

LEGISLATIVE FILE

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By [Signature]

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Superintendent

September 14, 2011

TO: Board of Education

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

SUBJECT: Prop. 39 Facilities Use Agreement for 2011-2012 School Year

ACTION REQUESTED:

Approve the proposed Facilities Use Agreement to be made between Oakland Unified School District and Community School for Creative Education under the Proposition 39 statute, wherein charter schools are granted the right to request facilities allocations from the school district in which they reside, commensurate with the in-district ADA of the charter school.

SUMMARY:

Following a period of final offer and acceptance of facility use as required under state statute; staff recommends the approval of the final Facilities Use Agreement under Proposition 39, as outlined in the attached agreement with the specific facility space allocation and fees shown in the exhibits.

Each Proposition 39 application submitted pursuant to statute requirements was evaluated to determine the specific facilities needs that the District was obligated to meet. To the extent possible, OUSD attempted to match charter school facility requests with space available, based on the compatibility of the following features:

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

The facilities charge in the Facilities Use Agreement is established at \$3.27 per square foot, per year, based on an analysis by Facilities Counsel and the Chief Financial Officer as to the applicable costs associated with the statute.

The attached agreement and its exhibits outline the total square footage and teaching stations to be provided under Proposition 39. It also identifies the specific space to be used by the charter school for the period required by statute.

BACKGROUND:

Under the California Education Code Section 47614, *“Each school district shall make available, to each charter school operating in the school district, facilities sufficient for the charter school to accommodate all of the charter school’s in-district students in conditions reasonably equivalent to those in which the students would have been accommodated if they were attending other public schools of the district.”*

Under this statute, the District is obligated to provide facilities to requesting charter schools operating within Oakland Unified attendance boundaries. The period for which these facilities will be provided for use by the requesting charter school is one academic school year only: 2011-2012. The requesting charter school may submit a subsequent Prop. 39 facilities request for the ensuing school years, pursuant to the requirements of the statute and applicable legislation, which will then be evaluated within the context of the District’s continued capacity to provide such facilities.

RECOMMENDATION:

It is the recommendation of staff to approve the proposed Facilities Use Agreement between the Oakland Unified School District and Community School for Creative Education under Proposition 39 as outlined in the attached agreement.



**PROPOSITION 39 CHARTER FACILITIES USE AGREEMENT
BY AND BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND
COMMUNITY SCHOOL FOR CREATIVE EDUCATION**

THIS AGREEMENT ("Agreement") is made this 14th day of September, 2011, by and between the Oakland Unified School District, a public school district organized and existing under the laws of the State of California ("District") and Community School for Creative Education, a California public charter school ("Charter School"). The District and the Charter School are collectively referred to as "the parties."

RECITALS

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

WHEREAS, pursuant to the requirements of California Education Code section 47614 and its implementing regulations (also known as "Proposition 39"), the Charter School has made a written request for facilities for the 2011-2012 school year, a true and correct copy of which is attached as Exhibit A and hereby incorporated by reference; and

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

WHEREAS, the parties desire to set forth the terms and conditions pursuant to which the Charter School will occupy classrooms and use facilities (the "Dedicated Space") at the District's Howard Elementary School Campus (the "Site"), located at 8755 Fontaine Street, Oakland, CA 94605, sharing the Site with the Howard Elementary School (the "District School"), commencing with the 2011-2012 school year. See facilities offer, Exhibit B, for a detailed description of the Dedicated Space.

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

Section 1. Use of Dedicated Space.

The District agrees to allow the Charter School exclusive use of the Dedicated Space (see Exhibit B), for the sole purpose of operating the Charter School educational program in



OFFICE OF CHARTER SCHOOLS

accordance with the Charter School's charter. The Charter School's right to exclusive use of the Dedicated Space shall commence on July 1, 2011 and shall expire on June 30, 2012 unless otherwise agreed by the parties in writing. Upon the termination of this Agreement, the right to exclusive use and occupation of the Dedicated Space and the facilities and equipment thereon shall revert to the District subject, to the parties' negotiation of a successor Agreement, if necessary, containing the terms of the District's provision of facilities to the Charter School in accordance with the provisions of Proposition 39. As titleholder to the Dedicated Space and the facilities and equipment located thereon, the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including, but not limited to, use of such Dedicated Space, facilities and equipment for District services.

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

Although the Charter School shall have the exclusive use of the Dedicated Space, District with the prior consent of Charter School, 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 38131et seq.) If Charter School authorizes access to the Dedicated Space pursuant to the Civic Center Act, Charter School assumes the risk of loss or damage to property as a result of that access.

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

Pursuant to the requirements of Proposition 39, the allocation of space as set forth in this Section is based upon an assumption of 226 in-district classroom ADA for the 2011-2012 school year. Future requests for additional facilities based on enrollment increases may be made in the manner specified in Section 11969.9 of the Proposition 39 regulations (Cal. Code Regs., Tit. 5, § 11969.9.)

The parties agree that the provision of facilities pursuant to this Agreement constitutes full and complete satisfaction of the District's obligation to provide facilities to Charter School under Proposition 39 for the 2011-2012 school year.

Section 2. Shared Space.



OFFICE OF CHARTER SCHOOLS

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 their designated purposes. The Parties acknowledge and agree that the District has certain obligations to deliver Deferred Maintenance to the Site in exchange for Charter School’s Pro Rata Share Charge payments. 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 6. Reimbursement.

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

Section 7. Modernization.

In the event that the District designates matching facilities funds for the facility and begins modernizing the facility, the District and the Charter School will meet to discuss the issue of modernization for the Site and impact on the Charter School’s occupancy.

Section 8. Fees and Payment.

DEFINITION OF PRO RATA SHARE CHARGE. The Parties acknowledge and agree that the District may not, pursuant to California law, charge Charter School rent in exchange for its use of the Dedicated Space; provided, however, that the District shall have the right to charge the Charter School an annual fee for use of the Dedicated Space consistent with Education Code section 47614(b) (the “Pro Rata Share Charge”). In exchange for payment of the Pro Rata Share Charge by Charter School, the District shall perform Deferred Maintenance upon the Dedicated



OFFICE OF CHARTER SCHOOLS

Space for the benefit of Charter School. In charging the Pro Rata Share Charge the District shall not charge the higher oversight fee under Education Code section 47613.

CALCULATION OF PRO RATA SHARE CHARGE. The Pro Rata Share Charge shall be calculated in accordance with Title 5 CCR section 11969.7. When determining Charter School's facilities costs, Charter School shall only be responsible for facilities payments for those types of facilities spaces used in the District's calculation of the Pro Rata Share Charge. If the Charter School shares the Site, the Charter School shall only be charged the Pro Rata Share Charge on the Charter School Shared Space on a percentage of its usage of the shared premises. The Pro Rata Share Charge shall be determined by calculating the actual square footage of the Dedicated Space and the percentage of its usage of the Shared Space. Calculation of square footage and percentage of Shared Space is provided in Exhibit D hereto. The Charter School will not be charged a Pro Rata Share Charge for the Site that it does not use, but may be charged a proportional Pro Rata Share Charge for shared space needed for the overall operation of the campus as set forth in Title 5 CCR section 11969.7(c).

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

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

The Charter School may choose to prepay any of the installment payments without incurring a prepayment penalty from the District. Charter School payments of undisputed amounts that are more than 30 calendar days late arriving at the District will incur a one (1%) percent per month interest charge on the balance. The District will deduct from subsequent transfer payments payable to the Charter School any undisputed scheduled payment amount due from this Agreement, plus interest charges, that is more than 60 calendar days past due.

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

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



OFFICE OF CHARTER SCHOOLS

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

Section 9. Utilities and Custodial Services.

The Charter School shall be solely responsible for the cost of all utilities used or consumed by the Charter School on the Site, including charges for electricity, natural gas, water, sewer, waste disposal, telephone and internet connectivity. With respect to internet connectivity, if feasible, the Charter School may assume use of the pre-existing T-1 line and transfer billing for the use of such line over to the Charter School. The Charter School shall obtain its own internet service and telephone provider and shall assume sole responsibility for upkeep and maintenance of all telephone systems, data lines, and related equipment, software and hardware. For costs of electricity, natural gas, water, sewer and waste disposal for the current year, the Charter School will be charged a fee equal to its percentage of the Site use times the total Site utilities costs billed to the District for the prior fiscal year. The percentage of the Site use shall be calculated based on the square footage of the Designated Space plus the Charter School's proportional use of Shared Space, as shown in Exhibit D. Such charges are to be paid according to the same billing cycle as for the pro rata fee.

Custodial service for the Site shall be provided by the District, unless otherwise agreed by the Parties. For the costs of custodial service, the Charter School will be charged a fee equal to its percentage of its Site use times the total charge for custodial services made to the Site through the District's budget system. The percentage of the Site use shall be calculated based on the square footage of the Designated Space plus the Charter School's proportional use of Shared Space, as shown in Exhibit D. Such charges are to be paid according to the same billing cycle as for the pro rata fee.

Section 10. Installation of Improvements.

IMPROVEMENTS: During the Term of this Agreement, the Charter School has no right to make alterations, additions, or improvements to the Site, which shall include modular classrooms, ("Improvements") ,without the prior written consent of the District, and if required, the Division of the State Architect. The Charter School may submit a request to make Improvements to the Site and the District agrees to act upon a timely and complete request by the Charter School within thirty (30) days. If the District fails to provide a response to the Charter School within thirty (30) days regarding any such timely and complete request, the



OFFICE OF CHARTER SCHOOLS

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 the Charter School with respect to the construction or installation of Improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of Improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable to charter schools. 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: The Charter School may install signage at the Site including one sign at the Charter School's main entrance stating the charter school name and other pertinent information, 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 Site in order to erect such signage. Such signage shall be in compliance with any District standards previously made available to Charter School and Charter School'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. The Charter School may place additional signs on the property with prior District approval.

Section 11. Condition of Property.

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

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Dedicated Space due to the Charter School's use and occupancy thereof, the Charter



OFFICE OF CHARTER SCHOOLS

School, at its expense, shall be obligated to clean all the property affected, to the satisfaction of the District and any governmental agencies having jurisdiction over the Dedicated Space.

Section 12. 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 13. Fingerprinting.

The Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1. Verification of compliance with the aforementioned fingerprinting and criminal background investigation requirements shall be provided in writing to the District prior to each individual's commencement of employment or participation in any activity of the Charter School on the Dedicated Space and prior to permitting contact with District pupils.

Section 14. Insurance.

CHARTER SCHOOL INSURANCE. Charter School, at Charter School's 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 Site and Dedicated Space, if any, and the operations of or on behalf of the Charter School in, on or about the Site, 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 the Charter School. The policy shall be endorsed to name the Oakland Unified School District and the Board of Education of the City of Oakland 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 the Charter School'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 the Charter School.

