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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Jacqueline Minor, General Counsel

Board Meeting Date April 25, 2012

Subject **Facilities and Operations Agreement By and Between The Oakland Unified School District and Education For Change on behalf of Lazear Charter School**

Action **Action by the Board on the Facilities and Operations Agreement By and Between The Oakland Unified School District and Education For Change on behalf of Lazear Charter School**

Background At the meeting of the Board of Education on April 4, 2012, the Board directed the Superintendent and General Counsel to submit to the Board for action at the April 25, 2012 meeting an agreement between the District and EFC for Lazear that is substantially similar to the agreement approved by the Board on March 14, 2012 between the District and EFC and Ascend and Learning Without Limits (LWL).

Discussion At the direction of the Board of Education, this Agreement with EFC on behalf of Lazear is substantially similar to the Agreement with EFC, ASCEND and LWL. This Agreement includes the use of the Lazear facility, which will continue to be maintained by District employed Custodians and the District's Building and Grounds Department; access to data systems, professional development, new teacher support; use the District's nutrition services and technology support. Lazear will contribute its pro rata share to the payment of the State Emergency Loan. The Agreement also gives District employees, both classified and certificated, who elect to transfer to Lazear a two year leave of absence.

Fiscal Impact Revenues to the District in the amount of \$309,922.00 per year

Attachment Facilities and Operations Agreement By and Between The Oakland Unified School District and Education For Change on behalf of Lazear Charter School

FACILITIES AND OPERATIONS AGREEMENT
BY AND BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT
AND
EDUCATION FOR CHANGE ON BEHALF OF
LAZEAR ELEMENTARY SCHOOL

**FACILITIES AND OPERATIONS AGREEMENT
BY AND BETWEEN
THE OAKLAND UNIFIED SCHOOL DISTRICT
AND
EDUCATION FOR CHANGE, ON BEHALF OF LAZEAR ELEMENTARY SCHOOL**

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**FACILITIES AND OPERATIONS AGREEMENT
BY AND BETWEEN
THE OAKLAND UNIFIED SCHOOL DISTRICT AND
EDUCATION FOR CHANGE ON BEHALF OF
LAZEAR ELEMENTARY SCHOOL**

THIS AGREEMENT ("Agreement") is effective on April 25, 2012 and is entered into by and between the Oakland Unified School District, a unified public school district organized and existing under the laws of the State of California (the "District") and EDUCATION FOR CHANGE ("EFC"), a non-profit public benefit corporation, Charter Management Organization, which operates charter public schools in Oakland, California. This Agreement is conditioned upon the approval by the District Board of Education of the charter petition submitted by EFC on behalf of LAZEAR ELEMENTARY SCHOOL ("LAZEAR") on January 25, 2012. After June 30, 2012, all references to LAZEAR shall refer to LAZEAR Charter Academy. The District, LAZEAR and EFC are collectively referred to as "the Parties."

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, the Parties agree as follows:

ARTICLE 1 - FACILITIES PROVISIONS

Section 1.1. Use of Dedicated Space.

The District agrees to allow LAZEAR use of the following Dedicated Space:

LAZEAR Elementary School
824 29th Avenue
Oakland, CA 94601
Square Footage 29,093

for the sole purpose of operating LAZEAR educational programs in accordance with LAZEAR's charter. LAZEAR's right to use the Dedicated Space shall commence on July 1, 2012. Upon the termination of this Agreement, the right to 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. 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 use.

Although LAZEAR shall have the use of the Dedicated Space, District with the prior consent of LAZEAR, may agree to make the Dedicated Space available to members of the community in accordance with the provisions of the Civic Center Act (Education Code section 38131, *et seq.*) If EFC, LAZEAR authorizes access to the Dedicated Space pursuant to the Civic Center Act, EFC assumes the risk of loss or damage to property as a result of such access.

For purposes of compliance with the Civil Center Act with respect to the Dedicated Space only, the governing body of EFC 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.

Section 1.2. Facility & Amenities – Occupancy & Use.

FURNISHINGS AND EQUIPMENT: At the time of the execution of this Agreement, LAEZER and EFC agree that the furnishings and equipment located at the Dedicated Space are owned by the District. The Parties shall, in cooperation, prepare a complete inventory of all furnishings and equipment at the Dedicated Space at the time this Agreement is executed.

Thereafter, EFC shall inventory all such property at the site on an annual basis and provide an inventory list to the District within thirty (30) days setting forth the property belonging to each party. The District may submit objections to the list within thirty (30) days of receipt of the list. The list shall be made available and maintained at LAZEAR and in the District Fiscal Services Department. All parties shall meet in good faith to resolve any disputes about the ownership of property in accordance with the dispute resolution provisions in this Agreement.

SECURITY: The Dedicated Space shall be wired to each Dedicated Space's alarm system. EFC shall be responsible for costs incurred due to false alarms and security breaches that are related to the Dedicated Space. LAZEAR shall operate a closed campus and cooperate with the District on security issues. LAZEAR may have a unique security code. If there is a fire at the property, LAZEAR and EFC shall immediately notify the District but no later than within one business day.

SCHOOL SAFETY OFFICER: If School Safety Officer services are to be provided to LAZEAR for the Dedicated Space, the District will be given the first opportunity to provide service. If the District deems it is unable to provide service, EFC may retain services from an external provider. EFC will be responsible for costs of on-site security staff, whether provided by the District or an external provider.

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

Section 1.3. Maintenance and Operations.

MAINTENANCE AND OPERATION DEFINED. Maintenance and Operations ("M&O") are broadly and generally defined as maintaining, repairing, and operating buildings (including the classrooms therein) and grounds efficiently on a regular basis, in a manner that promotes learning in a safe, clean, and healthy environment.

DISTRICT AND CHARTER SCHOOL RESPONSIBILITIES. The District and EFC shall be responsible for performing M&O on the Dedicated Space, including the Dedicated Space, to maintain a good, safe and sanitary condition, as described in the Charter School Facilities Guide attached hereto as Exhibit A. The District shall provide M&O services to the Dedicated Space consistent with the District's M&O standards and policies and shall provide these services at a service level similar to that provided to the District public schools. Costs of M&O services provided by the District are included in the fees and costs paid by EFC. If EFC requests any additional facilities-related services that are above and beyond the service level provided to District public schools, the actual costs of such services shall be billed to EFC; provided however, the District shall provide EFC in advance of commencement of such additional facilities-related services a good faith estimate of the costs and shall not commence such work until EFC provides the District with a written authorization to commence the work .

DEFERRED MAINTENANCE PLAN AND SERVICES. "Deferred Maintenance" shall mean facilities repair or replacement projects as described in Education Code section 17582(a) or additionally approved by the State Allocation Board; and further detailed by Office of Public School Construction Deferred Maintenance Program Handbook, as updated from time to time. Those projects include, but are not limited to, work necessary to restore or replace deteriorated or damaged building systems such as plumbing, heating, air conditioning, electrical, roofing, flooring, and wall systems. The exterior and interior painting of school buildings, asphalt paving, the inspection, sampling and analysis of building materials to determine the presence of asbestos-containing materials, the encapsulation or removal of asbestos-containing materials, the inspection, identification, sampling, and analysis of building materials to determine the presence of lead-containing materials, the control, management, and removal of lead-containing materials, or such other items as may be approved by the Board, to such condition that the school buildings may be effectively utilized for its designated purposes. The Parties acknowledge and agree that the District is responsible to deliver Deferred Maintenance to the Dedicated Space. The District acknowledges and agrees that it will carry out its responsibilities in a good and workmanlike manner by properly qualified and licensed personnel and in accordance with all applicable laws and District policies. The District further acknowledges and agrees that all work it is obligated will be timely commenced and diligently prosecuted through completion.

Section 1.4. Annual Application Process and Reimbursement.

EFC shall not be required to submit a Prop. 39 request on an annual basis during the term of this Agreement. Further, the over-allocation provisions of 5 C.C.R. Section 11969.8 shall not be applicable during the term of this Agreement; the District shall not collect a pro rata share for the facility as outlined in 5 CCR 11969.7.

Section 1.5. Modernization.

In the event that the District designates matching facilities funds for the facility and begins modernizing the facility, the Parties will meet to discuss the issue of modernization for the Dedicated Space and impact on the schools' occupancy.

Section 1.6. Utilities and Custodial Services.

Utilities. EFC shall be solely responsible for the cost of all utilities used or consumed on the Dedicated Space, including charges for electricity, natural gas, water, sewer, and waste disposal.

Custodial Services. EFC shall agree to the recommended level of custodial service identified by the District's Custodial Services Director; the recommended number of FTE, which includes custodial supplies, shall be comparable to that of other District school sites with the same or similar square footage. Throughout the term of this Agreement, unless subsequently modified, each site shall maintain the agreed number of custodians, who shall be District employees, and their salaries and benefits shall be reimbursed by EFC to the District. Substitutes for illness and other District Leave, such as vacation and personal leaves, and emergency cleaning shall be provided by the District but shall be paid for by EFC, provided however for the term of this Agreement the custodial costs are included in the payments set forth in Article 7 of this Agreement. EFC may supplement the custodial services provided by District custodians with parent volunteers, or with prior written approval of the District, a third party vendor, provided there is no reduction in the number of agreed upon custodians provided

by the District. Nothing in this section is intended to preclude LAZEAR from holding parent led Work Days whereby parent volunteers assist with clean up of the Dedicated Space.

Section 1.7. Installation of Improvements.

IMPROVEMENTS: During the Term of this Agreement, EFC may not make alterations, additions, or improvements to the Dedicated Space ("Improvements"), without the prior written consent of the District, and if required, the Division of the State Architect ("DSA"). EFC may submit a request to make Improvements to the Dedicated Space and the District agrees to act upon such a timely and complete request within thirty (30) days. If the District fails to provide a response within thirty (30) days, the request shall be deemed approved. 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 EFC 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. 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.

SIGNAGE: LAZEAR may install signage at the Dedicated Space including one sign at each school's main entrance stating the charter school name and that the school is an **OAKLAND UNIFIED SCHOOL DISTRICT PARTNER SCHOOL**, a sign indicating the main office of the Charter School, and other directional signs as appropriate. The signage shall not require any Improvement to the Dedicated Space in order to erect such signage. Such signage shall be in compliance with any District standards and LAZEAR's receipt of any applicable permits and approvals required under any municipal or other governmental laws, ordinances, rules or regulations; provided, that in the event of any conflict between the District's standards and any applicable municipal or governmental permit and/or approval, the terms and conditions of the municipal or governmental permit and/or approval shall prevail. LAZEAR may place additional signs on the property with prior District approval.

Section 1.8. Condition of Property.

EFC, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to their 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. EFC shall not be responsible for any and all environmental conditions that existed prior to their occupancy of the Dedicated Space. The District shall remain responsible for compliance with all laws, including but not limited to, 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. EFC shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvement made by EFC.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Dedicated Space due to LAZEAR use and occupancy thereof, EFC 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 1.9. 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 1.10. Access.

The District and its authorized representatives shall have the right, after forty-eight (48) hours prior written notice to EFC, to enter the Dedicated Space during normal business hours for the purpose of inspection and audit ("Inspection"); or to perform Deferred Maintenance in or on the Dedicated Space. Nothing in this section shall prevent the District from entering the Dedicated Space to address an emergency nor shall this provision restrict the District's authority to enter the Dedicated Space without advanced notice to perform its general oversight responsibilities under the terms of charter and applicable law. An "emergency" shall be defined to include circumstances that risk the health and safety of students, personnel or other persons on the Dedicated Space, or circumstances that risk further imminent damage or destruction to the facilities or property located at the Dedicated Space, or otherwise jeopardizes the operation of the Dedicated Space including, but not limited to, the safety and sanitary condition of the Dedicated Space.

