with school district policies regarding the operations and maintenance of the school facility and furnishings and equipment.

The space allocated by the school district will be furnished with desks and chairs, equipped with whiteboards, and available for occupancy by the charter school seven days prior to the charter school's first day of instruction in 2008-2009.

The charter school will negotiate the arrangements for sharing the shared space with OUSD and the Oakland International High School principal or designee. These arrangements will be described in the Facility Use Agreement.

The charter school must report actual ADA to the school district every time that the charter school reports ADA for apportionment purposes. The reports must include in-district and total ADA and in-district and total classroom ADA. The charter school must maintain records documenting the data contained in the reports. These records shall be available upon request by the school district.

The charter school and the school district may negotiate separate agreements and/or reimbursement arrangements for specific services not considered part of facilities costs as defined in Section 11969.7. Such services may include, but are not limited to, the use of additional space and operations, maintenance, and security services.

**ANNUAL PRO RATA SHARE & PAY SCHEDULE**

All charter schools that choose to accept the Prop 39 offer to occupy OUSD facilities will be charged a lease rate that represents the charter school's pro-rated share of general fund expenditures for the last fiscal year for costs for building and grounds deferred maintenance, as allowed by statute and regulations.

The charter school's annual basic lease rate includes the charter school's contribution for use of classrooms and administration space, shared access to special classrooms and non-classroom space. There may be additional charges for required services to the entire facility, such as custodial services, sewer charges, and gas, water and electricity. These terms and rates would be part of a final Facility Use Agreement.

The charter school will be charged, at the actual cost, for any extra or extended services provided by OUSD to the charter school. The charter school will be responsible for acquiring its own basic and long distance telephone service and Internet connectivity. The charter school will not be part of the district's e-mail network or its '879-xxxx' telephone system. This access would be separately acquired by the charter school after consulting with OUSD facility staff regarding its installation at the site.

The annual pro rata share amount that the charter school will pay for this space will be \$39,491.

The payment schedule for the pro rata share amount, which takes into account the timing of revenues from the state and from local property taxes, is as follows:

- 18% by August 15 or prior to occupancy, whichever is earlier;
- 8% by the 15<sup>th</sup> of September, October, November, December, and January,
- 14% by February 15; and
- 7% by the 15<sup>th</sup> of, March, April, May and June.

## **RESPONSE**

The charter school must notify the school district in writing whether or not it intends to occupy the offered space. This notification must occur by 4:30 p.m., Monday, June 2, 2008 which is 30 days after the school district notification. The charter school's notification can be withdrawn or modified before this deadline as the school district and charter school negotiate terms of the Facility Use Agreement. After the deadline, if the charter school has notified the school district that it intends to occupy the offered space, the charter school is committed to paying the pro rata share amount as identified. If the charter school does not notify the school district by this deadline that it intends to occupy the offered space, then the space shall remain available for school district programs and the charter school shall not be entitled to use facilities of the school district in 2008-2009.

Respond to this Final Offer by fax, mail, or personal delivery to be received by 4:30 p.m.,  
Monday, June 2, 2008 at the following address:

Oakland Unified School District  
Office of Charter Schools, Room 206  
Attention: David Montes de Oca

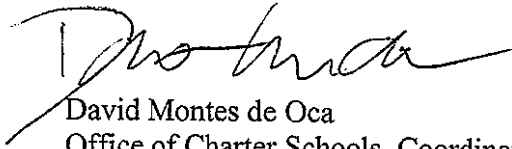
MAIL or DELIVERY:  
1025 Second Avenue Rm. 206  
Oakland, CA 94606-2212

FAX  
510-879-1844

**Please do not contact the principal currently operating at the site.** Contact the Charter Schools Office to schedule meeting with the host school's principal and discussing the co-location terms and conditions that would apply to the specific district site offered. These specific terms and conditions will be included in the Facility Use Agreement.

If you would like to schedule another viewing the site or if you have any questions, please contact me at [David.Montes@ousd.k12.ca.us](mailto:David.Montes@ousd.k12.ca.us).

Sincerely,



David Montes de Oca  
Office of Charter Schools, Coordinator

Cc: Deborah A. Cooksey, OUSD General Counsel  
Cate Boskoff, OUSD General Counsel  
Allison McDonald, Executive Officer  
Tadashi Nakadegawa, Director of Facilities Management  
Allison Sands, School Portfolio Management  
Kirsten Vital, Chief of Community Accountability  
Vincent Matthews, State Administrator

Enclosure

## EXHIBIT C

### Fees, Allocation, and Payment Schedule

**Table I: Annual Proposition 39 Fee  
Bay Area Technology School**

<b>Proposition 39 Fee</b>	<b>2008-2009</b>
Total Square Footage Charged*	14,572
Annual Rate per Square Foot	\$2.71
Total Agreement Fee	\$39,491
Dedicated Classrooms	12

\*Represents the percent of total classrooms within the entire Carter Campus allocated to the Charter School-commensurate with the total square footage of the facility (52% of 27,930 SF)

#### **Payment Schedule**

- 25% by October 1;
- 25% by December 1;
- 25% by April 1;
- 25% by July 1

#### **Classroom/Administrative Space Allocation**

The following classrooms will serve as Dedicated Space for Bay Area Technology School through the duration of this Facility Use Agreement.

- SPED Portable
- P-2
- P-3
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- Faculty Dining Room

#### **Associated Costs Incurred by Charter School**

- Custodial services (see Section 3)

- School Security Officer services (see Section 3)
- Utilities (see Section 9)
- Routine Maintenance (see Section 10)
- Damage (see Sections 12, 18)
- Site-specific costs (see Section 8(H))
- Site-specific non-school specific costs (see Section 8(I))