(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 the Charter School's trade



OFFICE OF CHARTER SCHOOLS

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 Charter School's employees and who handle, process, or otherwise have responsibility for Charter School's 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 Charter School shall be written by responsible insurance companies authorized to do business in the State of California. Any such insurance required of the Charter School hereunder may be furnished by the Charter School 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 the Charter School is given the right to possession of the Site. In addition, the District and the Board of Education of the City of Oakland shall be named as an additional insured on the liability policies and a loss payee on the property coverages for the Site. The District may, at any time and from time to time, upon reasonable notice to the Charter School and at no cost to the Charter School, 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 the Charter School under this Agreement.

FAILURE TO OBTAIN INSURANCE. If the Charter School 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 the Charter School, perform such obligations on behalf of the Charter School, 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 Charter School to the District. Charter School 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



OFFICE OF CHARTER SCHOOLS

and personal, including the structures on the Site and any District-owned personal property) in amounts equal to that which would be in place if the Site were occupied by another school of the District. For services provided by the District to the Charter School, 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 15. Indemnification.

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

The District shall indemnify, hold harmless, and defend the Charter School, 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 the Charter School, 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 the Charter School, 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 the Charter School, resulting from or arising out of the sole negligence or willful malfeasance of the Charter School, its trustees, officers, employees and agents or any person or entity not subject to the District's control and supervision.

Section 16. Access.



OFFICE OF CHARTER SCHOOLS

The District and its authorized representatives shall have the right, after forty-eight (48) hours prior written notice to the Charter School, to enter the Site during normal business hours for the purpose of inspection and audit (“Inspection”); or to perform Deferred Maintenance in or on the Site. Nothing in this section shall prevent the District from entering the Site to address an emergency upon the Site nor shall this provision restrict the District’s authority to enter the Site without advanced notice to perform its general oversight responsibilities under the terms of Charter School’s 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 Site, or circumstances that risk further imminent damage or destruction to the Site, or otherwise jeopardizes the operation of the Site including, but not limited to, the safety and sanitary condition of the Site.

Section 17. Surrender of Dedicated Space.

Upon the termination date or other termination of this Agreement, the Charter School shall peaceably quit and surrender to the District the Dedicated Space together with the Charter School improvements and all alterations approved by the District in good order and condition, except for normal wear and tear after the Charter School’s having made the last necessary repair required on its part under this Agreement, and further except for any portion of the Dedicated Space condemned and any damage and destruction for which the Charter School is not responsible hereunder.

Section 18. Holding Over.

Charter School shall surrender possession of the Site immediately upon the expiration of the term or earlier termination of this Agreement. Charter School will not be permitted to hold over possession of the Site 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. Any holdover by Charter School shall constitute a breach of this Agreement by Charter School 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, Charter School 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 the Charter School \$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; provided, however, that these hold over provisions shall not apply to those situations where Charter School previously made a timely and legally sufficient request under Prop. 39 for the school year to commence after the last day of the term of this Agreement, the District made a facilities offer and Charter School accepted, and there is a delay in the delivery of the facilities.



Section 19. Liens.

Charter School shall not suffer or permit any liens to stand against the Site, 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 the Charter School any such lien shall at any time be filed against the Site, the Charter School shall provide written notice thereof to the District as soon as notice of such lien or action comes to the knowledge of the Charter School. The Charter School 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 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 the Charter School whose dealings gave rise to the lien and without releasing the Charter School 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.

Section 20. Damage and Destruction.

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

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

(2) If Charter School and the District determine that Charter School can safely continue its educational program from the Charter School Dedicated Space, Charter School may elect to continue the Use Agreement in effect; provided, that Charter School's Pro Rata Share Charge shall be adjusted proportionately for that portion of the Charter School Dedicated Space that Charter School cannot and relinquishes use of.

(3) Upon mutual agreement between the parties, Charter School 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 Charter School exercises such option, this Use Agreement shall continue in full force and effect but the



OFFICE OF CHARTER SCHOOLS

Pro Rata Share Charge and all other charges, expenses and fees shall be proportionately reduced as provided above.

(4) If this Use Agreement is terminated as provided above, the District shall house Charter School's entire program that was conducted at the Charter School Premises in a single facility for the remainder of the Charter School's planned school year. If the District cannot provide Charter School with a single facility, the District shall provide Charter School with classrooms sufficient to house the Charter School's entire program that was conducted at the Charter School Premises across multiple facilities or by temporary use of DSA compliant modular classrooms, as permitted by law, either on the Site 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 21. EMINENT DOMAIN

TERMINATION OF USE AGREEMENT. This Use Agreement shall terminate if all of the Charter School Dedicated Space is permanently taken under the power of eminent domain. If only a part of the Charter School Dedicated Space is permanently taken under the power of eminent domain, the District or Charter School may elect to terminate this Use Agreement 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 this Use Agreement, the Pro Rata Share Charge shall be proportionately reduced based on the portion of the Charter School Dedicated Space rendered unusable, and the District shall restore the Charter School Dedicated Space by constructing a demising wall deemed necessary by the District to separate the Charter School Dedicated Space from the portion permanently taken. In the event the District terminates this Use Agreement pursuant to this Section, the District shall make best efforts to house Charter School's entire program in a contiguous facility for the remainder of the Charter School's planned school year. If the District cannot house the Charter School's entire program in a single contiguous facility, the District shall make best efforts to provide Charter School with classrooms sufficient to house the Charter School's 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 Site, 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 Site. Nothing contained in this Article 15 shall be deemed to give the District any interest in or to require Charter School to assign to the District any separate award as designated by the condemning authority made to Charter School for (i) the taking of Charter School's personal property, (ii) interruption of or damage to Charter School's business, or (iii) amounts attributable to Charter School's relocation expenses.



TEMPORARY TAKING. No temporary taking of the Charter School Dedicated Space or any part of the Charter School Dedicated Space and/or of Charter School's rights to the Charter School Dedicated Space under this Use Agreement shall terminate this Use Agreement or give Charter School any right to any abatement of any payments owed to the District pursuant to this Use 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 Charter School's personal property, (ii) interruption of or damage to Charter School's business, or (iii) amounts attributable to Charter School's temporary relocation expenses.

Section 22. Charter School's Default; District's Remedies.

CHARTER SCHOOL'S DEFAULT. The occurrence of any one of the following events shall be considered a default of this Agreement by Charter School:

(1) The failure of Charter School to pay any charges or fees due and payable hereunder; provided, however, that 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 ten (10) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

(2) The failure of Charter School 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 Charter School with written notice of default and Charter School shall have ten (10) 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 Charter School 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 Charter School 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) Charter School's abandonment of the Charter Schools Dedicated Space for a period of thirty (30) consecutive days, it being agreed that the fact that any of Charter School's property remains in the Charter Schools Dedicated Space shall not be evidence that Charter School has not vacated or abandoned the Charter Schools Dedicated Space; provided, however, any normal school holidays including summer and inter-term breaks shall not constitute abandonment of the Charter Schools Dedicated Space;



OFFICE OF CHARTER SCHOOLS

(4) The making by Charter School of any general assignment or general arrangement for the benefit of creditors; the filing by or against Charter School of a petition to have Charter School 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 the Charter School's assets located at the Charter Schools Dedicated Space, or of Charter School's interest in this Agreement, where possession is not restored to Charter School within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Charter School's assets located at the Charter Schools Dedicated Space or of Charter School's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

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

DISTRICT'S REMEDIES. (1) In the event of any default by Charter School and if Charter School 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 Charter School with a ninety (90) day prior written notice of termination. Upon termination, the District may recover any damages proximately caused by Charter School'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), Charter School acknowledges that in the event Charter School has breached this Agreement and abandoned the Site, this Agreement shall continue in effect for so long as the District does not terminate Charter School's right to possession, and the District may enforce all its rights and remedies under this Agreement, including the right to recover the Pro Rata Share Charge as it becomes due under this Agreement and the reasonable costs incurred to preserve the property. Acts of maintenance or preservation of the Charter School 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 Charter School'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) In the event of any default by Charter School and if Charter School fails to cure such default within a the time period specified in this Agreement after receipt of written notice from the District of such default, the District shall also have the right, with or without terminating this Agreement, to enter the Charter School Premises or Charter School Shared Premises and remove all persons and personal property from the Site, such property being removed and stored in a public warehouse or elsewhere at Charter School's sole cost and expense. No removal by the District of any persons or property in the Site shall constitute an election to terminate this Agreement. Such an election to terminate may only be made by THE District in writing, or decreed by a court of competent jurisdiction. The District's right of entry shall include the right to remodel the Charter School Premises or Charter School Shared Premises and re-let the Charter School Premises or Charter School Shared Premises. Any payments made by Charter School or third party to whom the facilities are re-let shall be credited to the amounts owed by Charter School under this Agreement. No entry by the District shall prevent the District from later terminating this Agreement by written notice.

(4) If Charter School fails to perform any covenant or condition to be performed by Charter School within a the time period specified in this Agreement after Charter School received written notice of such failure from the District, the District may perform such covenant or condition at its option, after notice to Charter School. 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 Charter School in accordance with section 5.2 hereof. Any performance by the District of Charter School'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 Charter School under this Use Agreement shall be paid by Charter School to the District.

(5) 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.

Section 23. The District's Default; Charter School's Remedies.

DISTRICT'S DEFAULT. The District shall be considered in default of this Agreement for failure by the District to observe or perform any of its covenants or obligations hereunder which continue beyond the notice and cure period provided herein (except in the event of an emergency, in which case the District shall perform its obligations immediately). Charter School shall provide the District with written notice of default and the District shall have ten (10) business days to provide a response to Charter School either evidencing compliance with the terms of this Agreement or a plan to cure the default and a reasonable timeline acceptable to Charter School within which the District will diligently prosecute the same to completion. In no



OFFICE OF CHARTER SCHOOLS

event shall such default continue for more than ninety (90) days after written notice thereof by Charter School without prior written agreement by Charter School.

CHARTER SCHOOL'S REMEDIES. If the District fails to perform any covenant or condition to be performed by the District within the time period specified above, after the District received written notice of such failure from Charter School, Charter School shall have the right to withhold payment as its remedy for the District non-performance. In the event of an Emergency, Charter School has the right to perform such activity to mitigate the impact of the Emergency. All out-of-pocket, reasonable costs and expenses actually incurred by Charter School as a result of the District's failure to perform under this Use Agreement, in collecting payments due, or enforcing the obligations the District under this Use Agreement shall be paid by the District to Charter School within thirty (30) days of written demand therefor, or applied as a credit against the Pro Rate Charge.

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

Section 24. Capacity to Sign.

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

Section 25. Notice.

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

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

If to the School: Community School for Creative Education



8755 Fontaine Street
Oakland, CA 94605
Attn: School 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 26. Dispute Resolution.

Notwithstanding anything in this Agreement to the contrary, disputes between Charter School and the District regarding this Agreement, including, the alleged violation, misinterpretation, or misapplication of this Agreement, Proposition 39, or State Regulations 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 Charter School 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 Charter School 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



OFFICE OF CHARTER SCHOOLS

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 Charter School.

Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, 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 45 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.

Section 27. 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 28. 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 29. Entire Agreement of Parties.

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

Section 30. California Law.

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

Section 31. Attorneys' Fees.

