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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Memo

To Board of Education

From Dr. Silke Bradford, Director – Quality Diverse Providers
 David Montes de Oca - Deputy Chief
 Marion McWilliams - General Counsel

Board Meeting Date May 24, 2017

Subject **Approval of Rehabilitation Agreements as it Relates to Charter Schools' Applications for State Funding to Rehabilitate Existing District School Site Facilities**

Action Requested Adoption by the Board of Education of Rehabilitation Agreements with Twelve Charter Schools to enable Charter Schools to apply for California School Facility Program funds to rehabilitate District facilities.

Background and Discussion The passage of Propositions 47, 55 ID and 51 have made \$1.4 billion available to charter schools for the construction of new facilities or rehabilitation of existing school district facilities through the state-funded California School Facility Program ("CSFP"), which is jointly administered by the California School Finance Authority and the Office of Public School Construction. The District has received notice from twelve charter schools of their desire to submit applications for CSFP funds to rehabilitate District school sites already housing the respective charter schools.

Under Education Code section 17078.62(a), if funds are awarded, as a first priority, the existing charter school shall be permitted to use the facility until the charter school no longer needs it for charter school purposes. If the charter school applicant receiving funding is no longer occupying the facility built or rehabilitated under this program, the Education Code establishes as second priority that any qualifying successor charter school may occupy the facility on equal terms as those of the prior charter school occupant.

The charter school would receive a 50% loan from the California State Finance authority for the project, and would be responsible for paying the remaining 50%. The District would hold title to the rehabilitated project in trust for the State.



If the charter school or successor charter school does not take possession of the site, the District can possession as long as it assumes the loan payments, unless it receives a waiver.

The following proposed Rehabilitation Projects are being applied for by local charter schools:

Legistar No.	CHARTER SCHOOL	SITE FOR REHABILITATION
17-1213	Lodestar – Lighthouse Community Schools	King Estates Campus 8251 Fontaine Street
17-1214	East Bay Innovation Academy	Marshall Campus 3400 Malcolm Avenue
17-1215	Cox Academy	E. Morris Cox Campus 9860 Sunnyside Street
17-1216	Urban Montessori	Sherman Campus 5328 Brann Street
17-1217	KIPP Bridge	Lafayette Campus 1700 Market Street
17-1218	Aspire-Berkley Maynard Academy	Golden Gate Campus 6200 San Pablo Avenue
17-1219	Roses in Concrete	John Swett Campus 4551 Steele Street
17-1220	Leadership Public Schools	Castlemont Campus 8601 MacArthur Boulevard
17-1221	Yu Ming	6232 Herzog Street
17-1222	Achieve Academy	Hawthorne Campus 1700 28 th Avenue
17-1223	Learning Without Limits	Jefferson Campus 2035 40 th Avenue
17-1224	Education for Change- Lazaer Academy	Lazaer Site 824 29 th Avenue

Recommendation

Approval by the Board of Education of Rehabilitation Agreements in accordance with applicable law.

Fiscal Impact

N/A.

Attachments

- Rehabilitation Agreements

AGREEMENT FOR THE REHABILITATION OF HAWTHORNE CAMPUS

This Agreement is made by and between Oakland Unified School District, a district duly formed and existing under the law of the State of California ("District") and Education for Change, a California non-profit public benefit corporation that operates Achieve Academy ("Charter School"), that formed and approved by the District Board of Education under the laws of the Charter School Act of 1992 (Education Code section 47600 et seq.) (the "Act").

RECITALS

WHEREAS, the Charter School Facilities Program, California Education Code section 17078.52 et seq. ("CSFP") provides funding to charter schools for permanent school facilities;

WHEREAS, the passage of Propositions 47, 55 ID and 51 have made \$1.4 billion available to charter schools for the construction of new facilities or rehabilitation of existing school district facilities through the state-funded California School Facility Program ("CSFP"), which is jointly administered by the California School Finance Authority and the Office of Public School Construction;

WHEREAS, the District is the title holder and owner of the property located at 1700 28th Ave, Oakland, CA 94601, formerly known as the Hawthorne Campus, in the City of Oakland, County of Alameda;

WHEREAS, Charter School notified the District of its desire to submit an application for CSFP funds to rehabilitate 1700 28th Ave, Oakland, CA 94601, which is currently used by Education for Change to accommodate Charter School, as permitted by its charter petition and its facilities use agreement. Specifically, Charter School desires to rehabilitate the Hawthorne Campus as set forth in Exhibit A.