Section 1.11. Surrender of Dedicated Space.

Upon the termination date or other termination of this Agreement, EFC shall peaceably quit and surrender to the District the Dedicated Space together with the Improvements and all alterations approved by the District in good order and condition, except for normal wear and tear, or for any portion of the Dedicated Space condemned and any damage and destruction for which EFC is not responsible hereunder.

Section 1.12. Holding Over.

EFC shall surrender possession immediately upon the expiration of the term or earlier termination of this Agreement. EFC will not be permitted to hold over possession of the Sites after such expiration or earlier termination of the Term without the express written consent of the District, which consent the District may withhold in its sole and absolute discretion. Subject to the Dispute Resolution provision in Section 6.4 below, any holdover by EFC shall constitute a breach of this Agreement entitling the District to pursue any and all remedies available at law and in equity, including without limitation consequential damages resulting therefrom. During any hold over period, EFC shall: (i) not occupy and use the premises during the hold over period except to remove its personal property and Alterations as it has coordinated with District; and (ii) authorize District to charge EFC \$100 per day (or any portion thereof) on the sixth day of the hold over and said per day rate shall increase by 100% for each 15 day period thereafter.

Section 1.13. Liens.

EFC shall not suffer or permit any liens to stand against the Dedicated Space, or any part thereof, by reason of any work, labor, services or materials done, supplied, or claimed to have been done or supplied. If as a result of work performed by or under the direction of EFC any such lien shall at any time be filed against the Dedicated Space, EFC shall provide written notice thereof to the District as soon as notice of such lien or action comes to its knowledge. EFC shall cause the lien or action to be discharged of record within thirty (30) days after the date of the filing of same, either by payment, deposit or bond, unless a bond therefore is already in effect. Nothing in this Agreement shall be construed as consent or agreement by the District to subject its estate in the Site or any estate that may be construed, in favor of either

charter school under this agreement to liability under any mechanics' lien law or to any contractor or laborer for work performed.

If any such liens are not so discharged within thirty (30) days after the date of the filing of the same, the District, without waiving its rights and remedies based on such breach by EFC whose dealings gave rise to the lien and without releasing EFC from any of its obligations, cause such liens to be released by any reasonable means, including payment in satisfaction of the claim giving rise to such lien. The District's rights under this Section 1.13 are not subject to the Dispute Resolution provision of this Agreement.

Section 1.14. Damage and Destruction.

NOTICE TO THE DISTRICT. EFC shall provide written notice to the District immediately of any casualty that wholly or partially damages or destroys LAZEAR Dedicated Space.

(1) If the Parties mutually determine that all or substantially all of the Dedicated Space are inaccessible or unusable by LAZEAR in a safe manner, then the parties may mutually agree to terminate Article 1 of this Agreement.

(2) If the Parties mutually determine that EFC can safely continue its educational program, EFC may elect to continue Article 1 of this Agreement in effect subject to adjustments in the fees.

(3) Upon mutual agreement between the parties, EFC may elect to pay the District for the full estimated cost and expense to repair such damage or destruction, or pay in accordance with a structured payment schedule agreed to by the District. If EFC exercises such option, this Article 1 of this Agreement shall continue in full force and effect subject to adjustments in the fees.

(4) If Article 1 of this Agreement is terminated as provided above, the District shall house LAZEAR's entire program in a single facility for the remainder of the school year. If the District cannot provide LAZEAR with a single facility, the District shall provide sufficient classrooms to house LAZEAR entire program across multiple facilities or by temporary use of DSA compliant modular classrooms, as permitted by law, either on the Dedicated Space or at other District real property that the District deems appropriate; provided, that pursuant to Section 47614(b)(1) of the Education Code nothing herein shall obligate the District to expend unrestricted general fund revenues.

Section 1.15. Eminent Domain

TERMINATION OF ARTICLE 1 OF THIS AGREEMENT. Article 1 of this Agreement shall terminate if all of LAZEAR Dedicated Space is permanently taken under the power of eminent domain. If only a part of LAZEAR Dedicated Space is permanently taken under the power of eminent domain, the District or EFC may elect to terminate Article 1 of this Agreement as to the affected charter school by providing sixty (60) days' written notice to the other party. In the event of a permanent partial taking which does not result in termination of Article 1 of this Agreement, fees shall be proportionately reduced based on the portion of LAZEAR Dedicated Space rendered unusable, and the District shall restore LAZEAR Dedicated Space by constructing a demising wall deemed necessary by the District to separate LAZEAR Dedicated Space from the portion permanently taken. In the event the District terminates Article 1 of this Agreement pursuant to this Section, the District shall make best efforts to house LAZEAR's entire program in a contiguous facility for the remainder of the school year. If the District cannot house the entire program in a single contiguous facility, the District shall make best

efforts to provide LAZEAR with sufficient classrooms to house the entire program across multiple facilities or by use of temporary modular classrooms.

ALLOCATION OF CONDEMNATION AWARD. In the event of a permanent condemnation or taking of all or part of the Dedicated Space, the District shall be entitled to any and all awards which may be made in such taking or condemnation relating to all interests, including the fee title, to the Dedicated Space. Nothing contained in this Section 1.15 shall be deemed to give the District any interest in or to require LAZEAR or EFC to assign to the District any separate award as designated by the condemning authority made to LAZEAR or EFC for (i) the taking of LAZEAR or EFC's personal property, (ii) interruption of or damage to LAZEAR or EFC's business, or (iii) amounts attributable to LAZEAR or EFC's relocation expenses.

TEMPORARY TAKING. No temporary taking of LAZEAR Dedicated Space or any part of LAZEAR Dedicated Space under this Agreement shall terminate this Agreement or give LAZEAR and EFC any right to any abatement of any payments owed to the District pursuant to this Agreement, provided that such temporary taking does not continue for more than five (5) consecutive days or a total of five (5) non-consecutive days in any thirty (30) day period. Any award made by reason of such temporary taking shall belong entirely to the District, except as to compensation for (i) the temporary taking of personal property, (ii) interruption of or damage to LAZEAR or EFC's business, or (iii) amounts attributable to LAZEAR or EFC's temporary relocation expenses.

Section 1.16 Fingerprinting

EFC shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code Section 45125.1. In addition, the District shall be responsible for complying with all criminal background check laws for all employees or vendors that it directs to the Dedicated Spare for any work to be performed.

ARTICLE 2 - OPERATIONS PROVISIONS

Section 2.1. Student Assignment, Enrollment and Options.

LAZEAR shall participate as if a school of the District in student assignment, including but not limited to Options, student assignment, assignment lottery and recruitment, provided however, assignments to LAZEAR shall not exceed class size ratios as provided in its charter.

Section 2.2. Custodial Services.

See Article 1, Section 1.6 of this Agreement.

Section 2.3. English Learner Services.

The District shall coordinate with LAZEAR the initial English Language testing for English Language Learners. Students who enroll at LAZEAR shall complete a Home Language Survey at the time of enrollment. LAZEAR shall then fax the surveys to the District. After testing, the District shall upload the information into the District system and send the test results to LAZEAR.

Section 2.4. Nutrition Services and Farmers Markets.

EFC will request the District to provide food services for LAZEAR under the terms of the Food Service Agreement which is attached hereto as Exhibit B. The District shall retain state,

federal, and local revenue for food services provided to EFC. Further, the District shall provide food services for EFC during the extended school year (i.e., summer school). The District will provide at minimum breakfast, lunch, and after school snack at all schools. Additional services that can be provided include salad bar, fresh fruit and vegetable snack, supper, and produce markets based on existing facilities and programs.

Section 2.5. Certificated Substitutes.

EFC may request teacher substitutes through the District's electronic system called SmartFindExpress. Substitutes assigned to EFC schools through SmartFindExpress shall be employees or contractors of EFC and not the District and shall be paid at substitute rates established by EFC.

Section 2.6. Grants, Programs Sponsored by Third Parties.

The District, at its option, may support the grant and additional funding applications of LAZEAR. If the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of LAZEAR, which it may do in its sole discretion, the District will charge the maximum indirect costs as allowed under law or as specified by the specific funding source. Funds shall be allocated to EFC, on behalf of LAZEAR on a prorated basis related to the formula that generates the funds. For example, if funds are generated on a per eligible students basis, they shall be allocated to LAZEAR on a per eligible student basis minus the administration fee (i.e., indirect cost fee) charged by the District.

The Migrant Education Program, which is a part of the District's Transitional Students & Families Office and supports the transition and success of migrants students in the District will continue to be offered at LAZEAR and shall be open to all eligible students regardless of assigned public or charter school. EFC and LAZEAR agree to work cooperatively with the District to meet the program reporting requirements, including required reports to the Santa Clara County Office of Education.

Section 2.7. Beginning Teacher Support and Assessment (BTSA).

Lazear teachers may participate in the District's BTSA program subject to the terms and conditions of the Oakland BTSA Induction Program Charter School Fee document which is attached hereto as Exhibit C. The fees and costs set forth in Exhibit C may be modified from time to time during the term of this Agreement.

Section 2.8. Professional Learning Support Services.

LAZEAR and EFC, may at their option, participate in professional learning and development opportunities or events provided by the District. LAZEAR and EFC shall continue to obtain Full Option Science System ("FOSS") kits and live organism support. The cost of the initial system is included in this Agreement. Thereafter, the costs of damaged kits and replacement kits are estimated at \$150-250 per teacher.

Section 2.9. Family, Community Partnership Services.

The Parties shall meet and confer to determine the FCPS programs and services that may be available to EFC schools.

Section 2.10. Purchasing.

LAZEAR and EFC may access and order from the District E-Marketplace for custodial, office, and classroom supplies. These orders shall be delivered to LAZEAR and EFC directly. EFC shall be invoiced as provided in Article 7 of this Agreement for all purchases under this Section.

Section 2.11. Research, Assessment & Data (RAD).

All students attending LAZEAR shall be entered into the District's student information system (Aeries). LAZEAR and EFC shall have the responsibility to maintain all student information in the District's format.

The District shall obtain and utilize for record-keeping purposes the California School Information Services (CSIS) numbers for LAZEAR students. The Parties shall request a waiver from the State to allow the District to obtain CSIS numbers for LAZEAR students. State CST testing shall be conducted independently by EFC, but RAD shall create the "pre-ID file" for labeling of the tests from the District student information system. When test results are returned a copy of the scores shall be sent to RAD to be uploaded into the District system and LAZEAR student files. RAD shall then run California English Language Development Test (CELDT) pre ID labels for the students at from the District student information system. RAD shall then also run the R30 count for LAZEAR that is submitted to the State annually. RAD shall process and submit the Physical Fitness scores for LAZEAR students using each school's CDS Code. Further, RAD shall report student scores on the Edusoft^R system for analysis and review. LAZEAR and EFC may request Annual CELDT assessment services from RAD.

Section 2.12. Assessments.

Local

All District assessments administered in paper or electronic format will be available for LAZEAR. Paper assessments will be delivered to LAZEAR in accordance with predetermined District timelines.

State

All state mandated assessments will be sent to LAZEAR based on predetermined State and District timelines. All reports sent by the California Department of Education will be distributed to LAZEAR and EFC in accordance with predetermined state and district timelines.