If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit



OFFICE OF CHARTER SCHOOLS

and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.

Section 32. 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 33. Successors and Assigns.

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

Section 34. 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 35. 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.

Section 36. 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 37. Captions.



OFFICE OF CHARTER SCHOOLS

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

Section 38. Construction.

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

Section 39. 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 40. Incorporation of Recitals and Exhibits.

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

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

OAKLAND UNIFIED SCHOOL DISTRICT

[Handwritten signature of Gary Yee]

Gary Yee, President, Board of Education

9/15/11
Date

[Handwritten signature of Edgar Rakestraw, Jr.]

Edgar Rakestraw, Jr., Secretary, Board of Education

9/15/11
Date

APPROVED AS TO FORM:

[Handwritten signature of Cate Boskoff]

Cate Boskoff, OUSD Facility Counsel

7.6.11
Date

File ID Number: 11-2358
Introduction Date: 9-7-11
Enactment Number: 11-1770
Enactment Date: 9-14-11
Rv: *[Handwritten initials]*



OFFICE OF CHARTER SCHOOLS

CHARTER SCHOOL

By: Jide Okeya

Date: 10-4-2014

Title: Director



EXHIBIT D

Fees, Allocation, and Payment Schedule

Total Square Footage at Site	40,509
Charter School Dedicated Space plus Proportion of Shared Spaces	8,790
% of Site Use (based on teaching spaces)	28%

Pro Rata Charge for 2011-2012

Fee per square foot: \$3.27

Total chargeable square footage (above): 8,790

Total charge to Charter School: \$28,743

Utilities

% of Site Use: 28%

Prior year total utilities costs: \$ 58,913

Total charge to Charter School: \$16,496

Custodial Services

% of Site Use: 28%

Custodial charge to site: \$89,550

Total charge to Charter School: \$25,074

Payment Schedule

25% by October 1

25% by December 1

25% by April 1

25% by July 1

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Superintendent

March 23, 2011

Upon Restatement of Original Motion
(Staff Recommendation)

Legislative File

File ID No.: ~~110504~~

Introduction Date: 3-15-11

Enactment No.: ~~FAILED~~
Enactment Date: ~~AS AMENDED~~

[Signature]

File ID Number: 11-0734

Introduction Date: 3-23-11

Enactment Number: 11-0551

Enactment Date: 3-23-11

By: *[Signature]*

TO: Board of Education

FROM: *[Signature]*
Anthony Smith, Ph.D., Superintendent
Gail Ann Greely, Coordinator, Office of Charter Schools

SUBJECT: Proposition 39 - 2011-2012 School Year Offer(s) of District Facilities to Charter School(s) –
Community School for Creative Education

ACTION REQUESTED:

Adoption of Board of Education Resolution 1011-0141 - 2011-2012 School Year Offer(s) of District Facilities to Charter School(s) – Community School for Creative Education – Pursuant to Requirements of Proposition 39

SUMMARY:

Following a period of preliminary facility offer considerations, as required under state statute; staff recommends the approval of the Final Facilities Offer under Proposition 39; as outlined in the attached resolution with the specific facility space allocations included in the attached Final Facilities Offer Letter.

Each Proposition 39 application submitted pursuant to statute requirements was evaluated to determine the specific facilities needs under which the District is obligated to meet. To the extent possible, OUSD has attempted to match charter school facility requests with space available based on the compatibility of the following features:

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

Following a review of current projected use of District facilities for the academic school year 2011-2012, staff identified the facilities indicated in the attached resolution as the most appropriate and compliant facilities to commit as a Final Facilities Offer pursuant to the school's Proposition 39 facilities request. Statute requires that requesting charter schools receive Final Facility Use Offers by April 1, 2011 and in turn must respond to that offer no later than May 2, 2011. A declined offer finalizes the Proposition 39 Facilities Request process. Should a Final Facilities Offer be accepted, it will be contingent on the terms of the facility use agreement, as well as the expectations established for the equitable sharing of facilities between the school site administrators.

The facility use rate under which the Final Facilities Offer will be made is established at a rate to be \$3.50 per square foot, per year, based on an analysis by Facilities Counsel and the CFO as to the applicable costs associated with statute.

The calculation of square footage allocation to be offered is based on a division of the total facility square footage by a divisor equal to the percentage of total classrooms within the facility being allocated to the charter school. The calculation of teaching stations (classrooms) to be offered to the requesting charter school applies the statute language where-in the determination must be made using "comparison schools" comprised of the *"school district-operated schools with similar grade levels that serve students living in the high school attendance area ... in which the largest number of students of the charter school reside. "*

The attached resolution outlines the total square footage and teaching stations to be included in the Final Facilities Offer under Proposition 39. The attached Final Facilities Letter includes specific space identified for consideration by each requesting school within the statutory timeframe.

BACKGROUND:

Under the California Education Code Section 47614; *"Each school district shall make available, to each charter school operating in the school district, facilities sufficient for the charter school to accommodate all of the charter school's in-district students in conditions reasonably equivalent to those in which the students would have been accommodated if they were attending other public schools of the district."*

Under this statute, the District is obligated to provide facilities to requesting charter schools operating within Oakland Unified attendance boundaries. These facilities offers, if accepted, will be followed by the establishment of a Facility Use Agreement which will define the scope of the facility use terms. The period under which these facilities will be offered by use of the requesting charter school is for **one academic school year only: 2011-2012**. The requesting charter school may submit a subsequent Prop. 39 facilities request for the ensuing school years, pursuant to the requirements of the statute and applicable legislation, which will then be evaluated within the context of the district's continued capacity to provide such facilities.

RECOMMENDATION:

It is the recommendation of staff to approve the proposed Final Facilities Offer to Community School for Creative Education under Proposition 39 as outlined in attached resolution.



OAKLAND UNIFIED SCHOOL DISTRICT

Office of the Superintendent

1025 Second Avenue, Room 301

Oakland, CA 94606

Phone (510) 879-8200

Fax (510) 879-8800

**RESOLUTION
OF THE
GOVERNING BOARD
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT**

Resolution No. 1011-0141

**Proposition 39 - 2011-2012 School Year Offer(s) of District Facilities to Charter School(s) -
Community School for Creative Education**

WHEREAS, Proposition 39 – School Facilities, adopted by California voters on November 7, 2000, requires a local K-12 school district under specified circumstances to make available District facilities to Charter Schools; and,

WHEREAS, the District has received such a request pursuant to statutory requirements from one or more Charter Schools for the 2011-2012 school year; and,

WHEREAS, District staff has evaluated the requests and has attempted to match charter school facility requirements with available space, if any, within the District; and,

WHEREAS, District staff specifically has attempted to match charter school facility requests with available space based on the compatibility of the following features:

- The quantity of classroom space statutorily required to be provided and the excess classroom space available;
- The grades served by each program when programs are co-located;
- The school program and the site; and,
- The location requested and the location available; and

WHEREAS, District staff based on the foregoing and a current projected use of District facilities for the 2011-2012 School Year, has identified facilities that are appropriate and compliant with the requirements of Proposition 39 to make available to Charter Schools; and,

WHEREAS, the District is presently required under statute to make such a Final Facility Offer not later than April 1, 2011; and,

WHEREAS, offers made under Proposition 39 must be responded to by the charter school within 30 calendar days of the date at which the offer is made, no later than May 2, 2011; and,

WHEREAS, District staff has developed a preliminary Facility Use Agreement that will be required to come before the Governing Board of the District for final approval, should the Facility Offer be accepted by the charter school; and,

WHEREAS, the facility use rate associated with the facility offer proposed here-in considers all applicable costs that may be included in the pro rata facility use rate under statute, and has been reviewed by District legal counsel to ensure alignment with said statute; and,

WHEREAS, the Final Facility Offer detailed herein is for a period of one year only, the 2011-2012 School Year; and,

WHEREAS, the Final Facility Offer letter attached herein includes the following information, limited to those areas required under statute, per District counsel advice;

- The teaching and non-teaching space to be offered for exclusive use and teaching and non-teaching space to be shared
- The arrangements for shared space
- The in-District classroom ADA assumptions for the charter school
- Pro rata share amount and payment schedule; and,

NOW, THEREFORE, BE IT RESOLVED, the District hereby makes said offers, summarized herein, as follows for the 2011-2012 School Year to the Charter School named below:

<p>Community School for Creative Education K-3 (2011-12)</p>	<p><u>ENROLLMENT:</u> In-District ADA: 95</p>	<p><u>RATIO:</u> Ratio applied to in-district enrollment based on an evaluation of equivalent facility allocation to comparison district school students: 1:14.26</p>	<p><u>TEACHING STATION ALLOCATION:</u> Total teaching station allocation: 7 teaching stations</p>
<p><u>FINAL FACILITIES OFFER:</u> Howard Elementary School (see map)</p> <ul style="list-style-type: none"> - Six (6) teaching stations identified on the attached map - One (1) portable teaching stations identified within the attached map available for use for non-classroom purposes - Shared access to shared spaces 	<p><u>PRO RATA SHARE FACILITY USE RATE:</u> Total Square Footage of exclusive use and prorated shared use of the Facility space included in Final Offer:</p> <p>11, 283 sq ft (calculated based on exclusive use and percentage of shared use space)</p> <p>Annual Facility Use Rate \$3.50 per square foot, per year.</p> <p>Total Facility Use Rate pursuant to this offer: \$39,491</p>	<p><u>SHARED ACCESS TO SHARED SPACE:</u> Final Facilities Offer to include shared use of the multi-purpose room/cafeteria, and athletic fields commensurate with the percentage of total facility space allocated for exclusive use by the charter school (see map).</p>	

BE IT FURTHER RESOLVED that any such offer accepted not later than May 2, 2011 by Charter School shall be formalized by a mutually approved Facility Use Agreement between the District and the Charter School.

Passed by the following vote:

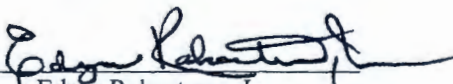
AYES: David Kakishiba, Jumoke Hodge, Noel Gallo and Christopher Dobbins

NOES: Alice Spearman and Acting President Jody London

ABSTAINED: None

ABSENT: President Gary Yee

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted at a Regular Meeting of the Governing Board of the Oakland Unified School District held March 23, 2011.


Edgar Rakestraw, Jr.
Secretary, Board of Education

**Upon Restatement of Original Motion
(Staff Recommendation)**

File ID Number: 11-0594
Introduction Date: 3-15-11
Enactment Number: FAILED
Enactment Date: AS AMENDED
By: JS

File ID Number: 11-0734
Introduction Date: 3-23-11
Enactment Number: 11-0551
Enactment Date: 3-23-11
By: JS



OFFICE OF CHARTER SCHOOLS

March 23, 2011

Ida Oberman
Community School for Creative Education
516 Taylor Avenue
Alameda, CA 94501

**Certified Mail &
Fax**

**RE: Proposition 39 Final Facility Offer
Howard Elementary Campus – 8755 Fontaine Street, Oakland, CA 94605**

Dear Ida Oberman :

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

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

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

On February 1, 2011, the District provided your charter school a Proposition 39 preliminary facility offer to occupy space for one year only at Garfield Elementary School, as required by the California Code of Regulations, Title 5. Education, Division 1. California Department of Education, Chapter 11. Special Programs, Subchapter 19, Charter Schools, Article 3. Facilities for Charter Schools, Section 11969.9 (5 CCR s 11969.9 Cal. Admin. Code Tit. 5, s 11969.9). Following this offer, District staff became aware of facilities changes at Garfield Elementary that had reduced the number of available classroom spaces. As a result, it was no longer feasible to offer sufficient space to the charter school at the Garfield campus. The next closest elementary campus to the location requested by the charter school that had a sufficient number of available classrooms is Howard Elementary.