WHEREAS, if Charter School's application is approved, the preliminary benchmarks/timeline for the project is as follows:

- CSFP applications were due to the District on May 5, 2017
- Submission to OPSC due by June 5, 2017
- Office of Public School Construction ("OPSC") staff to review applications for completeness and additional information if needed, beginning June 5, 2017
- CSFA to review for financial soundness, beginning June 5, 2017
- OPSC to issue 15-day letter
- State Allocation Board Approval of preliminary apportionments
- Charter School has 4 years, with one year extension available to obtain DSA, CDE, DTSC, and CEQA approvals
- Charter must submit full funding application for construction apportionment

WHEREAS, pursuant to Section 1859.163.4, Title 2, Division 2, Chapter 3, Subchapter 4, Subgroup 3.5 of the California Code of Regulations, a charter school applying to the CSFP on its own behalf must submit an agreement between the school district and the charter school for the use of facilities to be rehabilitated. The agreement must have been discussed and approved by the Board of Education at a noticed, public board meeting;

NOW THEREFORE, for the covenants and other good consideration had and received, the Parties hereto agree as follows:

1. Charter School represents it will submit to the State of California ("State") Office of Public School Construction an application requesting CSFP funding for rehabilitation of the site formerly known as the Hawthorne Campus. Charter School further acknowledges and agrees that Charter School is responsible for the required match, which is equal to the entitlement awarded.
2. Subject to prior District approval of design and construction plans and Department of State Architect approval of the same if applicable, the District agrees with, grants permission for, and approves of the rehabilitation of the Marshall Site that is contemplated by this Agreement and for which Charter School intends to submit an application to the State to request CSFP funding, and approves Charter School's submission of its application to the State to request CSFP funding for the purposes outlined herein.
3. Waiver. The waiver by the District and/or Charter School of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.
4. No Assignment. Charter School shall not assign any of its rights or delegate any of its obligations under this Agreement to any individual or entity without the prior written consent of the District, which consent may be given or withheld in the District's discretion.
5. Prior Agreements. This Agreement contains all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest. This Agreement shall not be effective or binding on any party until fully executed by both Parties hereto. Nothing in this Agreement shall supersede or modify the Charter or any MOU between the Parties.
6. Severability. Any provision of this Agreement that proves to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provision shall remain in full force and effect.

7. Choice of Law. This Agreement is subject to the laws and jurisdiction of the State of California. In the event that any court action should be brought in conjunction with this Agreement, it shall be subject to interpretation under the laws of the State of California.
8. Notices. All notices and demands that may be or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the District to Charter School shall be either hand-delivered with signed proof of receipt or sent by United States Mail, postage prepaid, addressed to Charter School at the Premises, and to the address herein below, or to such other place as Charter School may from time to time designate in a notice to the District. All notices and demands by Charter School to the District shall be either hand-delivered with signed proof of receipt or sent by United States Mail, postage prepaid, addressed to the District at the address set forth herein, and to such other person or place as the District may from time to time designate in a notice to Charter School.

To District at:

Office of Charter Schools
Dr. Silke Bradford, Director
Oakland Unified School District
1000 Broadway, Ste 640
Oakland, California 94607

To Charter School at:

Richard McNeel
Director of Revenue and Acquisitions
Achieve Academy
3265 Logan Street
Oakland, CA 94601

Achieve Academy

By: _____

Name: _____

Title: _____

Oakland Unified School District



By: _____

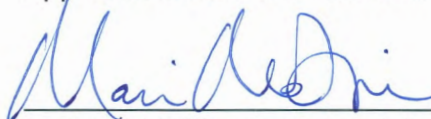
James Harris
President, Board of Education



By: _____

Dr. Devin Dillon
Interim Superintendent and
Secretary to Board of Education

Approved as to Form and Content



Marion McWilliams, General Counsel

EXHIBIT A

Subject: Achieve Academy Prop 51 Rehabilitation Proposal (Provided by Charter School)

Achieve Academy's Prop 51 rehabilitation proposal located on the Hawthorne Campus at 1700 28th Avenue, Oakland, 94601 consists of rehabilitating all 11 classrooms in Building A totaling 26,925 regular square feet and 1,115 square feet of bathroom space.

Also, rehabilitating all 13 classrooms in Modular Z consisting of 11,767 normal square feet and 542 square feet of toilet space. Additionally, we are proposing to rehabilitate portables P4, P5, P6, P7 and P8 (each 782 square feet totaling 3,910 regular square feet).