Assessment Platform

Edusoft^R and reports specific to Edusoft^R will be accessible by LAZEAR and EFC. The District shall be responsible for uploading updated student files to Edusoft^R according to predetermined District timelines.

Data Reporting

All data reports currently created by the Data Support Team will be available for LAZEAR and EFC. Additional data requests may be available upon request at an additional fee.

Training

All State mandated training sessions will be available to LAZEAR and EFC.

Section 2.13. Student Records.

LAZEAR student information shall be entered into the District student information system (Aeries) when a student enrolls. Each student shall be assigned a student ID number as well as a CSIS student ID number. If the student is new, then LAZEAR shall create a cum folder for the student. If a student is transferring from a District school to LAZEAR shall send a request for

records to the student's former school. Either the former school or the District's Student Records Department shall send the records to LAZEAR office, as applicable. All student records shall to be maintained in accordance with applicable law. All immunization history, suspensions and retention information shall be entered into the District's student information system and also included in the student's cum record.

Should a student leave LAZEAR for a District school and the subsequent school requests the student's records, LAZEAR shall forward all records to that subsequent school. If a student leaves for another school district, LAZEAR shall send the student's records to the District's Student Records Department accompanied by the receiving school district's request.

At the end of each school year, LAZEAR shall scan and send all records electronically to the District's Student Records Department for students who have left during the school year but for whom the records have not been sent to a subsequent school or district.

Section 2.14. District Website.

EFC schools shall have links off of the District website as OUSD partner schools.

Section 2.15. Technology Support Services.

Authorized personnel of LAZEAR and EFC may access District applications pertaining to LAZEAR and EFC students and staff, including the Aeries student information system. LAZEAR and EFC shall observe District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records.

Section 2.16. Telecommunications.

The District shall provide data network service and local and long distance phone service for LAZEAR. For any problems with the service or special requests: LAZEAR and EFC shall prepare a work order and submit it to the appropriate District department.

Section 2.17. Leave of Absence.

Any current employee who transfers to LAZEAR from the District will be granted, upon request, a leave of absence, not to exceed two years from July 1, 2012 to June 30, 2014. If an employee desires to return to the District after one year, (effective for the 2013-14 school), the employee must notify the District's Human Resources Department no later than February 28, 2013. At the end of the two year leave of absence, the employee shall 1) return to the District or 2) resign from the District, effective June 30, 2014. If an employee desires to return to the District after the second year, the employee must notify the District's Human Resources Department no later than February 28, 2014.

The employees who were granted a leave of absence shall have the right to return to the District, regardless of the reason that such employee leaves LAZEAR **unless** the employee was terminated by EFC for a reason that would normally result in termination of the employee by the District. If an employee granted a leave of absence from the District returns to the District, such employee will be considered by the District to have been employed continuously by the District while employed by EFC at LAZEAR for purposes of calculating that employee's salary, tenure, or other District or state-wide benefits.

Section 2.18. Other Services.

Unless specified clearly in this Agreement as an obligation of the District, EFC shall be fully responsible for the operations of LAZEAR.

ARTICLE 3 - CONTRIBUTION TO PAYMENT OF DISTRICT EMERGENCY STATE LOAN

EFC on behalf of LAZEAR shall pay a prorated amount of the District's annual loan repayment. The prorated amount shall be determined by:

Dividing the annual payment made by the District by the number of pupils enrolled in the District combined with the number of District resident pupils enrolled in LAZEAR to derive a per pupil share of the annual loan payment; and then multiplying the per pupil share of the loan payment by the number of pupils who reside within the District and are enrolled in LAZEAR.

ARTICLE 4 - DISTRICT OVERSIGHT AND CHARTER RESPONSIBILITIES

Section 4.1. Oversight Obligations

District oversight obligations include, but are not necessarily limited to, the following:

a. Review and revision of this Agreement and any subsequent agreements to clarify and interpret the charter of LAZEAR and amendments thereto and the relationship between EFC and the District

b. Monitoring performance and compliance with the LAZEAR charter and with applicable laws, including, without limitation, by way of the following:

- Identifying at least one District staff member as a contact person for the charter school;

Visiting LAZEAR at least once per year;

- Ensuring that EFC submits, on behalf of LAZEAR, all reports and documents required of charter schools by law and this Agreement;

- Monitoring the fiscal condition of EFC and LAZEAR;

- Notifying the State of California upon the occurrence of any of the events described in Education Code section 47604.32(e).

c. Reasonable inquiries made pursuant to Education Code section 47604.3, including, but not limited to, inquiries regarding its financial records, from the District, the Alameda County Office of Education, or from the Superintendent of Public Instruction, to which LAZEAR and EFC shall promptly respond and regarding which LAZEAR and EFC shall consult with such agencies.

d. Any process conducted in compliance with Education Code section 47607(c) through (k), related to the issuance of a notice to remedy or other corrective notice related to EFC's operations, including document requests, hearings, notices, and investigations, and monitoring efforts to remedy operational problems identified by the District.

e. For purposes of fiscal oversight and monitoring by the District, the District requires EFC to annually provide information and documentation related to its operations, some of which is included in the Fall Information Update ("FIU"). The District annually prepares a calendar of key dates for charter schools including due dates for submission of required financial and attendance reports ("Reports"), as provided in the charter or applicable law or regulation. EFC shall provide all information and documentation, on behalf of LAZEAR, in the form and at the times specified by the District. Whether listed in the calendar of key dates or not, EFC shall provide the District with a copy of the following documents, data and reports, in the form and at the times specified.

(A) Student Data

EFC shall submit student enrollment projections to the District by March 19 of the preceding school year each year. During the school year, monthly enrollment and ADA reports with respect to EFC shall be provided to the District. EFC shall annually provide the District a list of names and addresses of students enrolled along with the school district of residence of each respective student no later than September 1 of each year.

EFC shall maintain contemporaneous written records of enrollment and ADA and make these records available to the District for inspection and audit upon request. EFC shall provide copies of the P-1, P-2, and annual state attendance reports to the District by December 15, April 5, and June 25, respectively, each year, or as listed in the calendar of key dates, whichever is later. Copies of amended state attendance reports, if any, shall be provided to the District within 3 weeks of discovery of the need for an making such an amendment

EFC will cooperate with the District in correcting and clarifying student information submitted the state student identification system, CalPADS.

(B) Personnel Data/Credential Data

Actual staffing data shall be provided to the District on an annual basis prior to commencement of each school year. Teacher credentials, clearances, and permits for LAZEAR employees shall be maintained on file at EFC and shall be subject to periodic inspection by the District. Copies of credentials and a list of teaching/class assignments for each teacher working at LAZEAR shall be provided to the District by EFC as indicated in the calendar of key dates and no later than September 15, and whenever any changes in staffing, credentials or assignments occur during the school year, along with written verification by EFC that credentialing requirements imposed on EFC under NCLB have been met. EFC shall also provide to the District at the commencement of each school year and no later than September 15, all available information to demonstrate compliance with Education Code section 44237 (criminal record check) for EFC employees working at LAZEAR.

(C) Financial Reporting

In order to ensure the necessary oversight and review of mandated reports from which the District must determine fiscal health and sustainability, the following schedule of reporting deadlines to the District will apply each year:

September 1 – Final Unaudited Financial Report for Prior Year

December 1 – First Interim Financial Report for Current Year

March 1 – Second Interim Financial Report for Current Year

June 15 – Preliminary Budget for Subsequent Year

District shall be notified at least three weeks in advance of EFC Board of Directors action to incur short or long term debt on behalf of EFC, LAZEAR and financing documents shall be made available for District review upon request.

(D) Audit

As provided in Education Code section 47605, EFC shall transmit a copy of its annual, independent financial audit report for the preceding fiscal year, to the state Controller, the Alameda County Superintendent of Schools, and the state Department of Education by December 15 of each year. The audit shall be submitted to the District by December 1 of each year, for review prior to submission to the state and county authorities.

(E) Governing Board

EFC shall annually, at a date to be set by the District, transmit to the District a roster of the members of its Board of Directors, officers and key employees; a schedule of its meetings for the academic year; and copies of all agendas and minutes for meetings of the Board of Directors and its committees from the preceding twelve (12) months. EFC shall submit a revised roster whenever changes occur.

(F) Policies and Implementation

EFC shall annually, at a date to be set by the District, transmit copies of the most recent board-approved versions of specified policies and procedures applicable to LAZEAR, and including, but not limited to policies covering student admissions and enrollment, student retention and promotion, student suspension and expulsion, student code of conduct, conflict of interest, fiscal management, and procedures for addressing complaints. EFC shall also, as requested by the District, identify individuals responsible for specific areas of compliance with such policies and applicable law, including but not limited to coordinators for Section 504 of the Rehabilitation Act and the McKinney-Vento Homeless Assistance Act.

(G) Pupil Outcomes

Twice annually EFC shall, at dates to be set by the District, transmit information documenting the performance of LAZEAR with respect to the Measurable Pupil Outcomes set forth in the schools' charter. Documentation shall be in a format specified by the District, including data supporting the charter school's assessment of its performance relative to the established targets.

Section 4.2. Compliance with Generally Accepted Accounting Principles

EFC shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management. EFC shall maintain a minimum reserve for economic uncertainties (designated fund balance) in an amount to be determined appropriate by the District but in no case less than 3 per cent of year end expenditures of EFC.

Section 4.3. Oversight Fees.

In addition to the fees in Article 7, EFC shall pay the District one percent (1%) of EFC revenues attributable to students attending LAZEAR to cover the actual cost of oversight of these schools. "EFC revenue" means the general purpose entitlement and categorical block grant, as defined in subdivisions (a) and (b) of Section 47632. The District will invoice EFC quarterly as provided in Article 7 below.

Section 4.4. Charter Text Revisions

The approved charter is amended from the filed petition to incorporate the revisions in Exhibit D, which is incorporated by reference into this Agreement. EFC on behalf of Lazear must submit to the District's Office of Charter Schools a revised charter to include all revisions outlined in Exhibit D in one hard copy and one electronic copy in *WORD* format on a CD or via email of no later than **5 PM on June 1, 2012.**

ARTICLE 5 - Legal Relationship and Compliance

Section 5.1. Legal Relationship.

EFC and District agree that EFC is a separate legal entity that operates the charter school under the supervisory oversight of the District. EFC retains all operating charter rights and responsibilities, as provided by law, including but not limited to the charter law mega-waiver in Section 47610 of the Education Code, access to charter State bonds and charter appeal rights.

Section 5.2. No Liability for Debt; No Authority to Bind the District.

The District shall not be liable for the debts or obligations of EFC or for claims arising from the performance of acts, errors, or omissions by EFC, as long as the District has performed the oversight responsibilities described in Education Code Sections 47604.32 and 47605(m).

EFC shall not have the authority to enter into a contract that would bind the District, nor to extend the credit of the District to any third person or party. EFC shall clearly indicate to vendors and other entities and individuals outside the District with which or with whom EFC enters into an agreement or contract for goods or services that the obligations of EFC and are not the responsibility of the District.

Pursuant to Education Code section 47604, subdivision (c) EFC agrees that all loans received by EFC shall be the sole responsibility of EFC and the District shall have no obligation for repayment. The parties agree that it is their intent, consistent with Education Code section 47604, subdivision (c), that "an authority that grants a charter to a charter school ...shall not be liable for the debts or obligations of the charter school, or for claims arising from the performance of acts, errors, or omissions by the charter school, if the authority has complied with all oversight responsibilities required by law, including, but not limited to, those required by Section 47604.32 and subdivision (m) of Section 47605." EFC agrees that all revenue obtained by EFC shall only be used to provide educational services consistent with the charter, this Agreement or any authorized amendments. All expenditures shall be in accordance with applicable law.

