

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Superintendent

June 13, 2012

Legislative File

File ID No.: 12-1575

Introduction Date: 06-13-2012

Enactment No.: 12-1618

Enactment Date: 6-13-12

TO: Board of Education

FROM: Dr. Anthony Smith, Superintendent
Timothy E. White, Assistant Superintendent of Facilities Planning and Management,
Building & Grounds, and Custodial Services

SUBJECT: Amendment to Letter of Agreement for Use of District Facilities
by Aspire Public Schools – Berkley Maynard Academy

ACTION REQUESTED:

Approve the proposed First Amendment to Letter of Agreement by and between Oakland Unified School District and Aspire Public Schools – Berkley Maynard Academy in order to, among other things, extend the term of the agreement for an additional five years (through June 30, 2017) and to incorporate additional provisions required by District policies and/or applicable California laws and regulations.

SUMMARY:

The District and Aspire Public Schools entered into a Letter of Agreement (“Agreement”) dated July 1, 2007, for the use of the real property located at 6200 San Pablo Avenue, Oakland, California (Golden Gate campus). That agreement contains an option to renew the agreement for one five (5) year renewal term, under the same conditions as the initial term, with a 5% increase in the facility fee. Aspire Public Schools has exercised its option to renew and the proposed first amendment effectuates the renewal, with substitution of a new schedule reflecting the increased base contract fee and re-calculated debt relief payment.

BACKGROUND:

On September 26, 2007, the State Administrator approved Letters of Agreement for use of OUSD facilities for seven (7) charter schools operating within the District. Among those agreements was an agreement for use of OUSD’s Golden Gate campus by Aspire Public School’s Berkley Maynard Academy and California College Preparatory Academy charter

schools. (Aspire's California College Preparatory Academy has since relocated.) The term of the agreement was for five (5) years effective July 1, 2007.

Included in the approved Letter of Agreement for Aspire Public Schools is a clause providing an option to renew for one (1) additional five (5) year term, which reads as follows:

Aspire shall have the right to renew this Agreement for one (1) five (5) year renewal term. To exercise this option Aspire shall provide written notice to OUSD no later than the expiration of the term of the Agreement. Unless agreed otherwise, the renewed term shall be under the same conditions as the initial term, except, that in the absence of a mutually agreeable facilities fee increase, OUSD shall be allowed to increase the facilities fee by five percent (5%) over the fee paid by EFC in the fiscal year prior to the renewal term. The parties may negotiate new terms in good faith after the initial five year term of the LOA and the one 5-year renewal term.

Aspire Public Schools has duly exercised its option for an extension of the term of the facility agreement. The proposed amendment documents the extension and substitutes a new fee schedule consistent with the terms of the agreement.

RECOMMENDATION:

Staff recommends approval of the First Amendment to Letter of Agreement by and between Oakland Unified School District and Aspire Public Schools – Berkley Maynard Academy.

**FIRST AMENDMENT TO
LETTER OF AGREEMENT BY AND BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND ASPIRE PUBLIC SCHOOLS –
BERKLEY MAYNARD ACADEMY**

This **First Amendment To Letter of Agreement** ("Amendment") is made and entered into June 13, 2012, between **Oakland Unified School District**, a public school district of the State of California ("District") and **Aspire Public Schools – Berkley Maynard Academy**, ("Charter School").

RECITALS

A. District and Charter School entered into a Letter Agreement ("Agreement") dated July 1, 2007, for the Charter School's use of the real property located at 6200 San Pablo Avenue, Oakland California 94608 ("Premises").

B. District and Charter School intend to amend the Agreement to, among other things, extend the term of the Agreement, and to incorporate additional provisions required by District policies and/or applicable California laws and regulations, subject to the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, District and Charter School agree as follows:

1. **Extension of Term.** District and Charter School hereby agree to renew the term of the Agreement for an additional five (5) year term, commencing July 1, 2012, and expiring June 30, 2017 ("Extended Term"), subject to all the terms and conditions of the Agreement as hereby amended.

2. **Components of Annual Fees.** During the Extended Term, Charter School shall pay District an annual Contract Fee for the use of facilities and certain overarching services provided by District. The annual Contract Fee for the Extended Term is attached hereto as Table 1.

3. **Board Approval.** In accordance with Education Code Section 17604, this Amendment is not valid or an enforceable obligation against the District until approved or ratified by motion of the governing board duly passed and adopted.

4. **Amendments to Agreement.**

a. Paragraph VIII. Option to Renew Term in the Agreement is hereby deleted in its entirety.

b. Table 1- OUSD Annual Fees attached to the Agreement is hereby deleted in its entirety and replaced.

5. **Miscellaneous.** This Amendment may be executed in any number of counterparts all of which when taken together shall constitute one and the same document. Except as expressly modified by this Amendment, all other terms and provisions of the Agreement are in full force and effect. In the event of any inconsistency between the terms of this Amendment and the Agreement, the terms of this Amendment shall govern and control. This Amendment shall be governed and construed in accordance with the laws of the State of California.

The parties hereto have executed this Amendment as of the date set forth above.


The parties hereto have executed this Amendment as of the date set forth above.

OAKLAND UNIFIED SCHOOL DISTRICT



Jody London, President, Board of Education

6/14/12
Date



Edgar Rakestraw, Jr., Secretary, Board of Education

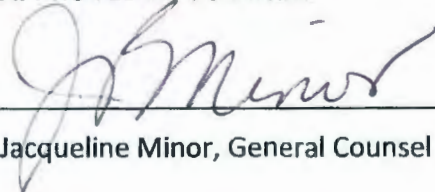
6/14/12
Date

ASPIRE PUBLIC SCHOOLS – BERKLEY MAYNARD ACADEMY

By:
Its: _____

Date

APPROVED AS TO FORM:



Jacqueline Minor, General Counsel

7/6/12
Date

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By: JJ

OUSD or the District verifies that the Contractor does not appear on the Excluded Parties List at www.epls.gov/eplsearch.do.

The parties hereto have executed this Amendment as of the date set forth above.

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OAKLAND UNIFIED SCHOOL DISTRICT


Jody London, President, Board of Education

Date

Edgar Rakestraw, Jr., Secretary, Board of Education

Date

ASPIRE PUBLIC SCHOOLS – BERKLEY MAYNARD ACADEMY



By: WAYNE HERTY
Its: CEO/COO

6/12/12
Date

APPROVED AS TO FORM:

Jacqueline Minor, General Counsel

Date

Table 1 – OUSD Annual Fees
Aspire Public Schools – Berkley Maynard Academy
6200 San Pablo Avenue, Oakland California 94608

	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
<i>Components of Annual Fees</i>					
Square Footage	58,219	58,219	58,219	58,219	58,219
Annual Rate per Square Foot	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05
Total Base Contract Fee	\$61,129.95	\$61,129.95	\$61,129.95	\$61,129.95	\$61,129.95
Enrollment in Space¹	570	570	570	570	570
Debt Relief Payment per ADA	\$165.65	\$165.65	\$165.65	\$165.65	\$165.65
Total Debt Relief Payments	\$94,420.50	\$94,420.50	\$94,420.50	\$94,420.50	\$94,420.50
TOTAL ANNUAL FEE	\$155,550.45	\$155,550.45	\$155,550.45	\$155,550.45	\$155,550.45

¹Estimates; actual figures to be adjusted per section IV.A.3.
Revised May 2012