This letter constitutes a Final Offer of facility space as required by the California Code of Regulations, Title 5. Education, Division 1. California Department of Education, Chapter 11. Special Programs, Subchapter 19, Charter Schools, Article 3. Facilities for Charter Schools, Section 11969.9 (5 CCR s 11969.9 Cal. Admin. Code tit. 5, s 11969.9).



RESPONSE TO CHARTER SCHOOL CONCERNS OR COUNTER-PROPOSAL

As described in 5 CCR §11969.9(g), the charter school responded in writing to the District's preliminary facilities proposal. The following constitutes the District's response to the charter school's concerns and/or counter proposals.

The charter school asked to ensure that the number of teaching stations allocated in the final offer be equivalent in number to those in the preliminary offer, and that the rooms be contiguous within the campus. This final offer does include the same number of teaching stations as the preliminary, and the classrooms are contiguous.

The charter school inquires about sharing arrangements. As described in this final offer, the sharing arrangements will be developed during the process of finalize the Facilities Use Agreement (FUA).

The charter school seeks assurance that the District will not charge oversight fees in excess of 1%, in addition to the pro rata facilities charge. The District will comply with state regulations and so limit oversight charges.

The charter school has requested a site visit of the location included in the final offer. A visit will be arranged with the school site leadership.

The charter school has identified several concerns related to the content of the proposed Facilities Use Agreement. These will be addressed in the course of District staff's negotiation of the final FUA with the charter school.

The charter school raises questions and concerns related to the amount of the pro rata share fee included in the preliminary offer. The school asks for confirmation that the square footage identified in the preliminary offer as the basis for the pro rata charge includes only space allocated by the school district to the charter school. In fact, it includes a portion of shared space, calculated in a manner consistent with the regulations implementing Prop. 39 at 5 CCR 11969.7(c):

"Space allocated by the school district to the charter school" shall include a portion of shared space where a charter school shares a campus with a school district-operated program. Shared space includes, but is not limited to, those facilities needed for the overall operation of the campus, whether or not used by students. The portion of the shared space to be included in the "space allocated by the school district to the charter school" shall be calculated based on the amount of space allocated for the exclusive use of the charter school compared to the amount of space allocated to the exclusive use of the school-district-operated program.

The final offer employs the same methodology and results in an square footage of 11,283, a fee of \$3.50 per square foot and a total cost of \$39,491.



OFFICE OF CHARTER SCHOOLS

The charter school also questions the calculation of the pro rata charge on three bases. The school challenges the inclusion of costs for "RRMA transfer from UR to resource 8150" in the calculation of the pro rata charge. The inclusion of these costs is supported by the Proposition 39 regulations (5 CCR 11969.7(a)(1)), which specifically allow the inclusion of "contributions from unrestricted general fund revenues to the school district's Ongoing and Major Maintenance Account (Education Code section 17070.75), Routine Restricted Maintenance Account (Education Code section 17014), and/or deferred maintenance fund." (Full text of the section is found below.)

The charter school also challenges the inclusion of debt service, specifically Emergency Apportionment State Loans, in the calculation. The District has included the debt service on two Emergency Apportionment State Loans in its cost calculation in reliance on the language of Proposition 39 (Ed Code §47614(b)(1)) and implementing regulations at 5 CCR §11969.7, which reads as follows:

§ 11969.7. Charges for Facilities Costs.

If the school district charges the charter school a pro rata share of its facilities costs for the use of the facilities, the pro rata share shall not exceed (1) a per-square-foot amount equal to those school district facilities costs that the school district pays for with unrestricted revenues from the district's general fund, as defined in sections 11969.2(f) and (g) and hereinafter referred to as "unrestricted general fund revenues," divided by the total space of the school district times (2) the amount of space allocated by the school district to the charter school. The following provisions shall apply to the calculation of the pro rata share of facilities costs:

(a) For purposes of this section, facilities costs that the school district pays with unrestricted general fund revenues includes those costs associated with plant maintenance and operations, facilities acquisition and construction, and facilities rents and leases, as defined in section 11969.2(h). For purposes of this section, facilities costs also includes:

- (1) contributions from unrestricted general fund revenues to the school district's Ongoing and Major Maintenance Account (Education Code section 17070.75), Routine Restricted Maintenance Account (Education Code section 17014), and/or deferred maintenance fund,
- (2) costs paid from unrestricted general fund revenues for projects eligible for funding but not funded from the deferred maintenance fund, and
- (3) costs paid from unrestricted general fund revenue for replacement of facilities-related furnishings and equipment, that have not been included in paragraphs (1) and (2), according to school district schedules and practices.

For purposes of this subdivision, facilities costs do not include any costs that are paid by the charter school, including, but not limited to, costs associated with ongoing operations and maintenance and the costs of any tangible items adjusted in keeping with a customary depreciation schedule for each item.

(b) For purposes of this section, the cost of facilities shall include debt service costs. [emphasis supplied]

(c) "Space allocated by the school district to the charter school" shall include a portion of shared space where a charter school shares a campus with a school district-operated program. Shared space includes, but is not limited to, those facilities needed for the overall operation of the campus, whether



OFFICE OF CHARTER SCHOOLS

or not used by students. The portion of the shared space to be included in the "space allocated by the school district to the charter school" shall be calculated based on the amount of space allocated for the exclusive use of the charter school compared to the amount of space allocated to the exclusive use of the school-district-operated program.

The charter school also notes that the District's contributions to maintenance may change as a result of changes to state funding requirements. 5 CCR §11969.7(d) requires that, "The per-square-foot charge shall be determined using actual facilities costs in the year preceding the fiscal year in which facilities are provided and the largest amount of total space of the school district at any time during the year preceding the fiscal year in which facilities are provided." The calculations will therefore be adjusted to reflect 2010-2011 fiscal year costs.



**2011-2012 Proposition 39 Final Facility Offer
From Oakland Unified School District
To Community School for Creative Education
For the 2011-2012 School Year Only**

- Exclusive use of seven [7] classrooms at Howard Elementary Campus – 8755 Fontaine Street, Oakland, CA 94605, available for classroom and/or administrative use
- Shared use of the multi-purpose room/cafeteria, outdoor space, and parking.

This offer is based on an in-district classroom ADA assumption of 95 students in grades K-3 at Community School for Creative Education.

The District and the charter school shall negotiate a Facilities Use Agreement regarding use of and payment for the space. The agreement shall contain: for shared space, the arrangements for sharing; specific location(s) of the space; all conditions pertaining to the space; the pro rata share amount; and the payment schedule.

The space allocated by the school district will be furnished with desks and chairs, equipped with whiteboards, and available for occupancy by the charter school seven days prior to the charter school's first day of instruction in 2011-2012.

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

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

ANNUAL PRO RATA SHARE & PAY SCHEDULE

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

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



OFFICE OF CHARTER SCHOOLS

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

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

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

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

RESPONSE

The charter school must notify the school district in writing whether or not it intends to occupy the offered space. This notification must occur by 5:00 p.m., **Monday, May 2, 2011** which is 30 days after District notification. The charter school's notification can be withdrawn or modified before this deadline as the District and charter school negotiate terms of the Facilities Use Agreement. After the deadline, if the charter school has notified the District that it intends to occupy the offered space, the charter school is committed to paying the pro rata share amount as identified. If the charter school does not notify the District by this deadline that it intends to occupy the offered space, then the space shall remain available for school district programs and the charter school shall not be entitled to use facilities of the school district in 2011-2012.

Respond to this final facility offer by fax, mail, or personal delivery, to be **received by 5:00 p.m., Monday, May 2, 2011** at the following address:

Oakland Unified School District
Office of Charter Schools
Attention: Gail Greely

MAIL or DELIVERY:

Tilden School
4551 Steele Street, Rm. 11
Oakland, CA 94619

FAX

510-482-6774



OFFICE OF CHARTER SCHOOLS

Please do not contact the principal currently operating at the site. Contact the Office of Charter Schools to schedule a meeting with the District school's principal to discuss any co-location terms and conditions that would apply to the specific District site offered. These specific terms and conditions will be included in the Facilities Use Agreement.

If you would like to schedule a viewing the site or if you have any questions, please contact me at (510) 336-7571 or at Gail.Greely@ousd.k12.ca.us.

Sincerely,

Gail Greely
Office of Charter Schools, Coordinator

Cc: Jacqueline Minor, OUSD General Counsel
Cate Boskoff, OUSD Facilities Counsel
Dr. Anthony Smith, Superintendent
Timothy White, Assistant Superintendent, Facilities, Planning & Management
Tadashi Nakadegawa, Director of Facilities Management
David Montes, Director of Quality Community Schools Development Group
Kimi Kean, Executive Officer, PK-8 Region 3

Enclosure



① FIRST FLOOR PLAN
1" = 60'-0"

A4E
 46 SMITH ALLEY, SUITE 200
 PASADENA, CALIFORNIA 91103
 626-356-4080
 626-356-3080 F
 www.architect4e.com

OAKLAND UNIFIED SCHOOL DISTRICT

HOWARD ELEMENTARY SCHOOL
 8755 FONTAINE STREET
 OAKLAND, CA 94605-4141

DATE:	05/09/05
JOB NUMBER:	A-0303-01-1
SCALE:	1" = 60'-0"
SHEET:	6



Community School for Creative Education

October 29, 2010

Hand Delivered

Office of Charter Schools
Oakland Unified School District
4551 Steele Street, Room 11
Oakland, CA 94619

RE: Request for Proposition 39 Facilities for 2011-12 School Year (Education Code 47614)

Dear Superintendent Tony Smith,

The *Community School for Creative Education* ("CSCE") on June 22, 2010, received a provisional approval for a charter from the Alameda Office of Education to operate a K - 8 charter school that partners with families and communities to serve the richly diverse students of Oakland, California. The school is committed to promoting equity in education by providing a rigorous academic program integrated into a culturally rich, arts-infused curriculum. Through nurturing the whole child – head, heart, and hands – our school prepares culturally competent, well-rounded, lifelong learners to lead, contribute to, and successfully participate in a rapidly changing multicultural society.

I am thus writing on behalf of CSCE to request reasonably equivalent school facilities from the District pursuant to Education Code Section 47614 (i.e., Proposition 39) and Title 5 of the California Code of Regulations ("CCR") Section 11969.1 through 11969.11, as amended ("Implementing Regulations").