Section 5.3. Non-Discrimination.

EFC agrees it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

- a. EFC shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- b. EFC shall, if requested to so do by the District, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- c. If requested to do so by the District, EFC shall provide the District with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- d. EFC shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
- e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- f. EFC shall include the provisions set forth in paragraphs a through e (above) in each of its subcontracts.

Section 5.4. Drug-Free Workplace.

EFC's employees shall comply with the District's policy of maintaining a drug-free workplace. EFC's employees shall not unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any District facility or work site. If EFC or any employee of EFC is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a District facility or work site, EFC within five days thereafter shall notify the District' Charter School Office. Violation of this provision shall constitute a material breach of this Agreement.

Section 5.5. Safety.

If a death, serious personal injury or substantial property damage occurs, EFC shall immediately notify the District by telephone. EFC shall promptly submit to the District a written report, in such form as may be required by the District of all accidents or serious injuries which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of witnesses; (3) name and address of EFC's liability insurance carrier; and (4) a detailed description of the accident and whether any of District property, equipment, tools, material, or staff was involved. EFC further agree to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of the accident.

Section 5.6. Compliance with Laws.

- a. EFC will comply all applicable state and federal laws and regulations as they may be amended or modified from time to time, including, without

limitation, the Ralph M. Brown Act (Gov't. Code, § 54950 et seq.), the California Public Records Act (Gov. Code, § 6250 et seq.), conflict of interest laws, including without limitation, the Political Reform Act (Gov't. Code, Section 87100) and Government Code section 1090 and the anti-self-dealing provisions of the Corporation's Code applicable to nonprofit public benefit corporations.

- b. EFC shall also comply with all applicable federal and state laws and regulations as they may be amended or modified from time to time, concerning the maintenance and disclosure of student records, including, without limitation, the Family Education Rights and Privacy Act of 1974 (20 U.S.C.A. § 1232g), all state and federal laws and regulations concerning the improvement of student achievement, including, without limitation, applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C.A. § 6301, et seq. as amended by the No Child Left Behind Act of 2001 (hereinafter the law, state and federal regulations referred to herein as "NCLB") and agrees to take appropriate remedial action if notified by the State of California of a violation of any of the foregoing.
- c. It shall be the sole responsibility of EFC to file, and update as required, the "Statement of Facts Roster of Public Agencies" as required by Government Code section 53051. The State of Facts Roster shall be submitted to the District by October 31 each year. It shall also be the sole responsibility of EFC to file an amendment to the Statement of Facts within 10 days after a change in any of the required information.
- d. Any complaints or concerns (including complaints filed with OCR, EEOC, or FEHA) received by the District about any aspect of the operation of LAZEAR or EFC shall be forwarded by the District to the Chief Executive Officer of EFC. The District may request that EFC, on behalf of LAZEAR, inform the District of how such concerns or complaints are being addressed. EFC shall handle its own uniform complaints pursuant to a Uniform Complaint Procedure adopted in accordance with California Code of Regulations, Title 5, Section 4600 *et seq.*

ARTICLE 6 - INDEMNIFICATION, INSURANCE; DEFAULT; DISPUTE RESOLUTION; EARLY TERMINATION

Section 6.1. Indemnification.

EFC 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 Site after District delivers possession of the Dedicated Space to EFC, arising from EFC'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 EFC in or about the Dedicated Space; provided, however, that EFC 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 Site after the District delivers possession of the Dedicated Space to EFC, 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 EFC's control and supervision.

The District shall indemnify, hold harmless, and defend EFC, 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 Site after District delivers possession of the Dedicated Space to EFC, arising from the District'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 District in or about the Dedicated Space; provided, however, that the District shall not have any obligation to indemnify, hold harmless or defend EFC, 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 Site after the District delivers possession of the Dedicated Space to EFC, resulting from or arising out of the sole negligence or willful malfeasance of EFC, its trustees, officers, employees and agents or any person or entity not subject to the District's control and supervision.

Section 6.2. Insurance.

EFC INSURANCE. EFC, at its sole cost and expense, shall both obtain and keep in full force and effect, beginning on the commencement date and continuing until this Agreement terminates, the following insurance policies for the Site, or, in lieu of maintaining coverage through an insurance company, use a self-insurance mechanism that meets the following criteria:

(1) Liability Insurance. Commercial general liability insurance with respect to the Dedicated Space, if any, and the operations of or on behalf of EFC in, on or about the Dedicated Space, including but not limited to: bodily injury, product liability (if applicable), blanket contractual, broad form property damage liability coverage and host liquor liability in an amount not less than One Million Dollars (\$1,000,000) in the aggregate, and excess liability coverage on a basis consistent with coverage for schools of a type similar to EFC. The policy shall be endorsed to name the Oakland Unified School District as named additional insured and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and EFC's insurance primary, provided however, that District's insurance shall be primary for claims caused by the actions of third parties, except to the extent that the third party's actions arose as a result of the negligence, intentional disregard or malfeasance of EFC.

(2) Property Insurance. Property insurance against fire, vandalism, malicious mischief and such other additional perils as now are or hereafter may be included in a standard "All Risks" coverage, including sprinkler leakage, insuring all of EFC's trade fixtures, furnishings, equipment, stock, loss of income or extra expense, and other items of personal property ("Charter's Property") in an amount not less than eighty hundred percent (80%) of fair market value.

(3) Workers' Compensation, Employer Liability. Workers' compensation insurance in accordance with provisions of the California Labor Code adequate to protect the charter school from claims that may arise from its operations pursuant to the Workers' Compensation Act.

(4) Fidelity Bond. Fidelity bond coverage for all of EFC's employees and who handle, process, or otherwise have responsibility for funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$50,000 per occurrence, with no self-insurance retention.

INSURANCE POLICY CRITERIA. All policies of insurance required to be carried by EFC shall be written by responsible insurance companies authorized to do business in the State of California. Any such insurance required of EFC hereunder may be furnished by EFC under any blanket policy carried by it or under a separate policy therefor. A true and exact copy of each paid-up policy evidencing such insurance or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to the District prior to the date EFC is given the right to possession of the Dedicated Space. In addition, the District and the Board of Education shall be named as an additional insured on the liability policies and a loss payee on the property coverages for the Dedicated Space. The District may, at any time and from time to time, upon reasonable notice to EFC and at no cost to EFC, inspect and/or copy any and all insurance policies required hereunder, and in no event shall the then-limits of any policy be considered as limiting the liability of EFC under this Agreement.

FAILURE TO OBTAIN INSURANCE. If EFC fails to procure, maintain and/or pay for at the times and for the durations specified in this Agreement, the insurance required hereunder, or fails to carry insurance required by any applicable law, the District may (but without obligation to do so), and with concurrent notice to EFC, perform such obligations on behalf of EFC, and the cost thereof, together with interest thereon at the Interest Rate from the date of demand until paid, shall become due and payable as additional payment by EFC to the District. EFC shall reimburse the District for cost of the premiums paid by the District for the insurance carried by the District pursuant to the terms above.

DISTRICT INSURANCE. During the Term of this Agreement, the District shall maintain insurance or shall self-insure against claims for injuries to persons or damages to property (real and personal, including the structures on the Dedicated Space and any District-owned personal property) in amounts equal to that which would be in place if the Dedicated Space were occupied by another school of the District. For services provided by the District to EFC, the District shall maintain responsibility for these services and such services shall be covered by the District's self-insurance or any insurance that the District may maintain.

Section 6.3. Default and Remedies.

EFC's DEFAULT. The occurrence of any one of the following events shall be considered a default of this Agreement by EFC:

(1) The failure of EFC to pay any charges or fees due and payable hereunder twenty (20) business days after receipt of written notification of said failure to pay;

(2) The failure of EFC to observe or perform any of its covenants or obligations hereunder, which failure continues past the notice and cure period provided herein. The District shall provide EFC with written notice of default and EFC shall have twenty (20) business days to provide a response to the District either evidencing compliance with the terms of this Agreement or a plan to cure the default and a reasonable timeline acceptable by the District within which EFC will diligently prosecute the same to completion. In no event shall such default continue for more than ninety (90) days after written notice thereof by the District to EFC without prior written agreement by the District. Any such notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161; and such cure

period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

(3) EFC's on behalf of LAZEAR abandonment of the Dedicated Space for a period of thirty (30) consecutive days, it being agreed that the fact that any of EFC's property remains in EFCs Dedicated Space shall not be evidence that EFC has not vacated or abandoned EFCs Dedicated Space; provided, however, any normal school holidays including summer and inter-term breaks shall not constitute abandonment of EFCs Dedicated Space;

(4) The making by EFC of any general assignment or general arrangement for the benefit of creditors; the filing by or against EFC of a petition to have EFC adjudged bankrupt or a petition for reorganization or arrangement under any law relation to bankruptcy (unless the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of EFC's assets located at EFCs Dedicated Space, or of EFC's interest in this Agreement, where possession is not restored to EFC within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of EFC's assets located at EFCs Dedicated Space or of EFC's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

(5) The cessation of LAZEAR charter program after a revocation, nonrenewal or surrender of the charter to the granting agency. However, EFC shall not be in default of this Use Agreement until after EFC has exhausted all appeals subsequent to the revocation or nonrenewal of its charter.

DISTRICT'S REMEDIES. (1) In the event of any default by EFC and if EFC fails to cure such default within the time period specified in this Agreement after receipt of written notice from the District of such default, the District shall have the right, in addition to all other rights available to the District under this Agreement or now or later permitted by law or equity, to terminate this Agreement by providing EFC with a ninety (90) day prior written notice of termination. Upon termination, the District may recover any damages proximately caused by EFC's failure to perform under this Agreement, or which are likely in the ordinary course of business to be incurred, including any amount expended or to be expended by the District in an effort to mitigate damages, as well as any other damages which the District is entitled to recover under any statute now or later in effect.

(2) In accordance with Civil Code section 1951.4 (or any successor statute), EFC acknowledges that in the event EFC has breached this Agreement and abandoned the Dedicated Space, this Agreement shall continue in effect for so long as the District does not terminate EFC's right to possession, and the District may enforce all its rights and remedies under this Agreement, including the right to recover fees as they become due under this Agreement and the reasonable costs incurred to preserve the property. Acts of maintenance or preservation of the Dedicated Space or the appointment of a receiver upon initiative of the District to protect the District's interest under this Agreement shall not constitute a termination of EFC's right to possession. In addition to its other rights under this Agreement, the District has the remedy described in Civil Code section 1951.4.

(3) If EFC fails to perform any covenant or condition to be performed by EFC within a the time period specified in this Agreement after EFC received written notice of such failure from the District, the District may perform such covenant or condition at its option, after notice to EFC. In the event of an Emergency, the District has the right to perform such activity to mitigate the impact of the Emergency. All reasonable costs incurred by the District in so performing shall be reimbursed to the District by EFC in accordance with section 5.2 hereof.

Any performance by the District of EFC's obligations shall not waive or cure such default. All out-of-pocket, reasonable costs and expenses actually incurred by the District in collecting payments due, or enforcing the obligations of EFC under this Agreement shall be paid by EFC to the District.