Also portable P9 is proposed for rehabilitation consisting of 300 square feet of toilet space.

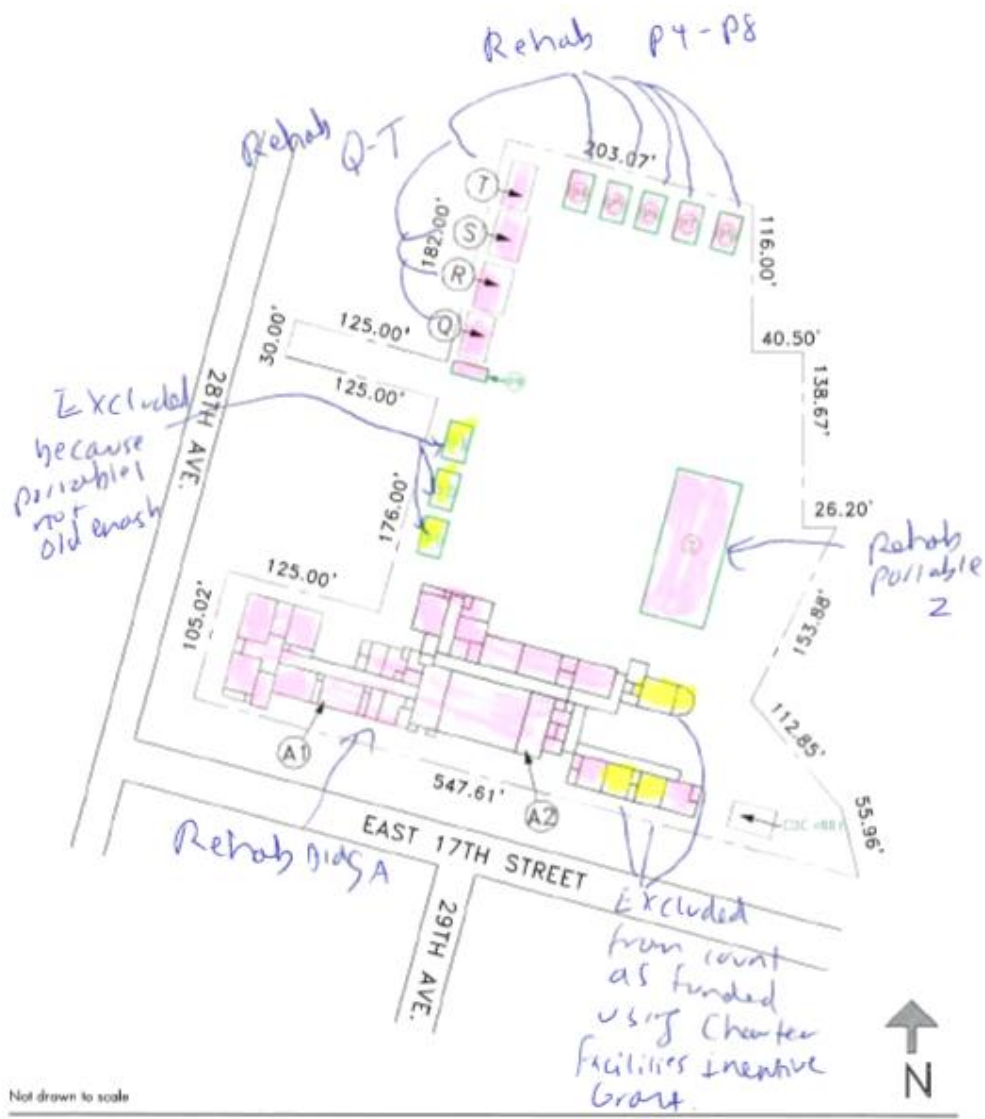
Finally Portables Q (781 square feet), R (864 square feet), S (864 Square feet) and T (713 square feet) are also proposed for rehabilitation.

In total, this will represent 45,824 normal square feet and 1,957 toilet square feet.

We estimate the scope of the project to be approximately \$11 MM. We are proposing to rehabilitate all locations in the existing space to cut down on site work cost requirements.

Please note: This site did not receive Prop 1D funding.

Please also note: Achieve did receive a Charter Facilities Incentive Grant and these rooms are excluded from the building A total count.



124 - Hawthorne Elementary School - Site Plan

1700 28th Avenue - Oakland, CA 94601-2455