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

The Proposition 39 Implementing Regulations, adopted by the State Board of Education ("SBE") on August 29, 2002, and amended on March 29, 2008, require CSCE to make an annual written request for facilities. Title 5 CCR Section 11969.9(c)(1) specifies the information that must be included in the annual facilities request. This request, along with the information submitted herewith, meets and exceeds the requirements of Education Code Section 47614 and the Implementing Regulations.

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

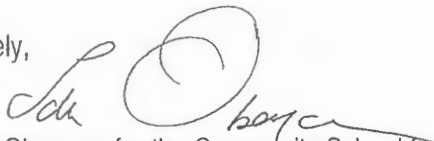
Dr. Ida Oberman
516 Taylor Ave
Alameda, CA 94501

510-517-0331

idaoberman@comcast.net

I appreciate your time and consideration of this request and I look forward to developing a mutually agreeable plan to meet the facilities needs of CSCE's in-District students.

Sincerely,



Dr. Ida Oberman for the Community School for Creative Education

Attachments:

1. Signed parental "Intent to Re/Enroll" Forms for all students for the request year
2. CSCE Recruitment Plan
3. Academic Calendar
4. Parents Signature List
5. Flyers for Parent Education Evening and Local Organizing Committee meeting for parents (see attachment 5)



OFFICE OF CHARTER SCHOOLS

REQUEST FOR FACILITIES FOR THE 2011-2012 SCHOOL YEAR UNDER EDUCATION CODE §47614 (Proposition 39)

- Facilities request will only be accepted if submitted on this form.¹
- Include only information requested on this form; please refrain from including extraneous information.
- Facilities request must be received by 5:00 pm on Monday, November 1, 2010.
- A new or proposed new charter school may make a facilities request only if it submitted its charter petition on or before November 1 of the fiscal year preceding the year for which facilities are requested, and only if it receives approval of the petition before March 15 of the fiscal year preceding the year for which facilities are requested.

Charter School Name: Community School for Creative Education

Office Use Only

Contact Information

Date Submitted:

Initials:

Name: Dr. Ida Oberman

Phone: 510-517-0331

Email: idaoberman@comcast.net

Fax:

Mailing Address: 516 Taylor Ave, Alameda, CA 94501

1. Please complete the following tables:

Table 1: Total ADA Projections

A	B	C	D
Grade Level	Actual Total Prior Year (P-2)	Projected Total Current Year	Projected Total Request Year
K			38
1			19
2			19
3			19
4			
5			
6			
7			
8			
9			
10			
11			
12			

¹ 5 CCR § 11969.9(c)(3) School districts may require the charter school to submit its facilities request containing the information specified in paragraphs (1) and (2) on...another form specified by the school district.



OFFICE OF CHARTER SCHOOLS

Total			95
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Table 2: Total In-District ADA Projections

A	B	C	D
Grade Level	Actual Total Prior Year (P-2)	Projected Total Current Year	Projected Total Request Year
K			38
1			19
2			19
3			19
4			
5			
6			
7			
8			
9			
10			
11			
12			
Total			95

The following is a list of the projected **in-District ADA** (from Table 2 above) by grade level and the District school the student would otherwise attend:

School Name/Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Ascend	23		2	1									
ICN / TCN	3			1									
Garfield	11												
Franklin	1												
Fruitvale	1		1										
Laurel	1												
Brookfield	2												
East Oakland Pride	2	1											
Greenleaf	7		1	11									
Santa Fe	1												
Bella Vista	1												
Bridges	1												
Lazear	13	1	1										
Cleveland	1												
Manzanita	3												
Reach	1												
Melrose	3												



OFFICE OF CHARTER SCHOOLS

Allendale	3																		
Horace Mann	2																		
Markham	1																		
Community United	4	11																	
Parker	2																		

2. Provide a description of the methodology used for the ADA estimates above. Title 5 CCR §11969.9, specify that a requesting charter school must determine a reasonable projection of the in-district average daily classroom attendance (ADA) for the applying school year.

Projected Average Daily Attendance (ADA)

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

CSCE's Governing Board has determined that a reasonable projection of CSCE's in-District average daily classroom attendance for the 2011-12 school year is 95. See above for a break down of CSCE's projected average daily attendance ("ADA") as required by 5 CCR Section 11969.9(c)(1). CSCE's ADA figures are based on the methodology outlined in the following section.

Please note:

- "Prior year" means the fiscal year prior to the year in which a facilities request is made. For this request, the prior year is 2009-10.
- "Current year" means the fiscal year in which a facilities request is made. For this request, the current year is 2010-11.
- "Request year" means the fiscal year for which facilities are being requested. For this request, the request year is 2011-12.

A description of the methodology used for the ADA estimates:

Over the past year we have held open houses, events, and conversations with parents of our prospective student body, demonstrating, explaining and answering questions about our educational approach. In June 2010 we held a summer program for 14 prospective students and anticipate all will enroll. 119 parents expressed an intention to enroll their children in our proposed school signed Intent to Enroll forms (see Attachment 1). The parents and other partners in attendance at our open houses signed our Parents Signature List (see Attachment 4). Using these forms, we were able to determine that there was sufficient real interest in opening CSCE. Drawing from these parent signatures and using our best effort, we were able to complete the tables showing how many students would be in each class and what schools within the district they would otherwise be attending. From the table showing the district schools the students would attend if not otherwise attending CSCE we have determined that we need to still enroll 7 first graders, 15 second graders, and 7 third graders by September 2011 to open with 100 students as stated in our budget and petition.

We are continuing to introduce the school's educational approach to the parents of prospective students within the San Antonio area of Oakland. We are visiting Child and Family Resource Centers, day care and Head Start facilities and hold open houses and events to further secure that our enrollment is met by in district students. Please see CSCE Recruitment Plan (see Attachment 2)

From state and district data for ADA we project a 95% ADA and this is reflected in our budget.



- 3. Provide documentation of the number of in-district students meaningfully interested in attending the charter school, if relevant. Attach as APPENDIX 1.** Title 5 CCR §11969.9(c)(1)(B)(C) state that the annual request must include a description of the methodology used in making the ADA projections and if relevant, documentation of the number of in-district students meaningfully interested in attending the charter school.

Supporting Documentation

Title 5 CCR Section 11969.9(c)(1)(C) requires the facilities request to include supporting documentation. The Implementing Regulations state that when a charter school is not yet open (i.e., not yet providing instruction) or to the extent an operating charter school projects a substantial increase in in-District ADA, the annual request must include documentation of the number of in-District students meaningfully interested in attending the Charter School. Please be advised that because CSCE is not yet open, we have attached and incorporated herein by reference the following supporting documentation that fully substantiates the reasonableness of our in-District ADA projections for the 2010-11 school year:

- (1) Signed parental "Intent to Re/Enroll" Forms for all students for the request year (see Attachment 1)
- (2) Recruitment Plan (see attachment 2)
- (3) Academic Calendar (see attachment 3)
- (4) Parents Signature List (see Attachment 4)
- (5) Flyers for Parent Education Evening and Local Organizing Committee meeting for parents (see attachment 5)

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

- 4. Provide description of the district school site and/or general geographic area in which the charter school wishes to locate.**

CSCE requests that the facility allocated by the District be located within the geographical boundaries of 27th Ave and Lakeshore, 880 Freeway and just below Highway 13, more specifically the area known as the San Antonio district, with a center point being San Antonio Park.

- 5. Provide information on the charter school's educational program that is relevant to the assignment of facilities.**

In order to fully implement our educational program, we will need, in addition to the classrooms and other reasonably equivalent facilities the District must allocate pursuant to Proposition 39, a garden spot, art room, play yard, indoor space for movement exercises and an assembly hall that can accommodate our entire student population. We will also need 70 square feet of office space. Please note that all other comparison schools include play space, Multi-purpose Room Space office space, and outdoor space, and thus the District must also allocate these spaces to CSCE pursuant to 5 CCR Section



OFFICE OF CHARTER SCHOOLS

11969.3. CSCE also requests a facility as close as possible to public transportation, which would best serve the school's population.

We plan to open in September 2011 with two kindergartens and a first, second and third grade, adding a grade a year as we grow to a K – 8 school.

We therefore will need a year round facility beginning in July 1, 2011.

6. Include a copy of the charter school's 2011-2012 operational calendar. Attach as APPENDIX 3.

Please see our CSCE Academic Calendar. (see attachment 3)

Andrea Torres ✓
 on file
 file

Date _____

Page # _____

LISTADO DE FIRMAS PARA LA INSCRIPCIÓN POTENCIAL DE SU HIJO COMO ESTUDIANTE EN LA ESCUELA COMUNITARIA DE LA EDUCACIÓN CREATIVA

APERTURA EL SEPTIEMBRE DEL 2011 K - 3^{er} GRADOS EN EL DISTRITO DE SAN ANTONIO DE OAKLAND, CA

Los peticionarios se enumeran a continuación certifica que son los padres interesados en inscribirse de manera significativa a sus hijos como estudiante(s) en la Escuela Comunitaria de la Educación Creativa (COMMUNITY SCHOOL FOR CREATIVE EDUCATION).

FAVOR DE ESCRIBIR CLARAMENTE

Nombres Del Padre / Madre	Nombre del Niño	Grado de Niño en Sept 2011	Numero del telefono Casa / Cell or Correo Electronico	Direccion	Firma	Fecha de firma	OUSD Escuela que su hijo asistiría
1 Elizabeth D.	yadira yanyra Yael G.	2 1 Headstar	510) 240-2298	1968 87th Ave.	Elizabeth D.	09/17/10	Eves Academy East Oakland
2 Gloria Mosqueda	Elizabeth	K	510) 472-7547	2556 01th Ave.	Gloria M.	9/17/10	Deerleaf FCS/TEN
3 Maria Rivera	Luis Angel A.	K	(510) 472-7547	1637-33AV.	Maria	17/10/10	De colores Ascend
4 Ana Laura Garcia	Kimberly Gomez Shantal Gomez	3 K	510) 632-8014	2630 Haverscourt	Ana Laura Garcia	9/17/10	De colores Ascend/Global
5 Victorina Chales	Rudy Lorenzo	Headstar	510) 1613-51-29	3503 E 16th St.	Victorina Chales	9/17/10	De Colores Family
6 Beatriz Gomez	leslie P. Morales	K	(510) 532-701	1202 E 18th St ARTS	Beatriz	9/30/10	FRANKLIN De Colores
7							
8							

Declaro
✓
✗

Date _____

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LISTADO DE FIRMAS PARA LA INSCRIPCIÓN POTENCIAL DE SU HIJO COMO ESTUDIANTE EN LA ESCUELA COMUNITARIA DE LA EDUCACIÓN CREATIVA

APERTURA EL SEPTIEMBRE DEL 2011 K - 3^{er} GRADOS EN EL DISTRITO DE SAN ANTONIO DE OAKLAND, CA

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FAVOR DE ESCRIBIR CLARAMENTE