(4) The rights and remedies of the District set forth herein are not exclusive, and the District may exercise any other right or remedy now or later available to it under this Agreement, at law or in equity.

(5) The termination of this Agreement does not affect LAZEAR's charter. Said charter may only be terminated or revoked as provided by California law.

DEFAULT BY DISTRICT. The occurrence of anyone of more of the following events shall constitute a default and material breach of this Agreement by the District:

The failure by the District to observe or perform any of the express covenants, conditions or provisions of this Agreement to be observed or performed by District where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by EFC to District; provided however, that if the nature of District's default is such that more than thirty (30) days are reasonably required for its cure, then District shall not be deemed to be in default if District commences such cure within said thirty (30) days period and thereafter diligently prosecutes such cure to completion.

In addition, if the District fails to perform any service defined as an "emergency" in Section 1.10 of this Agreement in a timely fashion, five (5) days after written notice to the District, EFC or a vendor retained by EFC, shall have the right to perform said "emergency" service and bill the cost thereof to the District.

Except in the instance of the revocation of EFC's charter or as otherwise provided in this Agreement, neither party may terminate this Agreement without first complying with the Dispute Resolution procedures outlined in Section 6.4 below.

Section 6.4. Dispute Resolution.

Notwithstanding anything in this Agreement to the contrary, disputes between EFC and the District regarding this Agreement, including, the alleged violation, misinterpretation, or misapplication of this Agreement shall be resolved using the dispute resolution process identified below.

The party initiating the dispute resolution process shall prepare and send to the other party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the party (the designated representatives must be an employees(s) of EFC or the District); (2) a statement of the facts of the dispute, including information regarding the parties attempts to resolve the dispute; (3) the specific sections of the Agreement that are in dispute; and (4) the specific resolution sought by the party. Within ten (10) business days from receipt of the notice of dispute the representatives from EFC shall meet with representatives from the District in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute the party initiating the dispute resolution process shall notify the other party (the responding party) in writing that it intends to proceed to mediation of the dispute and shall request the State Mediation and Conciliation Service to appoint a mediator within ten (10) business days to assist the parties in resolving the dispute (if the State Mediation and Conciliation Service ("SMCS") is unable or refuses to provide

a mediator the parties shall mutually agree upon a mediator with fifteen (15) days from notice that SMCS will be unable to provide a mediator). The initiating party shall request appointment of a mediator who is available to meet as soon as possible but not later than 30 calendar days after receipt of the request for appointment. The party initiating the dispute shall forward a copy of the notice of the dispute to the appointed mediator. The responding party shall file a written response with the mediator and serve a copy on the initiating party within seven business days of the first scheduled mediation. The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party in advance of the mediation. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the District and EFC on behalf of LAZEAR.

Neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 60 calendar days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire. If, following the mediation, the dispute remains unresolved, EFC, on behalf of LAZEAR, shall precede with the claims presentation process under Govt. Code section 900 et. seq. as a prerequisite to initiating litigation, if applicable. Either party may file equitable remedies such as injunctive relief while proceeding through mediation in order to preserve the status quo.

Section 6.5. Term; Option to Renew

The Term of this Agreement shall be coterminous with the term of the LAZEAR charter (i.e., ending June 30, 2017). Subject to modifications which the Parties may mutually negotiate, if the LAZEAR charter is renewed by the District, EFC shall have the right to renew this Agreement for one five (5) year renewal term. To exercise this option, EFC shall provided written notice to the District no later than four months prior to the expiration of the term of this Agreement (i.e., no later than February 28, 2017). The Parties acknowledge and agree that the renewal term will be subject to the same terms and conditions, except as expressly mutually renegotiated by the Parties, including, but not limited to renegotiation of Article 7 of this Agreement.

ARTICLE 7 - PAYMENTS

Section 7.1. Payment.

In addition to the Oversight Fees provided in Section 4.3 of this Agreement, annually, during the term of this Agreement, EFC shall pay the District a total of \$309,922 for facility use (including Custodial Services), contribution to the payment of the emergency State loan and contracted services. The total amount includes the following costs:

Facility Use	\$192,133
Contribution to Payment of State Loan	\$57,864
Contracted Services	\$59,925

PAYMENT OF FEES. The District will invoice EFC and EFC 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 November 1;
- 25% by February 1;
- 25% by May1;
- 25% by August 1.

EFC may choose to prepay any of the installment payments without incurring a prepayment penalty from the District. EFC 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. The District will deduct from subsequent transfer payments payable to EFC any undisputed scheduled payment amount due from this Agreement, plus interest charges, that is more than 60 calendar days past due.

The Fee does not include Site-specific costs not specified in this Agreement which the school must include in its own budget, including, but not limited to BTSA participation as provided in Section 2.7 of this Agreement and purchases through the District E-Market or Procurement Department as provided in Section 2.10 of this Agreement.

If EFC disputes any fee or charge, it shall send written notification to the District. EFC has the right to submit the issue for resolution in accordance with the dispute resolution procedures outlined herein. Pending resolution of any dispute resolution procedures relating to the fee or charge, EFC 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. EFC withholding disputed funds in not grounds for revocation.

Except as specifically provided in this Agreement, all services and the costs associated therewith outlined in this Agreement to be provided by the District shall be covered by the fees provided for in this section; EFC shall only be responsible for those fees and costs that are expressly stated herein.

ARTICLE 8 - POINT OF CONTACT; FUTURE RECONCILIATION; CONTINUOUS REVIEW; ANNUAL QUALITY REVIEW; TWO YEAR REVIEW

Section 8.1. Point of Contact.

No later than July 1, 2012, the District shall appoint a "point of contact" in the Charter School Office who shall be responsible for problem solving and expediting the resolution of issues and concerns related to the provision of services to LAZEAR and EFC under this Agreement. The initial contact is as follows:

Office of Charter Schools
Tilden School, Room 11
4551 Steele Street
Oakland, CA 94619
guadalupe.navarro@ousd.k12.ca.us

Section 8.2. Future Adjustments or Reconciliations; Annual Review; Quality Review Committee.

The District or EFC, on behalf of LAZEAR, may at any time convene a meeting to discuss adjustments or reconciliation of payments whenever there is reason to believe that the charges do not reflect actual amounts owing or the quality of services being provided by the District to EFC. During the first year of this Agreement, the Parties shall meet on January 15, 2013 and on May 15, 2013 to review implementation and discuss any needed modifications or changes in this Agreement. After the first year, the Parties shall meet at least once on or before March 1 of the fiscal year to review the services provided, to identify modifications in the Agreement and for a thorough quality review. Further, the Parties shall establish a Quality Review Committee with representatives from the District, EFC Home Office, LAZEAR staff and community that during the first year of the term, will meet two weeks prior to the January 15, 2013 meeting and two weeks prior to May 15, 2013 meeting to review the services provided by the District. To facilitate its work, the Quality Review Committee shall develop a rubric to use to evaluate the services. The recommendations from the Quality Review Committee will be reviewed by the Parties; changes and modifications as recommended shall be incorporated into this Agreement by mutual agreement. After the first year, the Quality Review Committee shall meet two weeks prior to the annual review (i.e., two weeks prior to March 1 of each fiscal year after the first full year). If the Quality Review Committee determines any service provided by the District as "poor" or "below average" for the preceding year, EFC shall have the right to terminate that particular service from the Agreement and provide these services directly or through a third party vendor; the parties shall negotiate a commensurate reduction in the annual fee to be charged EFC.

Section 8.3. Year Two Review.

Representatives from the Parties agree that 4 months prior to the end of the second year of the Agreement they will meet for a full review of the Agreement, the services provided under the Agreement and the relationship of the Parties. Recommendations for modifications or changes in the Agreement as a result of the year two review shall be incorporated into this Agreement by mutual agreement.

ARTICLE 9 - GENERAL PROVISIONS

Section 9.1. 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 9.2. 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 9.3. Entire Agreement.

The Charter and this Agreement constitute the entire agreement between the District and EFC and supersede all prior discussions, negotiations and agreements, whether oral or

written. This agreement may be amended or modified only by a written instrument executed by both the District and EFC expressly indicating the intent to modify or amend this Agreement.

Section 9.4. California Law.

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

Section 9.5. 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 9.6. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the District and EFC hereto and their respective heirs, legal representatives, successors and assigns.

Section 9.7. 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 9.8. 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 District and EFC hereto.

Section 9.9. 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 9.10. Incorporation of Recitals and Exhibits.

The Recitals and each exhibit attached hereto are incorporated herein by reference.

Section 9.11. 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:

Office of Charter Schools
Tilden School, Room 11
4551 Steele Street
Oakland, CA 94619
Attn: Coordinator

LAZEAR Elementary School
824 29TH AVENUE
Oakland, CA 94601
Attn: Principal

Education for Change
303 Hegenberger Road
Oakland, CA 94621
Attn: Executive Director

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 9.12. Modifications.

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 9.13. Force Majeure.

Whenever either party hereto shall be required by the terms of this Agreement or by law to perform any contract, act, work, construction, labor or services, or to perform and comply with any laws, rules, orders, ordinances, regulations or zoning regulations, said party shall not be deemed to be in default herein and the other party shall not enforce or exercise any of its rights under this Agreement, if and so long as nonperformance or default herein shall be directly caused by strikes, non-availability of materials, war or national defense preemptions or civil disobedience, governmental restrictions, alien invasion, or other similar causes beyond the reasonable control of the non-performing party.

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

EDUCATION FOR CHANGE

Hae-Sin Kim Thomas, Executive Director

Brian Rogers, Chairman of the Board of Directors

OAKLAND UNIFIED SCHOOL DISTRICT

Jody London, President, Board of Education

Edgar Rakestraw, Jr., Secretary, Board of Education

APPROVED AS TO FORM

Jacqueline P. Minor
General Counsel

EXHIBIT A



Guide for Charter Schools in Oakland Unified School District Facilities 2012-2013

Important Contact Information:

- OUSD Buildings & Grounds: 955 High Street Oakland, CA 94601
Phone: (510) 879-8397 Fax: (510) 879-8393
- OUSD Office of Charter Schools: 4551 Steele Street, Main Building, Rm. 11, Oakland, CA 94619
Phone: (510) 336-7500 ext. 1 Fax: TBD



Buildings & Grounds Work Order Protocol

Please note: work orders are to be placed by designated Site Staff only. Please designate a minimum number of staff responsible for placing work orders so as to minimize confusion and the opportunity for miscommunication.

1. Contact work control center at (510) 879-8400 with the following information:
 - a. Site Name (Site Number if applicable)
 - b. Contact Name and Phone Number
 - c. Exact nature of request (i.e. 2 light fixtures broken/missing in room 2 Main Building vs. replace light fixtures) – Please specify if EMERGENCY
 - d. Specific location (Building/Room Number/Area)
 - e. Obtain your Work Order number; this is critical for tracking your order

Work Control Hours are Monday through Friday, 7:30am – 4:00pm

1. If there is an emergency and there is no answer, contact the Main Office: (510) 879-8397.
2. If it is after hours (for emergency only), contact On-Call Manager: (510) 277-7284.

