



March 6, 2015

**Letter of Intent to Enter Into In Lieu of Proposition 39 Joint Use Agreement with Bay Area Technology Charter School**

The Oakland Unified School District (the "District") affirms its intent to enter into In Lieu of Proposition 39 Joint Use Agreement with Bay Area Technology Charter School ("BayTech"), at the King Estates Campus, co-located with Rudsdale Continuation High School at 8251 Fontaine Street, Oakland, CA 94605 to commence July 1, 2015. By entering into this Joint Use Agreement, BayTech waives any rights under Proposition 39 (Education Code Section 47614, as amended) for the term of this Agreement

The Parties, in entering into this Letter of Intent, agree as follows:

1. **Condition of Premises.**

- a. The Premises are leased to BayTech on an "AS IS" basis. District shall not be required to make or construct any alterations including structural changes, additions or improvements to the Premises. By entry and taking possession of the Premises pursuant to this Agreement, BayTech accepts the Premises in "AS IS" condition.
- b. BayTech acknowledges that neither District nor District's agents have made any representation or warranty as to the suitability of the Premises for BayTech's Activities.

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

3. **Premises:** See Attachment A (Attachment B to the February 1, 2015 Preliminary Prop 39 Offer for the 2015-16 school year.)

4. **Use:** Public Charter School

5. **Agreement Term:** The Term shall be three (3) years, for the period from July 1, 2015 to June 30, 2018, with an option to renew for one additional five (5) year term at BayTech's option, subject to earlier termination if BayTech's program ceases to operate after a revocation, nonrenewal or surrender of the charter to the granting agency, and all appeals have been exhausted. If the Parties wish to renew this Agreement after expiration of the option term, this can only be done by a separate writing executed by the Parties that complies with Education Code section 17534(b) (which requires capital outlay improvements by BayTech to exceed the term beyond five (5) years)

6. **Agreement Commencement: July 1, 2015**

7. **Facility Use Fee:** For 2015-16, 2016-17 and 2017-18, the fee shall be \$3.80 per square foot, based upon 24,292 square feet or a total \$92,309. If BayTech exercises the option to extend the term an additional five years, during the five year option period the rate shall be the 2018-19 Prop 39 or equivalent rate.

8. **Other Services**

BayTech may self-procure additional security services. BayTech shall use District Nutrition Services program.

9. **Payment Schedule:** Each year's rent shall be paid in four installments: 25% by October 1, 25% by December 1, 25% by April 1, and 25% by July 1.

10. **Custodial Services:** Custodial services will be provided by OUSD.

11. **Utilities:** Utility charges are not included in the Facility Use Fee. BayTech shall pay its pro rata share of for all utilities charges. For purposes of this Agreement, utilities include water, irrigation, gas, electricity, telephone, security and fire alarm monitoring, data and communication lines and service, trash pick-up, and sewage fees.

12. **Tenant Improvements:** BayTech has identified certain improvements or upgrades that are needed for its computer server and in Rooms 304, 305, 308, 310, the office and the space between Rooms 308 and 310. The Parties agree that BayTech may undertake the work necessary and the cost of those improvements necessary to make the Premises useable may be deducted from the Facility Use Fee, which amount may not exceed an amount agreed to by the Parties prior to the execution of the final Agreement. BayTech shall coordinate the computer work with the District's Technology Department and the other improvements with the District's Building and Grounds Division.

- a) All improvement work shall be done by BayTech with licensed contractors, selected by BayTech and/or by supervised by licensed contractors. Under all circumstances, BayTech must seek and receive approval from the Division of the State Architect for all of BayTech Improvements, to the extent such approval is required by law.
- b) All construction must meet code requirements, including fire
- c) Final District sign off before occupancy by students

13. **Maintenance and Repairs during the Term of the Agreement**

As provided in Section 16 of the February 1, 2015 Preliminary Prop 39 Offer.

14. **Indemnification and Insurance**

As provided in Sections 21 and 22 of the February 1, 2015 Preliminary Prop 39 Offer.

15. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary**

**Exclusion:** The District certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or CONTRACTOR according to Federal Acquisition Regulation Subpart 9.4, and by signing this

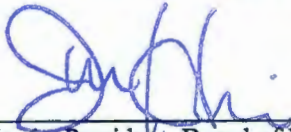
contract, verifies that this vendor does not appear on the Excluded Parties List.  
<https://www.sam.gov/portal/public/SAM>

**16. Final Agreement**

The Parties agree that the final Agreement shall be submitted for approval by the OUSD Board of Education at its meeting on March 11, 2015.

**17. No Assignment or Subletting.** BayTech shall not have the right, voluntarily or involuntarily, to assign, license, transfer or encumber this Agreement or sublet all or part of the Premises without District's consent. Any purported transfer shall be void and shall, at District's election constitute a default. No consent to transfer shall constitute a waiver of the provisions of this Section.

**OAKLAND UNIFIED SCHOOL DISTRICT**



James Harris, President, Board of Education



Antwan Wilson, Superintendent & Secretary, Board of Education

APPROVED AS TO FORM:

Jacqueline Minor, General Counsel

**CHARTER SCHOOL**

By:   
Hayri Hatipoglu, M.A.Ed.

Title: Principal

File ID Number: 15-0326  
Introduction Date: 3/11/15  
Enactment Number: 15-0326  
Enactment Date: 3/11/15  
By: OA