Nombres Del Padre / Madre	Nombre del Niño	Grado de Niño en Sept 2011	Numero del telefono Casa / Cell or Correo Electronico	Direccion	Firma	Fecha de firma	OUSD Escuela que su hijo asistiría
1 Silvia Masquez	Brandon	Kindergarten	510 326-4886	3327 38 Ave. Oak. Cal. 94619	<i>[Signature]</i>	09-17/10	Alondale
2 Lili y Jacqueline	Yaqelin	Kindergarten	510 692-2655	2338 INTERNATIONAL	<i>[Signature]</i>	9/17/10	Laguna
3 Olga Ochoa	Lleana Ochoa	Kindergarten	510 437-1838	5472 Princeton St	<i>[Signature]</i>	9/17/10	HORACE MANN
4 Tiana Rodriguez	Katy Burgos	Kindergarten	510 467-5894	1314 Seminary Ave Oakland CA 94621	<i>[Signature]</i>	9/12/10	Community United Future
5 Jacqueline Garcia	Bydney Mte	Kindergarten	(510) 3029098	OAK CA. 1722 27 AVE	<i>[Signature]</i>	9/12/10	ICS/TCN
6							
7							
8							

Date _____

Page # _____



FAVOR DE ESCRIBIR CLARAMENTE

Nombres Del Padre / Madre	Nombre del Niño	Grado de Niño en Sept 2011	Numero del telefono Casa / Cell or Correo Electronico	Direccion	Firma	Fecha de firma	OUSD Escuela que su hijo asistiría
10 Patricia Martin	Diego M.	8 years old	510 482 8363	3473 Loma Vista Ave	Patricia R.	10-5-10	Allen Dale
11 Maria Sanchez	Xitlali Tokob	K	(510) 700 3888	1578 53rd Ave	Maria Sanchez	10-5-10	ICS/TCN
12 Luz Maria Buitrago	JULIAN ROSAS	K	510 534 7332	2079 HAIRRINGTON	Luz Maria Buitrago	10-5-10	
13 Maria Cordova	3 years Mauricio Hernandez	3 years PreK	510 253 6042	1737 37 Ave	Maria Cordova	10-5-10	Ascend Global Family
14 MARIN Y GENARO TORRECILLA	GENARO TORRECILLA	PreK	(510) 978-8207	UNFLAND CA 94601 331 35th Ave	MA	10-5-10	ICS/TCN
15							
16							
17							
18							
19							
20							



LISTADO DE FIRMAS PARA LA INSCRIPCIÓN POTENCIAL DE SU HIJO COMO ESTUDIANTE EN LA ESCUELA COMUNITARIA DE LA EDUCACIÓN CREATIVA

APERTURA EL SEPTIEMBRE DEL 2011 K - 3^{er} GRADOS EN EL DISTRITO DE SAN ANTONIO DE OAKLAND, CA

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FAVOR DE ESCRIBIR CLARAMENTE

Nombres Del Padre / Madre	Nombre del Niño	Grado de Niño en Sept 2011	Numero del telefono Casa / Cell or Correo Electronico	Direccion	Firma	Fecha de firma	OUSD Escuela que su hijo asistiria
1 Andres Tule	Kimberly	K	510)3556544	2679 E 27th St	<i>[Signature]</i>	10/5/10	Mangawita
2 Veronica Fernandez	Veronica Silva	PK	510)485-8660	2072 36th Ave #7	<i>[Signature]</i>	10/5/10	Ascend
3 Alida Osorio	Alexis Lopez	PK	510)2618990	1507 28 Ave #6	<i>[Signature]</i>	10/5/10	ICS TCW
4 Bellasunt-Grand	Edgar-Marias	4 YRS. K	510)228-6599	35-80 WARDEN ST	<i>[Signature]</i>	10/5/10	
5							
6							
7							
8							

Date _____

Page # _____

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FAVOR DE ESCRIBIR CLARAMENTE

Nombres Del Padre / Madre	Nombre del Niño	Grado de Niño en Sept 2011	Numero del telefono Casa / Cell or Correo Electronico	Direccion	Firma	Fecha de firma	OUSD Escuela que su hijo asistiria
10 Luz maria Soto	Alexis S. Fernanda S.	K 3er	517 3591 (510) 487-1912	1919 Fruitvale AVE #E	Luz maria	10-5-10	ILS TCW
11 Marisol Martinez	Jocelyn Delgado	K	(510) 485-6846	1924 Gardland Ave	<i>[Signature]</i>	10-5-10	Ascend
12 Blanca Medina	Jose Medina	K	(510) 434-0314	1042 35 ave	Blanca Medina	10-5-10	Ascend
13 Santa P	_____		510 436 6863	2003 Pentiss	Mar. Soto R	10-5-10	
14 Santa Pablo	Marisol Ramirez	K	(510) 436-6863	2003 Pentiss	Santa P	10-5-10	
15							
16							
17							
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✓

PARENTS SIGNATURE LIST FOR POTENTIAL ENROLLMENT OF YOUR CHILD AS A STUDENT IN THE COMMUNITY SCHOOL FOR CREATIVE EDUCATION

OPENING SEPTEMBER 2011 K - 3RD GRADES IN THE SAN ANTONIO DISTRICT OF OAKLAND, CA

The petitioners listed below certify that they are parents meaningfully interested in enrolling their children as student(s) at the COMMUNITY SCHOOL FOR CREATIVE EDUCATION.

Please Print Legibly

Parent/Guardian Name	Child Name	Child Grade Sept '11	Home/ CELL Tel # or email	Address	Signature	Date Signed	OUSD School your child would attend
1 Susana Carbosa	Carlos	K	510 434-1561	1909 Rosedale	Susana Carbosa	10/1/10	Ascend
2 Abigail Garcia	Emiliano	K	510) 485-2629	519 E 16th St Oakland Ca 94621	Abigail Garcia	10/1/10	Greenleaf
3 Neli Torres	Oldair Silva	K	510 712-7177	824 38th Ave/Apt #A Oakland CA 94601	Neli Torres	10/1/10	I.C.S.
4 Neli Torres	Luis A. Silva	4	510 712-7177	17 11	Neli Torres	10/1/10	I.C.S.
5 Paula Acosta	Xochitl Hernandez	K	510 575-9973	1615 36th Ave Oakland CA	Paula Acosta	10/1/10	Ascend
6 QUIRINA BEAS	ERIC Natalie	K-4	510 434 9590	1650 Rosedale Ave	QUIRINA BEAS	10/1/10	Ascend
7 Judith Mendez	Garcia Cristian	K-4	510 3-02-72-40	3216 International Blud. Apt. #13	Judith Mendez	10/1/10	ICS TEN
8 Yolanda Colton	Bethbeth Rubio	K-4	510) 861-9456	2235 77th ave	Yolanda Colton	10/1/10	PARKER
9 Blanca Garcia	Celeste Lopez	K	510) 830-9064	913 35 Ave	Blanca Garcia	10/1/10	LA ZEAR
10 Murna Bonillas	Esteban E. Melanie E.	K-2	(510) 239-8933	4 Deering Ct	Murna Bonillas	10/1/10	Fruitvale
Feika Ramirez	Jocelyn Limon	K	(510) 437-9578	1501 38th. Ave. Apt. 11 Oakland CA 94601	Feika Ramirez	10/01/10	Ascend Global

Date _____

Page # _____

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PARENTS SIGNATURE LIST FOR POTENTIAL ENROLLMENT OF YOUR CHILD AS A STUDENT IN
THE COMMUNITY SCHOOL FOR CREATIVE EDUCATION

OPENING SEPTEMBER 2011 K - 3RD GRADES IN THE SAN ANTONIO DISTRICT OF OAKLAND, CA

The petitioners listed below certify that they are parents meaningfully interested in enrolling their children as student(s) at the
COMMUNITY SCHOOL FOR CREATIVE EDUCATION.

Please Print Legibly

Parent/Guardian Name	Child Name	Child Grade Sept '11	Home/ CELL Tel # or email	Address	Signature	Date Signed	OUSD School your child would attend
1 Nohemi Romero	Tiger Ronces	K	(415) 410-1947 (510) 978-6551	2138 High St. ^{2Apt A} Oakland CA. 94601	<i>[Signature]</i>		HORACE MANN
2 Janeth Rodriguez	Rogelio Cardenas	K	(510) 778-2395	1828 28 Ave Oakland	<i>[Signature]</i>		tc.s
3 Jenny Perez	Michelle Perez	K	(510) 355-5245	4539 Internacional Blv. #4 CA 94601	Jenny Perez		Melrose
4							
5							
6							
7							
8							
9							
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✓
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FAVOR DE ESCRIBIR CLARAMENTE

Nombres Del Padre / Madre	Nombre del Niño	Grado de Niño en Sept 2011	Numero del telefono Casa / Cell or Correo Electronico	Direccion	Firma	Fecha de firma	OUSD Escuela que su hijo asistiría
10 Martina Perez	Miguel Pablo	K	510 233-7469	1709 Church St Oakland CA 94621	Martina Perez	10-1-10	Community IS United/Fish
11 Marta...	Karla...	K	510 622-7182	1709 Church St Oakland CA	[Signature]	10-1-10	
12 Ana Laura Garcia	Shantal Gomez	K	(510) 485-88-93	2630 Havenscourt Blvd Oakland	Ana Laura Garcia	10-1-10	MARKHAM
13 Elida Callejas	Evelin Zavala Chavez	K	(510) 535-1256	2229 39 Ave Apt.3	Elida Callejas	10-1-10	Ascend
14 Maria Avales	Cristian	K	510 536-4235	1929 35th Ave. 4428 MacArthur Blvd.	Maria Avales	10-1-10	Ascend
15 Helen Velasco	Christopher Figueroa	Pr	(510) 8358441	4428 MacArthur Blvd.	[Signature]	10/1/10	LAURAL
16 Alexandra Ceis	Rogelio Ceis	K	(510) 292-74-57	1645 36th Ave.	Alexandra Ceis	10/1/10	Ascend
17 Guadalupe Mora	ASHLY Gomez	K	510 533-6810	1438 44 Ave	Guadalupe Mora	10/1/10	Melrose
18 Ibeth Rodriguez	Katy Burgos	K	510 467-58-94	1314 Seminary Ave Oakland CA 94621	[Signature]	10/1/10	Community United
19 Silvia Marquez	Brandon Poma	K	(510) 326-4886	3327 38 Ave Oak. Cal. 94619	[Signature]	10/01/10	Allendale
20 Maria Garcia	Stephanie Hernandez Esteban Hernandez	2nd K	(510) 987-5509	1435 Seminary Ave Oakland CA 94621	Maria Garcia	10/01/10	Greenland

LISTADO DE FIRMAS PARA LA INSCRIPCIÓN POTENCIAL DE SU HIJO COMO ESTUDIANTE EN
LA ESCUELA COMUNITARIA DE LA EDUCACIÓN CREATIVA

APERTURA EL SEPTIEMBRE DEL 2011 K - 3^{er} GRADOS EN EL DISTRITO DE SAN ANTONIO DE OAKLAND, CA

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estudiante(s) en la

Escuela Comunitaria de la Educación Creativa (COMMUNITY SCHOOL FOR CREATIVE EDUCATION).