The Work Control Center has the responsibility of evaluating and assigning a priority level to all work requests. General Priority Levels and Time Lines are as follows¹:

1. Emergency Requests: same day response whenever possible or next business day, depending on nature of problem and time received.
 - Emergencies consist of repairs/replacements that need to be addressed immediately in order to protect the health and safety of a student, employee or other person at the site and/or prevent damage to the integrity of the site.
2. Non-emergency requests that require immediate attention, but do not require same day service completed within 1-7 business days.
 - Requests of a general nature that do not pose an immediate threat to the safety of the facility or its occupants to be completed within 10-30 business days.
 - If you have placed a work order and the request has not been addressed within the allotted timeframe, please follow up with the Work Control Center at (510) 879-8400. Have your work order number and date of request.



For pest management and custodial requests contact Custodial Services at (510) 879-8352.

For environmental concerns contact Risk Management at (510) 879-8588.

¹ See Buildings & Ground Prioritization List for more detail.



Buildings & Grounds Prioritization of Work Orders

The Work Control Center has the responsibility of evaluating and assigning a priority level to all work requests received². The Priority Levels and Time Lines are as follows:

Priority Level 1 - Emergency Requests – Repairs that pose a health and safety concern and require immediate attention. Same day response whenever possible or next business day, depending on nature of problem and time received.

- Gas & Water Leaks (non-roofing)
- Power Shortage
- Hazards
- Sewer backups
- Graphic graffiti
- Floods
- Gain entries
- Elevator malfunction; trapped in shaft
- No Heat (entire bldg)/ No Ventilation – Priority Order: 1) CDC, 2) Elementary, 3) Middle, 4) High, 5) Admin/Adult Ed
- Missing storm drain cover
- Playground equipment
- Communication/Clocks/Bells
- Fallen Trees/Branches
- Personnel locked-in building
- Vandalized Toilet Fixtures

Priority Level 2 - Non-emergency requests – Repairs that require immediate attention, but do not require same day service. Requests to be completed within 1-7 business days.

- General graffiti
- Ramp repair
- Drinking fountain
- Urinal/toilet backup
- Potholes
- Roof leaks
- Broken windows/doors/hardware/restroom accessories
- Fence repair
- Re-keying/replacement of keys
- Intrusion/fire alarm repair
- Light bulbs (5 or more)
- No Heat (specific rooms) –Priority Order: 1)CDC 2)Elementary 3)Middle 4)High 5)Admin/Adult Ed
- Thermostat Adjustment

² Please note that the prioritization list governs work orders for both district and charter schools. In some cases, the items listed may be the responsibility of the charter school. Refer to the Responsibility Matrix and your Facility Use Agreement for more information.



OFFICE OF CHARTER SCHOOLS

Priority Level 3 - Requests of a general nature that do not pose an immediate threat to the safety of the facility or its occupants. Requests to be completed within 10-30 business days.

- Light bulbs (5 or less)
- Missing tiles (ceiling/floor)
- Signage
- Broken windows (2nd floor)
- Furniture/fixture repair
- Security lights (3 or more)

Priority Level 4 - Deferred Maintenance/Improvement Services. Improvement requests take precedence over existing Facility small projects, additions, modifications and all work requests not associated with a repair of the facility. All work requests assigned a Level 4 Priority will be reviewed on a case-by-case basis and discussed with the appropriate parties for items such as funding, feasibility and timeline for completion.

- Chalkboards
- Pin boards
- Partition walls
- Cabinetry
- Landscaping
- Enhancement painting
- Fencing additions
- Electrical additions (i.e. computer lab)



OFFICE OF CHARTER SCHOOLS

Facility Task Responsibility Matrix

Below is a comprehensive list of facilities tasks that may arise at your site. The responsibility for each task, whether District or charter school, has been established by the facilities department as a baseline. Each charter school's specific Facility Use Agreement dictates the ultimate responsible party, and if the Agreement is not in alignment with the below matrix, the Agreement shall trump the matrix.

Task	Charter School	OUSD
1. Broken lock replacement/repair	repair ³	replacement
2. Broken window replacement	X	
3. Broken toilet replacement/repair	repair	replacement
4. Broken sink replacement/repair	repair	replacement
5. Painting exterior/interior of the campus	X	
6. Replacement/repair of broken skylights	repair	replacement
7. Replacement/repairs of broken kitchen equipment (capital equipment such as stoves, ovens, refrigerators)	X	
8. Repair of heaters		X
9. Repair/replacement of window blinds	X	
10. Repair/replacement/upgrade of phone system	X	
11. Repair/replacement/upgrade of security system		X
12. Replacement of broken floor tiles		X
13. Replacement of broken ceiling tiles		X
14. Repair of broken electrical outlets	X	
15. Repair of broken white boards/chalk boards	X	
16. Asphalt repair	routine ⁴	non-routine
17. Fence repair	X	
18. Sidewalk repair in front of and around school exterior		X
19. Replacement of light fixtures (not ballasts or bulbs)		X
20. Replacement of baseboards	X	
21. Repair of water damage		X
22. Repair/replacement of roofs		X
23. Pest management	X	
24. Repair/replacement of doors (interior and exterior)	repair	replacement
25. Repair/replacement of door push bars	repair	replacement
26. Repair of internet cabling/jacks/conduits	cabling, jacks	conduits
27. Repair of gates	repair	replacement
28. Repair/replacement of towel and soap fixtures in bathrooms	X	
29. Replacement of broken mirrors	X	
30. Repair of water fountains	X	
31. Repair of broken wooden cabinets and shelves	X	

³ Where "repair" and "replacement" are cited, this notes a distinction in responsibility. For many tasks, a repair is the responsibility of the charter school, while replacement is the responsibility of the district.

⁴ A distinction of whether a repair is routine or non-routine may be easily made. When it is not, consultation with District facilities staff may be necessary.

EXHIBIT B

FOOD SERVICE AGREEMENT

Administering Sponsor: Oakland Unified School District	
Agreement Number: 01-61259-0000000-01	Vendor Number: 6125-00

Receiving Sponsor: [name of charter school]	
Agreement Number: N/A	Vendor Number: N/A

This Agreement, executed in duplicate and entered into on (date) _____, between the Administering Sponsor, hereinafter referred to as School Food Authority (SFA), and the receiving sponsor, [name of charter school], hereinafter referred to as [name of charter school] created for the purpose of providing: (check all that apply)

- X Lunches under the National School Lunch Program
- X Breakfasts under the School Breakfast Program
- X Snacks under the Meal Supplements in the National School Lunch Program

It is hereby agreed that:

- (1) The SFA will represent the [name of charter school] as the Child Nutrition Program "Sponsor" and will claim reimbursement from the California Department of Education for all meals served to children enrolled in the [name of charter school]. Reimbursement will be claimed at the rate of one breakfast/lunch/snack per child per day, only for complete meals/snacks counted at the point of service, and according to each child's eligibility category.
- (2) Once approved by the California Department of Education, this agreement will automatically renew on an annual basis unless terminated. Either party may terminate this agreement for cause upon thirty days written notice. Either party may also terminate this agreement without cause by giving written notice by June 1 preceding the upcoming school year. Notice of termination will be provided in writing to the California Department of Education, Nutrition Services Division.
- (3) The SFA will conduct the free and reduced-price application process, including the distribution, review, and approval of applications for the sites belonging to [name of charter school]. [name of charter school] will create and update the student rosters and provide current lists to the SFA as soon as possible after changes occur via email to jennifer.lebarre@ousd.k12.ca.us. In turn the SFA will create and update eligibility rosters and provide current lists to [name of charter school] as soon as possible after changes occur.
- (4) The SFA will provide and pay salary and benefits for a permanent staff member to perform the point of service meal counts while [name of charter school] shares a cafeteria with a District school. If [name of charter school] moves from a shared site, [name of charter school] will perform the point of service meal counts. The SFA will provide training as

necessary to staff at [name of charter school] regarding point-of-service meal counts and completion of all required documents.

- (5) The SFA will perform the required daily and monthly edit checks.
- (6) The SFA will ultimately be responsible for meal count and claiming accountability, provided however, if Oakland International High School is closed or is not co-located with Bay-Tech but [name of charter school] remains at the site, [name of charter school] shall be responsible for meal count accountability.
- (7) The SFA will perform the verification process and will notify [name of charter school] of its findings.
- (8) [name of charter school] will assume responsibility for any over-claims identified during a review or audit, and reimburse the State accordingly when [name of charter school] staff completes the point-of-service meal counts.
- (9) The SFA will provide meals (breakfast, lunch, and after school snack) to [name of charter school] that comply with the nutrition standards established by the United States Department of Agriculture for the Traditional menu planning option for Breakfast and After School Snack and SHAPE Nutrient Standard menu planning option for Lunch.
- (10) The SFA will prepare the meals/snacks in the _____ kitchen, located at _____, Oakland, CA 94609. This preparation site will maintain the appropriate state and local health certifications for the facility. If [name of charter school] moves from the shared location another preparation site may be assigned
- (11) [name of charter school] will notify the SFA of the number of meals/snacks needed no later than 9:00 each day for lunch. Breakfast counts will be established by the 2nd week of school and that number of meals will be sent daily until [name of charter school] notifies Oakland International cafeteria cook. The After School Snack counts will be established by [name of charter school] and will be sent as ordered until [name of charter school] notifies cafeteria cook. The adjustment for both Breakfast and Lunch must be made 2-3 business days prior to effective date.
- (12) [name of charter school] will be obligated to accept and pay for the number of meals requested (see # 20 for prices).
- (13) The SFA will provide meals on days when the SFA is not open for business. However the meals will be modified to bagged meals and staff will not be provided..
- (14) The SFA will provide all the equipment necessary to transport and maintain proper temperature for the meals/snacks, including a milk cooler.
- (15) If [name of charter school] moves from shared site, the SFA will be responsible for transporting the meals/snacks from the preparation site cafeteria to [name of charter school]. The delivery of prepared meals will be no later than 11:00am, unless otherwise agreed upon by the SFA and [name of charter school]. Breakfast will be delivered with Lunch for next day consumption. Snack will be delivered with Lunch.

- (16) Both parties will be responsible for maintaining the proper temperature of the meals/snacks until they are served.
- (17) [name of charter school] will return on a daily basis any and all property owned by the SFA.
- (18) The SFA will provide the necessary trays, dishes, utensils, straws, and napkins.
- (19) No later than one (1) week prior to the end of each month the SFA will provide to [name of charter school] a monthly menu consisting of the meals/snacks to be served the following month. This menu will be made available online at www.ousd.k12.ca.us.
- (20) The SFA will submit to [name of charter school] itemized invoices for the meals/snacks. Lunch provided by the Oakland International High School Cafeteria. The invoices will be calculated using the following pricing: Breakfast Paid students: \$2.00; Breakfast Reduced Students \$0.30; Lunch Paid students \$3.50; Lunch Reduced Students \$0.40. All meals ordered by [name of charter school], but not consumed will be charged at the paid student rate, \$2.00 for Breakfast, \$3.50 for Lunch, and \$0.75 for Snack. [name of charter school] will submit payment to the SFA in such form as required by the SFA on or before the 15th day of the following month. Prices are subject to change annually at minimum and may increase during the school year based on food costs. **Exception: [name of charter school] will not be invoiced for meals purchased and consumed by students as part of regular meal service.**
- (21) When requested by [name of charter school], the SFA will provide sack lunches for field trips that meet the meal pattern requirements. Sack lunches for field trips will be requested at least 10 working days in advance. The cost per lunch will remain the same as for the regular lunch. [name of charter school] will be responsible for maintaining the appropriate temperature of lunches until served.
- (22) The gift or exchange of commodities is not permitted. Until students are served a meal/snack, all food remains the property of the SFA.
- (23) [name of charter school] will indemnify and hold the SFA and its officers, employees, and agents harmless from any and all liability, cost, or expense incurred as a result of negligence on the part of [name of charter school].
- (24) [name of charter school] will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than \$1,000,000 for each occurrence and will provide the SFA with a certificate evidencing insurance in the amount, naming the SFA as an additional insured and specifying that the coverage will not be canceled or modified without 30 days prior written notice to the SFA.
- (25) The SFA will indemnify and hold [name of charter school] and its officers, employees, and agents harmless from any and all liability, cost, or expense incurred as a result of negligence on the part of the SFA.
- (26) The SFA will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than \$1,000,000 for each occurrence and will provide [name of charter school] with a certificate evidencing insurance in the amount, naming [name of charter school] as an additional insured and specifying that the coverage will not be canceled or modified without 30 days prior written notice to [name of charter school]. The

parties agree that SFA is permissibly self-insured and shall provide evidence thereof to [name of charter school] upon request.