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Nombres Del Padre / Madre	Nombre del Niño	Grado de Niño en Sept 2011	Numero del telefono Casa / Cell or Correo Electronico	Direccion	Firma	Fecha de firma	OUSD Escuela que su hijo asistiría
1 Karla Reyes	Samuel Landa	2 FS	510 4301308 510 448-6961 510 282-1431	1157 72nd Ave Oakland CA 94621		10-01-10	Comm unita NO SE
2 Lucia Pérez	Dyana Jimenez	K-	(510) 338-2813	2865 E 16th St Oakland CA 94601		10-01-10 10-01-10	ICSTEN NO SE
3 Maria Luisa Perez	Joel Perez	K-	510 5691469	9314 Walnut St Oakland CA 94603	Maria Luisa Perez	1-10-10	Reach no se
4 Salvador Ruiz	Seemuel Ruiz	Head Start	(510) 562351 Ruiz@Alt.net	687 Clara St Oakland CA 94603			Brookland
5 Isabel Pérez	Christopher Hdez	K.	(510) 6331470	1915 84 Ave Oakland CA 94621	Isabel Pérez	10-01-10	East Oakland no se
6 Rocanda Cruz	Alexandra Cruz	K.	(510) 472-0174	OAKLAND CA 94601		10/1/10	NO SE
7 Edgairi Kosh	Branchea Ezzlyn	K	(510) 2983875 alt.net	1709 84th. Ave. Oakland. Ca. 94621		10/1/10	East-Oakland NO se
8 Rosa Cruz.	Gladis Pablo.	K.	(510) 465 79-74	1578 25th. Ave. Oakland. Ca.	Rosa Cruz	10/01/10	Si Ascend



LISTADO DE FIRMAS PARA LA INSCRIPCIÓN POTENCIAL DE SU HIJO COMO ESTUDIANTE EN LA ESCUELA COMUNITARIA DE LA EDUCACIÓN CREATIVA

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FAVOR DE ESCRIBIR CLARAMENTE

Nombres Del Padre / Madre	Nombre del Niño	Grado de Niño en Sept 2011	Numero del telefono Casa / Cell or Correo Electronico	Direccion	Firma	Fecha de firma	OUSD Escuela que su hijo asistiría
1 Karla Gamble	Stephanne Michael	3 ^{er} K	510-426-0814	1325 64th Ave Oakland CA 94621	[Signature]	9/12/10	Lockwood / Sacen (ent)
2 Claudia Morazan	Denisse Maria	1 ^{er}	510-632-6457	1533 63rd Ave Oakland CA 94621	[Signature]	9/12/10	Futures
3 Laura Darantes	Jonathan L.	K	510-562-6415	1321-64th Ave Oakland CA 94621	[Signature]	9/12/10	Community School / Lockwood
4 Maria Zaragoza	Rigoberto Ernesto	3 ^{er} K	(510) 563-1032	1704 65th Ave Oakland CA 94621	[Signature]	9/12/10	Future / Futures
5 Eudelia Cruz	Janario S	R	510-882-8466	1545 E 7th Ave Oakland	[Signature]	9/12/10	LAGEAR / (Artes)
6 Rosacruz	Blasquez	K	510-779-7741	1579 35th Ave Oakland	[Signature]	9/12/10	Asociación / Colores
7 Karla Santana	Jaime	K	510-571-1195	1500 35th Ave Oakland	[Signature]	9/12/10	Asociación / Colores
8 Elicia Calleja	Neyzer	1 ^{er}	510-571-1195	2224 39th Ave Oakland	[Signature]	9/14/10	Artes

PARENTS SIGNATURE LIST FOR POTENTIAL ENROLLMENT OF YOUR CHILD AS A STUDENT IN THE COMMUNITY SCHOOL FOR CREATIVE EDUCATION

OPENING SEPTEMBER 2011 K-3RD GRADES IN THE SAN ANTONIO DISTRICT OF OAKLAND, CA

The petitioners listed below certify that they are parents meaningfully interested in enrolling their children as student(s) at the COMMUNITY SCHOOL FOR CREATIVE EDUCATION.

Please Print Legibly

Parent/Guardian Name	Child Name	Child Grade Sept '11	Home/ CELL Tel # or email	Address	Signature	Date Signed	OUSD School your child would attend
1 Johnny Huang	Olivia	K	925-457-2410	Oakland	<i>[Signature]</i>	9/11	
2 Johnny Huang	Jonathan	0	925-457-2410	Oakland CA	<i>[Signature]</i>		
3 Jacqueline Lopez	Angeles	3 rd	(510) 294-4222	Oakland 94601	<i>[Signature]</i>		
4 Alejandrino M.	Isabela	1 st	(510) 264-3006	Oakland 94621	<i>[Signature]</i>		
5 Jacqueline Tejada	Isaac	1 st	(916) 575-6338	San Leandro 94601	<i>[Signature]</i>		
6 Dolores Torres	Dalia	K	(510) 504-4053	San Leandro 94601	<i>[Signature]</i>		
7 Ursula Rizzuto	Briseis	6	(510) 454-7427	San Leandro	<i>[Signature]</i>		
8 Maria J. Castro	Arka Rubio	3 rd	(510) 861-9456	Oakland 94605	<i>[Signature]</i>		
9 Cynthia Cruz	Dominic Perry	K	536-6406	1426 56th Ave 94621	<i>[Signature]</i>		Beaumont
10 Nellie Reyna	Mayeli	1 st	710-3847	Hayward, CA	<i>[Signature]</i>		

Date 9/9/10

Page # _____

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2

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Parent/Guardian Name	Child Name	Child Grade Sept '11	Home/ CELL Tel # or email	Address	Signature	Date Signed	OUSD School your child would attend
1 Patsy Smith	Kelonte Smith	3	510-303-7287	2953 Birmingham Ave Richmond, CA 94806	<i>[Signature]</i>	9/10/10	
2 Annie Pang			510-333-2080	1641 Ocean View Ave Kensington CA 94707	<i>[Signature]</i>	9/19/10	
3 RAYMOND YEE			510-468-7007	118 Sequoia Rd. Berkeley CA 94707	<i>[Signature]</i>	9/19/10	
4 Sammy Allen	Sammy Allen III	12	510-468-7007	Oakland CA 94621 Kinsley 5702	<i>[Signature]</i>	9-21-10	
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Date _____

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LISTADO DE FIRMAS PARA LA INSCRIPCIÓN POTENCIAL DE SU HIJO COMO ESTUDIANTE EN
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1 Laura Ortiz	Jose Godines	K	609 783 606	2044 international side ^{H21}	Laura Ortiz	10/10/10	Garfield
2 Yolanda G.	Andrew G.	K	510 434 9684	1745 37th AVE	Yolanda G.	10/10/10	Ascend
3 Maria Lopez	Jonathan	A	510 395 6438	1721 38th AVE	Mario Lopez	10/1/10	Ascend
4 Lucia Gorospe	Evelyn E.	K	510 395 31 82	7710 METU AVE	Lucia Gorospe	10/1/10	Parke
5 Liliana Estrada	Luis Angel Peña	K 6	(510) 967-6555	1437 36th Ave Apt 3 Oakland CA	Liliana Estrada	10/01/10	Ascend
6 Dalila Felix	Lorenzo Pedro	PK	510 261-49-89	1119 99ca vista st	Dalila Felix	10/1/10	
7 Man Eliza	Suzanna Nataly	G					
8 Elucia Martin	Dani Godines	PK	510-7121793	1544 38th Ave. #C	Elucia Martin	10/1/10	Ascend

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家長簽名表

為了你的小孩(幼稚園到三年班)有可能入讀於明年九月在
加州屋崙聖安東尼奧校區開辦的
社區學校暨創作教育課程

以下之請願人士保證他們非常關心他們的孩子們能入讀社區學校暨創作教育
請清晰地填寫以下資料

家長或監護人姓名	學生姓名	9/2011 入讀 班級	家手機 號碼或 電郵	地址	簽名	日期	你的小 孩將會 報讀那 一間屋 崙校區 的學校
SHIRLEY CHAN			(510) 918-8259	El Cerrito	Shirley	9-19-01	你的小 孩將會 報讀那 一間屋 崙校區 的學校
1 Hui Y. Huang	Winnie Andred	K 3rd	(510) 213- 1329	San Bruno	Hui Yao Huang	9-19-01	
2 Qin Lan Ling	Anthony Su Vivian S. Su		(510) 261- 7290	Oakland	Qin Lan Ling	9-29-10	
3 Yu jiao zheng	Jenny S. Su Jolie S. Su	2nd	(510) 282- 5873	Oakland	Yu jiao zheng	9-29-10	
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Date _____

Page # 22

**PARENTS SIGNATURE LIST FOR POTENTIAL ENROLLMENT OF YOUR CHILD AS A STUDENT IN
THE COMMUNITY SCHOOL FOR CREATIVE EDUCATION**

OPENING SEPTEMBER 2011 K - 3RD GRADES IN THE SAN ANTONIO DISTRICT OF OAKLAND, CA

The petitioners listed below certify that they are parents meaningfully interested in enrolling their children as student(s) at the
COMMUNITY SCHOOL FOR CREATIVE EDUCATION.

Please Print Legibly

Parent/Guardian Name	Child Name	Child Grade Sept '11	Home/ CELL Tel # or email	Address	Signature	Date Signed	OUSD School your child would attend
1. Kalouisha Wong	Lawrence Wong	5	510-563-9246	463 Alhol ave Daly City, CA 94014	<i>Kalouisha Wong</i>	10/14/10	Cleveland
2. AVON Nguyen	Tiffany Nguyen	K	510-227-9685	1831 International Blvd Oakland, Ca 94606	<i>Avon Nguyen</i>	10/14	Garfield
3. Solu Montano	Alba	K	510-672-2196	1533 24 Ave Oakland, CA	<i>Solu Montano</i>		Garfield
4. Luerna Rdez	Luis Romero	A	510-978-3513	2331 24 AVE #2 Oakland CA, 94601	<i>Luerna Rdez</i>	10/14	Manzanita
5. Stephanie Mejia	Edwin Mejia	K	(510)575-3313	2210 E. 22nd. Oakland, CA 94601	<i>S. Mejia</i>	10/14/10	Manzanita
6. Roselia Zarate	Alondra Dimas	K	510-388-9372	557 7th St Oakland CA 94609	<i>Roselia Zarate</i>	10/14/10	Santa Fe
7. TRAN Long	JASON TRUONG	K	510-434-9915	Oakland 94606 2025 Fruit Hill Blvd	<i>Tran Long</i>	10/14/10	Garfield
8. Maria Perilla	Israel Raza	K	(510)532-8402	2306 E 15 th Oakland	<i>Maria Perilla</i>	10/14-10	Garfield
9.							
10.							



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1 Maria G. Adams	GERMANY Viridiana	2 ^{Gr} K	510 472-9013	Oakland	Maria G. Adams	9/16/10	Lazar
2 Aracely palacio	osiel S	K	510 878-8687	Oakland	Aracely	9/14/10	De Colores
3 Martina P	Miguel Pablo	K	510 233-7469	Oakland	Martina Perez	9/16/10	De Colores
4 RAQUEL Rosales	MARIELA	3 rd	510 878-1222	Oakland	Rosales	9/16/10	Bridges
5 Maria Garcia	Stephanie Esteban	2 nd K	510 927-5509	Oakland	Maria Garcia	9/17/10	De Colores
6 Guadalupe Rosas	Auselio	1	510 753-0844	Oakland	Guadalupe Rosas	9/17/10	Malpaso
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Date 10-14-10 San Antonio CDC

Page # 1

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LISTADO DE FIRMAS PARA LA INSCRIPCIÓN POTENCIAL DE SU HIJO COMO ESTUDIANTE EN LA ESCUELA COMUNITARIA DE LA EDUCACIÓN CREATIVA

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1 Itzel Gonzalez	Mirza Gonzalez	Kindergarten	(510) 434-9170	1918 Independence ^{Oakland, CA 94606}	Itzel P.G.	10/14/10	Garfield
2 Luz Hernandez	Kayra Leon						
3 Cynthia López	Damian Trinidad	Head Star	510-532-4117	2272 E 20 th St.	Maria Lopez	10-14-10	Head Star Garfield
4 Vicenta Torres	Bryan Torres		510-261-8453	1905 Boothill Blvd 102	WLA	10-14-10	Head Star Garfield
5 Maria Elena Dora	Miguel Aguilera		(510) 542-7881	2349 E 17 th St # 8	Maria Elena Dora	10-14-10	Head Star Garfield
6 Marisol Fernandez	Reselyn y Dora y Gonzalez	Kindergarten	(510) 483-8418	9717 5726 + 0 # 204	Maria Fernandez	10/14/10	Head Star Garfield
7 Imelda Rico	Dayanara	pre-kind	(510) 533-0434	1946 E 24 th St Oakland	Imelda Rico	10-14-10	Head star
8 Maria Salis	Keven Rojas	Kindergarten	(510) 485-19-95	2035 24 th Ave #13 Oakland	Maria Salis	10/14/10	Head star Garfield
Mildred Romero	Bryan Romero	K	510 692 6315	1507 22 nd AVE OAKLAND	Maria Z.	10/14/10	Head star Garfield

Date _____

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2

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1 Ingrid Cassilas			692-1311		Ingrid M. Cassilas	9/12/10	
2 Luissa Mancio	Luissa Sato	2do.	(415) 410-5045 lu5076@hotmail.com	910 39th. Av. Oakland Ca 94601	Luissa Mancio	9/13/10	Ascend
3 Brenda Carbajal	Martha Montalvo	Kindler	(510) 472-28-65 (510) 978-73-88	1832 92 ave Oakland Cal 94601	Brenda Carbajal	9/13/10	East Oakland Paide
4 Evelis Uribe	Larisha	Kindler	759-5744	606 Scoville Oakland	Evelis Uribe	9/14	Green Leaf del Norte
5 KUMAR Manger	Yogesh	Kindler	570-866-4657	2727 10AVE Oakland CA 94608	Kumar Manger	9/14	Bella Vista
6 MARIANA ESPINOSA	JACQUELINE	Kindler	536-3865	3909 FOOTHILL BLVD. OAKLAND CA 94611	MARIANA ESPINOSA	9/15/10	Ascend de colores
7 Mansal Barreto	Miami	2 ^o	7506769	4555 Bancroft	Mansal B.	9/15/10	de Colores
8 Eliana Dinelas	Jhonathan	Kindler	355-6695	311 98th Ave.	Eliana Dinelas	9/15/10	Brook Hill de Colores
9							
10							

ACTION	STATUS
<ul style="list-style-type: none"> • The development of promotional and informational material that appeals to all of the various racial and ethnic groups represented in the OUSD. 	Ongoing
<ul style="list-style-type: none"> • Student recruitment efforts that include, but are not limited to, direct mail, print advertising, and informational meetings directed toward targeted student populations represented in the School District and the San Antonio neighborhoods. 	February 2010 until school is full
<ul style="list-style-type: none"> • Outreach meetings that include prospective students and parent/guardians of all racial and ethnic backgrounds. 	February 2010 until school is full
<ul style="list-style-type: none"> • Offer mini demonstrations at venues for outreach used to inform the community of the mission, goals and objectives of CSCE: <ul style="list-style-type: none"> ○ Oakland Community Organizations ○ Lotus Bloom ○ Oakland Ready to Read ○ EBAYC ○ St. Anthony's Church ○ St. Josephine's Food Bank 	February 2010 until school is full
<ul style="list-style-type: none"> • Bring diverse staff on recruiting visits, including relevant foreign language-speaking teachers. 	Ongoing
<ul style="list-style-type: none"> • Post flyers and notices in local supermarkets, restaurants, businesses, churches, community centers, and apartment complexes 	February 2010 until school is full
<ul style="list-style-type: none"> • Visit and speak at local community based organizations in targeted low-income neighborhoods. 	February 2010 until school is full
<ul style="list-style-type: none"> • Conduct parent information sessions to elaborate on the commitment involved with attending CSCE. 	March until September 2011
<ul style="list-style-type: none"> • Place advertisements in local newspapers such as Bay View and community association newsletters. 	March until school is full.
<ul style="list-style-type: none"> • Speak on local radio stations. 	A few times between February until school is full 2011

<ul style="list-style-type: none">• Invite local television and print media reporters to report on the school.	Ongoing
--	---------

CSCE- October 2011

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10 Indigenous People's Day No School	11	12	13	14	15
16	17	18	19	20	21	22
23	24 United Nations Day	25	26	27	28	29
30	31 Halloween	September 2011 S M T W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30		November 2011 S M T W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30		Notes: © 2010 Vertex42 LLC Calendars by Vertex42.com

CSCE- November 2011

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6 Daylight Savings	7	8	9	10 Parent Teacher Conference	11 Veterans Day	12
13	14	15	16	17	18	19
20	21	22	23 No School	24 Thanksgiving No School	25 No School	26
27	28	29	30			
		October 2011 S M T W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31		December 2011 S M T W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31		Notes: © 2010 Vertex42 LLC Calendars by Vertex42.com

CSCE- December 2011

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21 Chanukkah	22 Dec. Solstice	23	24 Christmas Eve
25 Christmas Day	26 Kwanzaa begins No School	27 No School	28 No School	29 No School	30 No School	31 New Year's Eve
		November 2011 S M T W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	January 2012 S M T W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	Notes: © 2010 Vertex42 LLC Calendars by Vertex42.com		

CSCE- March 2012

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11 Daylight Savings	12	13	14	15 Parent Teacher Conference	16	17 St Patrick's Day
18	19	20 Vernal equinox	21 Open House	22	23	24
25	26	27	28	29	30	31
		February 2012 S M T W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29		April 2012 S M T W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30		Notes: © 2010 Vertex42 LLC Calendars by Vertex42.com

CSCE- April 2012

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 April Fool's Day	2	3	4	5	6	7
8	9	10	11	12	13 No School Professional Dev.	14
15	16 Spring Recess	17 Spring Recess	18 Spring Recess	19 Spring Recess	20 Spring Recess	21
22 Earth Day	23	24	25	26	27	28
29	30					
		March 2012 S M T W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31		May 2012 S M T W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31		Notes: <div style="text-align: right; font-size: small;"> © 2010 Vertex42 LLC Calendars by Vertex42.com </div>

CSCE- May 2012

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7	8	9	10	11	12
13 Mother's Day	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28 Memorial Day No School	29	30	31		
		April 2012 S M T W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	June 2012 S M T W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	Notes: © 2010 Vertex42 LLC Calendars by Vertex42.com		

CSCE- June 2012- DRAFT

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6 Last Day of School	7	8	9
10	11	12	13	14 Flag Day	15	16
17 Father's Day	18	19	20 June Sdslice	21	22	23
24	25	26	27	28	29	30
		May 2012 S M T W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31		July 2012 S M T W Th F Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31		Notes: © 2010 Vertex42 LLC Calendars by Vertex42.com

CSCE's planned school days and instructional minutes for the 2011/2012 academic year are as follows:

- One hundred seventy-five (175) days
- Sixty-four thousand (64,900) instructional minutes

CSCE's planned bell schedule for the 2011/2012 academic year is:

REGULAR SCHEDULE	
School Begins	8:00 am
Recess Begins	10:30 am
Recess Ends	10:45 am
Lunch Begins	12:05 pm
Lunch Ends	12:45 pm
School Ends	3:30 pm

**2:45 pm Thursday dismissal for professional development*

**Community School for
Creative Education**

**Escuela Comunitaria de
Educación Creativa**

TRƯỜNG HỌC CỘNG ĐỒNG CHO SÁNG KIẾN HỌC TẬP

社區學校暨創作教育



WWW.COMMUNITYSCHOOLFORCREATIVEEDUCATION

Join Us for Our October

Local Organizing Committee Meeting

Únase a la reunión de octubre

Reunion del Comité Organizador Local

請參加我們十月份的地區組織委員會會議

When? Wednesday October 13 6pm – 7pm

Cuando? Miércoles 13 de octubre a las 6pm

日期 十月十三日星期三, 下午六時至七時

Where? ARISE High School 3301 e 12th St, Ste 205, Oakland

(above City Bank on 2nd Floor) (在花旗銀行樓上)

Donde? Escuela Preparatoria ARISE 3301 E 12th St. segundo piso suite

#205

Arriba del CitiBank en la Plaza Fruitvale Village



Community School for Creative Education Parent Education Meeting

Wednesday, September 15, 2010

6 PM – 7 PM

Arise High School
3301 East 12 Street
Suite 205
Oakland
Fruitvale Village (Fruitvale Bart station)

All invited to attend

Anna Rainville, a Waldorf teacher in both public and private Waldorf schools, will work with us with hands on artistic activities showing and explaining how math is presented through the arts. We will work with crayons and drawings.

Anna Rainville grew up in a family who honored singing and dance and has carried this love into her teaching of children and adults for thirty years in public and Waldorf schools. Her book, *Singing Games for Families, Schools and Communities* (2006), includes dances for all ages which she has presented in workshops and community gatherings coast to coast. Anna taught kindergarten for eleven years in a public school and was chosen outstanding teacher of the year by the California Kindergarten Association. A founding board member of the National Kindergarten Alliance, she is an advocate for integrated arts, play and nature. With her mother, Betty Peck, she co-founded and directs the quarterly Kindergarten Forum. A Waldorf teacher for both children and teachers in training, Anna graduated her class in after eight years at the Waldorf School of the Peninsula in Los Altos, California. For the last 18 years Anna has taught in the Public School Summer Institute at Rudolf Steiner College for teachers interested in integrating the arts and Waldorf methods. She recently has been mentoring nationally and teaching in a master of education course in the Philippines. Anna lives with her family in Saratoga, California, where every May Day friends and neighbors come to dance around the May Pole.



Guide for Charter Schools in Oakland Unified School District Facilities

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 Improvement projects, additions, modifications and all work requests not associated with a repair of the facility. All work requests signed 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.