- (27) Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of National School Lunch Program and/or School Breakfast Program meals, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open and available to inspection by Federal, State, and local authorities in accordance with applicable statutes and regulations.
- (28) All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Director, SFA or designee.

Name and Title of SFA Official	Telephone Number ()
Signature of SFA Official	Date
Name and Title of Receiving Agency Official	Telephone Number ()
Signature of Receiving Agency Official	Date
California Department of Education <input type="checkbox"/> Approved <input type="checkbox"/> Denied Signature	Date

EXHIBIT C



Teacher Support, Development & Retention

Tilden Educational Context, 4551 Steele St, Portable 9

Oakland, CA 94619

<http://ntsd.ousd.k12.ca.us>

fax (510) 482-6783

Lisa Spielman, Manager • lisa.spielman@ousd.k12.ca.us • (510) 336-7597

Kafi Payne, BTSA Induction Coordinator • kafi.payne@ousd.k12.ca.us • (510) 336-7525

**2011-12 OAKLAND BTSA INDUCTION PROGRAM
CHARTER SCHOOL Fees**

For Charter School Participating Teachers:

Oakland BTSA Induction requires a contribution from the partnering Charter school to support each PT. The base contribution for each PT is \$2000.00 plus a contribution towards stipend for coaching and training (negotiated between charter school and coach).

Oakland BTSA Induction provides coach= \$ 2000.00 per PT

The state of CA directs funding for BTSA teachers to the Oakland Unified School District, and the district applies a portion of those dollars to the cost of serving each district Participating Teacher. To serve non-OUSD teachers, the program requires a contribution from the non-OUSD teacher's school. Discounted grandfathering rate for continuing teachers ended June 30, 2011. Above fee structure applies to all PTs in the program.

Oakland BTSA Induction contracts with, and invoices the school, not individual teachers.

BTSA COACHING PROVIDED BY CHARTER SCHOOL

If the Charter School provides the BTSA Coach, OUSD DOES NOT pay a coach stipend. The Charter will negotiate individually with its coach to determine the amount and method for compensation. Compensation will be determined and paid by each Charter School directly to their appointed Charter School BTSA Coach.

Recommended stipend amounts for the Charter School to pay its BTSA Coaches:

- Stipend to Coach for mentoring support for each Participating Teacher = \$1200- \$1500
- Stipend for Coach to attend training for a BTSA Induction Coach = annually: \$500-\$1000

**ALL COACHES MUST ATTEND OAKLAND COACH TRAINING
REGARDLESS OF WHICH AGENCY PROVIDES COMPENSATION TO THE COACH.**

PROCEDURES FOR PAYMENT

- Once a qualifying PT enrolls in the BTSA Induction Program, the Charter school will be sent an invoice by New Teacher Support, Development, and Retention. PT name/s will be listed on the invoice.
- Make checks payable to the "OUSD/TSDR."
- On the note or memo line of the check, write Attn: TSDR, Lisa Spielman
Send checks and all correspondence to:

**Kafi Payne, Oakland BTSA Induction
McClymonds, 2607 Myrtle Street, Room 114
Oakland, CA 94607**

TO INITIATE PROCESS FOR ENROLLING PARTICIPATING TEACHERS

- Distribute PT applications to teachers. Teachers submit applications to New Teacher Support, Development & Retention.
- **Submit the Letter of Intent as soon as possible to New Teacher Support, Development & Retention. No action will be taken until the Letter of Intent has been received by Oakland BTSA Induction.**

Responsibilities of the BTSA Induction program to the Participating Teacher:

- Provide orientation for each Participating Teacher.
- Match each Participating Teacher with a Coach from OUSD or the Charter School.
- Guide Participating Teachers through the Induction program and provide professional development and advising to help teacher advance toward the CA Clear Credential.
- Monitor progress towards earning the CA Clear Credential.
- Apply for the CA Clear Credential on behalf of each Participating Teacher who successfully completes the Program.

Responsibilities of the BTSA Induction program to the Charter school:

- Develop, support, and train coach/mentor, including those provided by the Charter School.
- Provide and assign a trained coach/mentor to each Participating Teacher at the Charter School.
- Communicate information about BTSA Induction to Charter School Administrator or Designee.
- Send BTSA Induction invoice to the school for Participating Teachers enrolled in the Program.
- Supply to the Commission on Teacher Credentialing and California State Department of Education reports and other information as requested on all matters related to Program requirements and activities.
- Provide use of the Make-and-Take Teacher Resource Center for Coaches and Participating Teachers. Hours are updated and posted at <http://ntsd.ousd.k12.ca.us>. The Center contains laminating machines, die cut machines, construction paper, etc. It provides materials for designing classrooms.
- Provide information about district and BTSA Professional Development, when possible, and enroll participating Charter teachers at no additional cost.

Responsibilities of the charter school to the Oakland BTSA Induction Program:

- Returns Letter of Intent as soon as possible upon entering into agreement for services.
- Pays NTSDR invoice within one month of receipt.
- Makes provisions to ensure that non-OUSD Coaches meet the qualifications and guidelines expected of the Oakland BTSA Induction Program, and compensates its own coaches fairly.
- Allows the BTSA Induction program to meet with BTSA Induction Participating Teachers (PTs) and their Coaches.
- Allows PTs to observe colleagues at the Charter School or in OUSD schools for the equivalent of two days during the year.

Understanding and acceptance of these terms will be indicated by initialing and signing the indicated spot on the Letter of Intent.

EXHIBIT D

Oakland Unified School District
Office of Charter Schools

CHARTER TEXT REVISIONS – Lazeaar Charter Academy Charter Conversion Petition

APPENDIX I - REQUIRED CHARTER TEXT REVISIONS: The approved charter is amended from the filed petition to incorporate the revisions below. The charter school must submit to the District’s Office of Charter Schools a revised charter to include all revisions outlined below in one hard copy and one electronic copy in *WORD* format on a CD or via email of no later than **5pm on June 1, 2012.**

Charter Text	Text Reference	Recommended Revision
<u>Governance</u>	Page 114	<p><u>Add the following text and remove any text to the contrary:</u></p> <p><i>“Lazeaar Charter Academy will comply with the District policy related to charter schools to the extent it aligns with and does not exceed the law applicable to charter schools, as it may be changed from time to time as long as the charter school has been given written notice of the policy change.”</i></p>
<u>Student Admissions Policies and Procedures</u>	Page 122	<p><u>Add the following text and remove any text to the contrary:</u></p> <p><i>Lazeaar Charter Academy will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition nor discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics).</i></p> <p><i>As part of the Fall Information Update, Lazeaar Charter Academy will notify the District in writing of the application deadline and proposed lottery date. Lazeaar Charter Academy will ensure that all application materials will reference these dates as well as provide complete information regarding application procedures, key dates, and admissions preferences and requirements consistent with approved charter.”</i></p>
<u>Public Records</u>	Page 145	<p><u>Add the following text and remove any text to the contrary:</u></p> <p><i>“Lazeaar Charter Academy acknowledges that pursuant to Article XVI section 8.5(e) of the California Constitution, sections 2(e), 6, and 8 of Proposition 98, and sections 33126.1(b), 35256(c), and 35258 of the Education Code require schools, including Lazeaar Charter Academy to</i></p>

		<p><i>provide certain information in certain formats in certain ways to the general public and specifically to parents of students at Lazear Charter Academy and of the District. Lazear Charter Academy further acknowledges that it has the obligation to provide all of such information to the District that is required by these referenced authorities in a timely manner so that the District may meet its obligations under those authorities as well. To the extent that there is information that the District has, but that Lazear Charter Academy does not have that Lazear Charter Academy needs in order to meet its obligations, the District shall provide the same to Lazear Charter Academy in a reasonably timely manner upon request."</i></p>
<u>Reporting and Accountability</u>	Page 57	<p><u>Add the following text and remove any text to the contrary:</u></p> <p><i>"If Lazear Charter Academy does not test (i.e., STAR) with the District, Lazear Charter Academy hereby grants authority to the State of California to provide a copy of all test results directly to the District as well as the charter school.</i></p> <p><i>Test results for the prior year, if not provided directly to the District by the State, will be provided by the charter school to the District no later than September 1 of each year."</i></p>
<u>External Reporting</u>	Page 102	<p><u>Add the following text and remove any text to the contrary:</u></p> <p><i>"Lazear Charter Academy will maintain sufficient staff and systems including technology, required to ensure timely reporting necessary to comply with the law and to meet all reasonable inquiries from District and other authorized reporting agencies."</i></p>
<u>Governance Structure of the School</u>	Pages 114	<p><u>Add the following text and remove any text to the contrary:</u></p> <p><i>"Lazear Charter Academy as governed by EFC, in accordance with Education Code Section 47604.3, shall promptly respond to all reasonable inquiries, including but not limited to, inquiries regarding financial records, from the District and shall consult with the District regarding any such inquiries. Lazear Charter Academy as governed by EFC acknowledges that it is subject to audit by OUSD if OUSD seeks an audit of Lazear Charter Academy, it shall assume all costs of such audit. This obligation for the District to pay for an audit only applies if the audit requested is specifically requested by the District and is not otherwise required to be completed by Lazear Charter Academy by law or charter provisions."</i></p>

<p><u>Governance Structure</u></p>	<p>Page 114</p>	<p><u>Add the following text and remove any text to the contrary:</u></p> <p><i>“Members of Lazear Charter Academy’s Education For Change’s Governing Board, any administrators, managers or employees, and any other committees of the School shall at all times comply with federal and state laws, nonprofit integrity standards and OUSD’s Charter School policies and regulations regarding ethics and conflicts of interest so long as such policies and regulations are not in conflict with any then-existing applicable statutes or regulations applicable to charter schools.</i></p> <p><i>Lazear Charter Academy and/or its non-profit corporation will be solely responsible for the debts and obligations of the charter school.”</i></p>
<p><u>Addressing Parent Complaints</u></p>	<p>Page 142</p>	<p><u>Add the following text and remove any text to the contrary:</u></p> <p><i>Lazear Charter Academy Education for Change has will established complaint procedures that address both complaints alleging discrimination or violations of law and complaints regarding other areas. Lazear Charter Academy and Education for Change will not, at any time, refer complaints to the District.</i></p> <p><i>The complaint procedures will include the clear information with respect to the response timeline of the school, whether the school’s response will be in writing, the party identified to respond to complaints, the party identified and charged with making final decisions regarding complaints, and whether the final decision will be issued in writing. The procedures will also identify an ombudsperson for situations in which the school leader is the subject of the complaint. The complaint procedures will be clearly articulated in the school’s student and family handbook or and distributed widely.</i></p> <p><i>Lazear Charter Academy Education for Change will designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX of the Education Amendments of 1972 (Title IX) and Section 504 of the Rehabilitation Act of 1973 (Section 504) including any investigation of any complaint filed with Lazear Charter Academy Education for Change alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. Lazear Charter Academy will notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.</i></p>

		<p>Lazear Charter Academy Education for Change will adopt and publish grievance procedures providing for prompt and equitable resolution of student and employee complaints alleging any action, which would be prohibited by Title IX, or Section 504.</p> <p>Lazear Charter Academy will implement specific and continuing steps to notify applicants for admission and employment, students and parents of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the recipient, that it does not discriminate on the basis of sex or mental or physical disability in the educational program or activity which it operates, and that it is required by Title IX and Section 504 not to discriminate in such a manner."</p>
<p><u>Health and Safety Procedures</u></p>	<p>Page147</p>	<p>Add the following text and remove any text to the contrary:</p> <p><i>"Lazear Charter Academy shall occupy facilities that comply with the Asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40CFR part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan."</i></p>
<p><u>Dispute Resolutions Procedures</u></p>	<p>Page 142</p>	<p>Add the following text and remove any text to the contrary:</p> <p><i>"The staff and Governing Board members of Lazear Charter Academy's EFC Board members agree to attempt to resolve all disputes between the District and Lazear Charter Academy regarding this charter pursuant to the terms of this section. Both will refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.</i></p> <p><i>Any controversy or claim arising out of or relating to the charter agreement between the District and Lazear Charter Academy, except any controversy or claim that in any way related to revocation of this charter, shall be handled first through an informal process in accordance with the procedures set forth below.</i></p> <p><i>(1) Any controversy or claim arising out of or relating to the charter agreement, except any controversy or claim that in any way related to revocation of this charter, must be put in</i></p>

writing ("Written Notification") by the party asserting the existence of such dispute. The Written Notification must identify the nature of the dispute and all supporting facts known to the party giving the Written Notification. The Written Notification may be tendered by personal delivery, by facsimile, or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 PM or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail. All written notices shall be addressed as follows:

To Charter School, c/o School Director:
Lazear Charter Academy

To Coordinator, Office of Charter Schools:
~~Office of Charter Schools~~
~~Oakland Unified School District~~
~~1025 Second Avenue, Room 206~~
Tilden Education Complex
4551 Steele Street, Room 11
Oakland, California 94619

(2) A written response ("Written Response") shall be tendered to the party providing the Written Notification within twenty (20) business days from the date of receipt of the Written Notification. The Written Response shall state the responding party's position on all issues stated in the Written Notification and set forth all fact which the responding party believes supports its position. The Written Response may be tendered by personal delivery, by facsimile, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00p.m., or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail. The parties agree to schedule a conference to discuss the claim or controversy ("Issue Conference"). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party.

(3) If the controversy, claim, or dispute is not resolved by mutual agreement at the Issue Conference, then either party may request that the matter be resolved by mediation. Each

		<p>party shall bear its own costs and expenses associated with the mediation. The mediator's fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 60 days from the date of the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the controversy or claim at dispute. If no agreement on a mediator is reached within 30 days after a request to mediate, the parties will use the processes and procedures of the American Arbitration Association ("AAA") to have an arbitrator appointed...</p> <p>(4) If the mediation is not successful, the parties agree that each party has exhausted its administrative remedies and shall have any such recourse available by law</p>
<p><u>Suspension and Expulsion</u></p>	<p>Pages 9</p>	<p><u>Add the following text and remove any text to the contrary:</u></p> <p><i>"Lazear Charter Academy shall notify, within 30 days, the superintendent of the school district of any pupil who is expelled or leaves Lazear Charter Academy without graduating or completing the school year for any reason. The school district notified shall be determined by the pupil's last known address. Lazear Charter Academy shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information, pursuant to Education Code Section 47605(d)(3)."</i></p>
<p><u>Suspension and Expulsion: Due Process for Students with Disabilities</u></p>	<p>Pages 79</p>	<p><u>Add the following text and remove any text to the contrary:</u></p> <p><i>"In the case of a special education student, or a student who receives 504 accommodations, Lazear Charter Academy will ensure that it makes the necessary adjustments to comply with the mandates of State and federal laws, including the IDEA and Section 504 of the Rehabilitation Plan of 1973, regarding the discipline of students with disabilities. Prior to recommending expulsion for a Section 504 student or special education student, the charter administrator will convene a review committee to determine 1) if the conduct in question was caused by, or had a direct and substantial relationship to the child's disability; or 2) if the conduct in question was the direct result of the LEA's failure to implement the 504 plan or IEP. If it is determined that the student's misconduct was not caused by or had direct and substantial relationship to the child's disability or the conduct in question was not a direct result of the LEA's failure to implement the 504 plan or IEP,</i></p>

<p><u>Independent Fiscal Audits</u></p>	<p>Page 125</p>	<p><i>the student may be expelled.</i>"</p> <p>Add the following text and remove any text to the contrary:</p> <p><i>"To the extent that Lazear Charter Academy is a recipient of federal funds, including federal Title I, Part A funds, Lazear Charter Academy has agreed to meet all of the programmatic, fiscal and other regulatory requirements of the No Child Left Behind Act and other applicable federal grant programs. Lazear Charter Academy agrees that it will keep and make available to the District any documentation necessary to demonstrate compliance with the requirements of the No Child Left Behind Act and other applicable federal programs, including, but not limited to, documentation related to required parental notifications, appropriate credentialing of teaching and paraprofessional staff, where applicable, or any other mandated federal program requirement. The mandated requirements of NCLB include, but are not the limited to, the following:</i></p> <ul style="list-style-type: none"> • <i>Notify parents at the beginning of each school year of their "right to know" the professional qualifications of their child's classroom teacher including a timely notice to each individual parent that the parent's child has been assigned, or taught for four or more consecutive weeks by, a teacher who is not highly qualified.</i> • <i>Develop jointly with, and distribute to, parents of participating children, a school-parent compact.</i> • <i>Hold an annual Title I meeting for parents of participating Title I students.</i> • <i>Develop jointly with, agree on with, and distribute to, parents of participating children a written parent involvement policy.</i> <p><i>Lazear Charter Academy also understands that as part of its oversight of the school, the Office of Charter Schools may conduct program review of federal and state compliance issues."</i></p>
<p><u>Facilities</u></p>	<p>Page 147</p>	<p>Add the following text and remove any text to the contrary:</p> <p><i>"If Lazear Charter Academy fails to submit a certificate of occupancy or other valid documentation to the District verifying that the intended facility in which the school will operate complies with Education Code Section 47610, not less than 30 days before the school is scheduled to begin operation pursuant to the first year of this renewal term, it</i></p>

		<p>may not commence operations unless an exception is made by the Office of Charter Schools and/or the local planning department or equivalent agency. If Lazear Charter Academy moves or expands to another facility during the term of this charter, Lazear Charter Academy Education for Change shall provide a certificate of occupancy or other valid documentation to the District verifying that the intended facility in which the school will operate complies with Education Code Section 47610, to the District for each facility at least 30 days before school is scheduled to begin operations in the facility or facilities. Lazear Charter Academy shall not begin operation in any location for which it has failed to timely provide a certificate of occupancy to the District, unless an exception is made by the Office of Charter Schools and/or the local planning department or equivalent agency.</p> <p>Notwithstanding any language to the contrary in this charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process.”</p>
<u>District Fee for Oversight</u>	Page 123	<p>Add the following text and remove any text to the contrary:</p> <p><i>“The District may charge for the actual costs of supervisory oversight of Lazear Charter Academy not to exceed 1% of the charter school’s revenue, or the District may charge for the actual costs of supervisory oversight of the Charter School not to exceed 3% if Lazear Charter Academy is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum supervisory oversight fee allowed under the law as it may change from time to time.”</i></p>
<u>Miscellaneous Charter-Related Issues</u>	Page 148	<p>Add the following text and remove any text to the contrary:</p> <p><i>“Lazear Charter Academy must submit its renewal petition to the Office of Charter Schools no earlier than 270 days before the charter is due to expire unless otherwise agreed by the Office of Charter Schools...”</i></p>
<u>Miscellaneous Charter-Related Issues</u>	Page 148	<p>Add the following text and remove any text to the contrary:</p> <p><i>“The District may revoke the charter of Lazear Charter Academy in accordance with Education Code Section 47607.any successor provisions to section 47607, or other statutory provisions, if enacted after the date of the charter, regarding the revocation of charters.</i></p>

<p><u>Impact on Charter Authorizer</u></p>	<p>Page 123</p>	<p>In order to ensure the necessary oversight and review of mandated reports for which the authorizer must determine fiscal health and sustainability, the following schedule of reporting deadline to the District will apply each year of the term of this charter;</p> <ul style="list-style-type: none"> ○ September 1 – Final Unaudited Financial Report for Prior Year ○ December 1 – Final Audited Financial Report for Prior Year ○ December 1 – First Interim Financial Report for Current Year ○ March 1 – Second Interim Financial Report for Current Year ○ June 15 – Preliminary Budget for Subsequent Year
<p><u>Impact on Charter Authorizer</u></p>	<p>Page 145</p>	<p><u>Add the following text and remove any text to the contrary:</u></p> <p><i>“Lazear Charter Academy agrees to observe and abide by the following terms and conditions as a requirement for receiving and maintaining their charter authorization:</i></p> <ul style="list-style-type: none"> • <i>Lazear Charter Academy is subject to District oversight.</i> • <i>The District’s statutory oversight responsibility continues throughout the life of the charter and requires that it, among other things, monitor the fiscal condition of Lazear Charter Academy.</i> • <i>The District is authorized to revoke this charter for, among other reasons, the failure of Lazear Charter Academy to meet generally accepted accounting principles or if it engages in fiscal mismanagement in accordance with Education Code Section 47607.</i> <p><i>Accordingly, the District hereby reserves the right, at District cost, pursuant to its oversight responsibility, to audit Lazear Charter Academy books, records, data, processes and procedures through the Office of Charter Schools or other means. The audit may include, but is not limited to, the following areas:</i></p> <ul style="list-style-type: none"> • <i>Compliance with terms and conditions prescribed in the charter,</i> • <i>Internal controls, both financial and operational in nature,</i>

		<ul style="list-style-type: none"> • <i>The accuracy, recording and/or reporting of school financial information,</i> • <i>The school's debt structure,</i> • <i>Governance policies, procedures and history,</i> • <i>The recording and reporting of attendance data,</i> • <i>The school's enrollment process, suspension and expulsion procedures, and parent involvement practices,</i> • <i>Compliance with safety plans and procedures, and</i> • <i>Compliance with applicable grant requirements.</i> <p><i>Lazear Charter Academy shall cooperate fully with such audits and to make available any and all records necessary for the performance of the audit upon 30 day's notice to Lazear Charter Academy. When 30 days notice may defeat the purpose of the audit, the District may conduct the audit upon 24 hour's notice.</i></p> <p><i>In addition, if an allegation of waste, fraud or abuse related to Lazear Charter Academy operations is received by the District, the Lazear Charter Academy shall be expected to cooperate with any investigation undertaken by the Office of Charter Schools, at District cost. This obligation for the District to pay for an audit only applies if the audit requested is specifically requested by the District and is not otherwise required to be completed by Lazear Charter Academy by law or charter provisions."</i></p>
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